

RESOLUTION NO. 16-536

A RESOLUTION PURSUANT TO THE TOWN OF MOUNT CARMEL MUNICIPAL CODE §1-402 AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO HAMMOND AVENUE.

WHEREAS, the Town of Mount Carmel, Tennessee, desires to enter into an agreement with the Tennessee Department of Transportation for improvements to Hammond Avenue as described in the attached General Maintenance Agreement for Agreement Number 160146, Project Identification Number 120812.00, Federal Project Number HSIP-3949(5), and State Project Number 37952-3546-94; and

WHEREAS, Mount Carmel Municipal Code §1-402 provides that the Mayor shall negotiate agreements such as the one attached hereto which he now presents to the Board of Mayor and Aldermen for its approval; and

WHEREAS, the public welfare requires it;

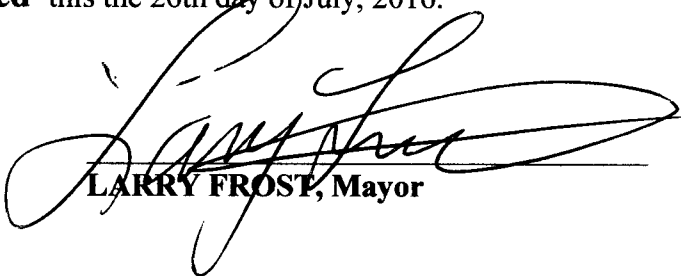
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, as follows:

Section I. This agreement attached hereto and incorporated herein by reference thereto is and should be entered into by the Town of Mount Carmel and is therefore approved;

Section II. The Mayor shall do all things necessary to validate and make the agreement attached hereto legally binding including, but not limited to, affixing his signature thereto;

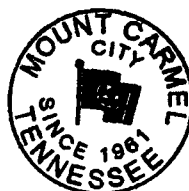
Section III. This Resolution shall take effect upon its passage the public welfare requiring it.

Duly passed and approved this the 26th day of July, 2016.

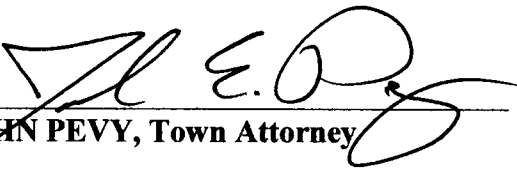

LARRY FROST, Mayor

ATTEST:


MARIAN SANDIDGE, City Recorder



APPROVED AS TO FORM:



JOHN PEVY, Town Attorney

FIRST READING	AYES	NAYS	OTHER
Alderman Eugene Christian	x		
Alderman Margaret Christian	x		
Alderman Wanda Davidson	x		
Alderman Paul Hale	x		
Alderman Carl Wolfe	x		
Vice-Mayor Chris Jones	x		
Mayor Larry Frost	x		
TOTALS	7	0	0

PASSED FIRST READING July 26, 2016



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-5314

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JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

June 29, 2016

The Honorable Larry Frost
Mayor, Town of Mount Carmel
100 E. Main St., P.O. Box 1421
Mount Carmel, TN 37645-1421

RE: Termini: General Maintenance on Hammond Ave, from W Main St. to Loyds Chapel Rd
Mount Carmel, Hawkins County
PIN: 120812.00
Federal Project No: HSIP-3949(5)
State Project No: 37952-3546-94
Contract: 160146

Dear Mayor Frost:

I am attaching a contract providing for the maintenance of the referenced project. Please review the contract and advise me if it requires any additional explanation. If you find the contract fully satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency and return the contract to me. Once we have a fully executed contract, we will return a copy to your office for your files.

If you have any questions or need any additional information, please contact Ms. Maria Hunter at 615-532-3632 or maria.hunter@tn.gov.

Sincerely,

Whitney Sullivan
Transportation Manager
whitney.sullivan@tn.gov

Attachment

AGREEMENT NO: 160146
PROJECT IDENTIFICATION NO: 120812.00
FEDERAL PROJECT NO: HSIP-3949(5)
STATE PROJECT NO: 37952-3546-94

State of Tennessee Department of Transportation

GENERAL MAINTENANCE AGREEMENT WITH LOCAL AGENCY

THIS AGREEMENT, made and entered into this _____ day
of _____, 20_____ by and between the STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee
(hereinafter called the "Department") and the Town of Mount Carmel (hereinafter
called the "Agency").

W I T N E S S E I T H:

WHEREAS, certain routes in the Agency's jurisdiction have been
designated as being eligible for Highway Safety Improvement Program (HSIP)
Funds, codified as section 148 of title 23, United States Code (23 U.S.C. § 148),
CFDA # 20.205, and

WHEREAS, the Department desires to assist the Agency by installing
various signs, snowplowable markers, reflectors, chevrons, thermoplastic white
and yellow lines, guardrails, and other safety improvements within the jurisdiction
of the Agency in furtherance of this program, and

WHEREAS, the Agency, in recognition of the benefits to be received from
the installation of said safety improvements, desires to cooperate with the
Department such that the safety improvements may be installed by the
Department, and maintained by the Agency in accordance with Tennessee and
federal law.

NOW THEREFORE, in consideration of these premises, the Department
and the Agency hereby enter into this Agreement to provide performance of the
Project as described in SECTION 1 below.

SECTION 1: The Project to be performed is described as follows:

"Hammond Ave, from W Main St to Loyds Chapel Rd"

SECTION 2: Tenn. Code Ann. § 54-1-126 provides that the Department
shall enter into a written contract that provides that the Agency is solely
responsible for all maintenance of the completed work of the Project. Therefore,
the provisions set forth in Tenn. Code Ann. § 54-1-126 shall apply to this

Agreement. The Agency shall be solely responsible for and pay all costs associated with maintenance of the Project.

SECTION 3 The Agency shall assume all liability for third-party claims and damages arising from the maintenance, existence, and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

SECTION 4: The Agency agrees to comply with all applicable federal and Tennessee laws and regulations in the performance of its duties under this Agreement. The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all funds expended, or expenses incurred, under this Agreement.

SECTION 5: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

SECTION 6: Nothing in this Agreement, whether express or implied, is intended to confer upon any person or entity not a party to this Agreement, any rights or remedies by reason of this Agreement.

SECTION 7: The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

SECTION 8: The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal and Tennessee constitutional or statutory law. The Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

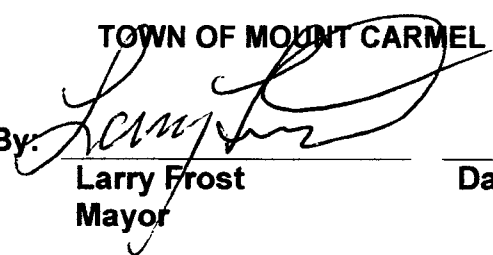
SECTION 9: The Department may terminate this Agreement without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. Upon such termination, the Agency shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

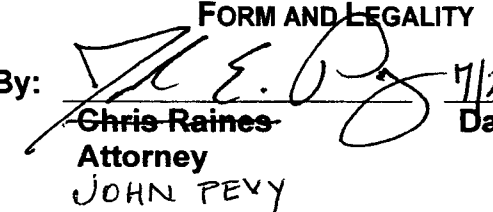
SECTION 10: This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

SECTION 11: The Department shall have no liability except as specifically provided in this Agreement.

SECTION 12: The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

TOWN OF MOUNT CARMEL		STATE OF TENNESSEE	
		DEPARTMENT OF TRANSPORTATION	
By: 	_____	By: _____	_____
Larry Frost	Date	John C. Schroer	Date
Mayor		Commissioner	

APPROVED AS TO FORM AND LEGALITY		APPROVED AS TO FORM AND LEGALITY	
By: 	7/26/2016	By: _____	_____
Chris Raines	Date	John Reinbold	Date
Attorney		General Counsel	
JOHN PEVY			