



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

**FREDDIE O'CONNELL
MAYOR**

**NASHVILLE DEPARTMENT OF TRANSPORTATION
AND MULTIMODAL INFRASTRUCTURE**

April 29, 2024

Mr. Kevin Crumbo
Director of Finance
Metro Nashville and Davidson County

RE: Resolution approving an interlocal agreement between the City of Goodlettsville and Metro Government.

This resolution will give Goodlettsville the authority to operate and maintain traffic signalization equipment at the intersection of South Mainstreet and Rivergate Parkway in Goodlettsville. No funding is associated with this agreement.

Should you have questions regarding this legislation, please contact Mr. Derek Hagerty at 615-862-8645 or Derek.Hagerty@nashville.gov.

Sincerely,

Darrell K. Moore

Darrell K. Moore
Project Administrator
NDOT
615-862-8730
Darrell.Moore@nashville.gov

RESOLUTION NO. 24-1197

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTER-LOCAL AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE IN REFERENCE TO OPERATION, MAINTENANCE OF TRAFFIC SIGNALIZATION EQUIPMENT.

WHEREAS, the City of Goodlettsville strives to assure that its traffic signalization provides for the most effective and efficient flow of traffic throughout the city; and,

WHEREAS, the traffic signal located at South Main Street and RiverGate Parkway is the property of and operated by the Metropolitan Government of Nashville and Davidson County, Tennessee; and,


WHEREAS, it would serve great benefit to the City of Goodlettsville to operate and maintain this particular traffic signalization equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT THE INTER-LOCAL AGREEMENT IDENTIFIED AS EXHIBIT I OF THIS RESOLUTION IS APPROVED AND DULY AUTHORIZED TO BE EXECUTED.

THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.


MAYOR RUSTY TINNIN

Adopted: March 7, 2024


CITY RECORDER
APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“the Agreement”) is between the City of Goodlettsville (“Goodlettsville”) and the Metropolitan Government of Nashville and Davidson County (“Metro”), through the Nashville Department of Transportation and Multimodal Infrastructure (“NDOT”) (collectively, “the Parties”).

WITNESSETH:

WHEREAS, Metro owns, operates, and maintains manages traffic signalization equipment (the “Signal Equipment”) at the intersection of South Main Street and Rivergate Parkway (the “Intersection”), within the corporate boundaries of Goodlettsville; and,

WHEREAS, Goodlettsville desires to operate and maintain the Signal Equipment for purposes of improving traffic congestion at the Intersection; and,

WHEREAS, NDOT has determined that the traffic signal aligns best with Goodlettsville’s existing signal network from an operational standpoint, and that transferring operation and maintenance of the Signal Equipment to Goodlettsville would improve both safety and efficiency for roadway users; and,

WHEREAS, NDOT and Goodlettsville agree that it is in the Parties’ best interests for Goodlettsville to operate and maintain the Signal Equipment at the Intersection.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Term of Agreement.** The term of this Agreement, and the duties and responsibilities of the Parties hereunder, shall take effect upon approval of the Council of the Metropolitan Government of Nashville and Davidson County, and shall extend through December 31, 2033. Either party may terminate this Agreement at an earlier date by providing the other party with thirty (30) days’ written notice.

2. **Duties of Metro.**

A. Metro, through NDOT, shall authorize and allow Goodlettsville to operate and maintain the Signal Equipment at the Intersection for the duration of this Agreement.

3. **Duties of Goodlettsville.**

A. Goodlettsville shall ensure that the Signal Equipment at the Intersection is maintained in operational condition throughout the term of this Agreement;

B. Goodlettsville shall be responsible for all costs and expenses associated with the operation and maintenance of the Signal Equipment at the Intersection, including but not limited to, the repair and/or replacement of the Signal Equipment, for the entirety of this

Agreement;

C. If Goodlettsville replaces any of the Signal Equipment during the duration of this Agreement, the replaced Signal Equipment shall be returned to NDOT within thirty (30) days of being removed and replaced. All replacement equipment shall be and remain the equipment of Goodlettsville; and,

D. Goodlettsville shall permit NDOT access to regularly inspect the Signal Equipment.

4. **Compensation.** Goodlettsville shall be solely responsible for all costs and expenses associated with the operation and maintenance of the Signal Equipment and all related equipment for the duration of this Agreement.

5. **Ownership of the Intersection.** The Parties agree that this Agreement shall not in any affect or alter their respective ownership rights in the public right-of-way at the Intersection. This Agreement relates only to the operation and maintenance of the Signal Equipment at the Intersection.

6. **Contingent Fees.** Goodlettsville hereby represents that it has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards.

7. **Gratuities and Kickbacks.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal thereof. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards.

8. **Notice.** All notices, requests, demands, and other communications under this Agreement or in connection therewith shall be given to or be made upon the respective parties hereto as set forth on the page of this Agreement bearing the signature of the duly authorized officers of Goodlettsville and Metro in execution of this Agreement, or to such other address and to the attention of such other officer or persons as each of the parties hereto may specify by notice in writing to the other.

9. **Assignment--Consent Required.** This Agreement may not be assigned by either party without the prior written consent of the other party. In the event of such assignment, no party shall be discharged or released from any of its obligations or duties contained herein.

10. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

11. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, nature, storm, fire, casualty, work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, epidemic, pandemic, or other cause of similar or dissimilar nature beyond its control.

11. **Governing Law.** The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

12. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

13. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

14. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

15. **Waiver.** No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

16. **Liability.** In no event shall the Metropolitan Government bear any liability for any loss, expense, attorneys' fees or claims for injury or damages arising out of any act or omission in the performance of this Agreement by Goodlettsville. Likewise, Goodlettsville shall bear no liability for any loss; expense, attorneys' fees or claims for injury or damages arising out of any act or omission in the performance of this Agreement on the part of the Metropolitan Government, it being the express intention of the parties hereto that neither should bear liability for injury or loss caused by the other party.

17. **Maintenance of Records.** The books, records, and documents of Goodlettsville, as they

relate to any work done or money received or disbursed under this Agreement, shall be maintained for a period of three (3) years from the date of the final payment, and shall be subject to audit at any reasonable time by the Metropolitan Government, the Metropolitan Auditor, or private audit firms under contract with and representing the Metropolitan Government. The records shall be maintained in accordance with generally accepted accounting principles.

18. **Binding Effect.** This Agreement shall not be binding upon the Parties until it is approved by the Metropolitan Council and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this _____ day of _____ 2024.

[Signature Page Follows]

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

CITY OF GOODLETTSVILLE

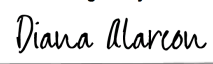
Freddie O'Connell, Mayor

APPROVED:



Mayor

RECOMMENDED BY:


DocuSigned by:


Diana W. Alarcon, Director
Nashville Department of Transportation
and Multimodal Infrastructure

ATTEST:



APPROVED AS TO AVAILABILITY OF
FUNDS:

DocuSigned by:


Director of Finance

APPROVED AS TO FORM AND
LEGALITY:



City Attorney

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:


Metropolitan Attorney

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

