

RESOLUTION NO. 2019-20
A RESOLUTION AUTHORIZING A GENERAL MAINTENANCE AGREEMENT
WITH WEAKLEY COUNTY, TENNESSEE, AND
THE TENNESSEE DEPARTMENT OF TRANSPORTATION
RELATIVE TO HIGHWAY SAFETY IMPROVEMENT PROGRAM FUNDS

THIS AGREEMENT, made and entered into this 14th day of January, 2019, by and between the State of Tennessee Department of Transportation, an agency of the State of Tennessee (hereinafter called the “Department”) and Weakley County, Tennessee.

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

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

WHEREAS, Weakley County, 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 Weakley County in accordance with Tennessee and federal law.

NOW, THEREFORE BE IT RESOLVED, in consideration of these premises, the Department and Weakley County 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:

“Various Local Roads – Local Road Safety Initiative”

SECTION 2. Tenn. Code Ann. § 54-1-126 provides that the Department shall enter into a written contract that provides that Weakley County 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. Weakley County shall be solely responsible for all maintenance of the completed work derived from this Project.

SECTION 3. Weakley County shall assume all liability for third-party claims and damages arising from the maintenance, existence, and use of the completed 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. Weakley County 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 Weakley County to comply with this provision shall constitute a material breach of this Agreement and subject Weakley County 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. Weakley County 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. Weakley County 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 right 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. Weakley County 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. Weakley County 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 Weakley County 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. Weakley County shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employee 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 Weakley County at least thirty (30) days written notice before the effective termination date. Upon such termination, Weakley County 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. Weakley County 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 Weakley County 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 indicated on this document.

BE IT FURTHER RESOLVED, by the county legislative body of Weakley County, Tennessee, assembled in regular session on this the 14th of January, 2019, in Dresden, Tennessee is hereby approved.

BE IT FURTHER RESOLVED, that all resolution of the Board of County Commissioners of Weakley County, Tennessee which are in conflict with this resolution are hereby repealed.

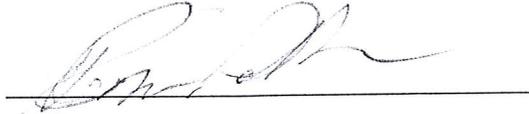
BE IF FURTHER RESOLVED, that this resolution take effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Pursuant to the Rules of the Commissioner, This Resolution Is Sponsored By The Following Members Of The Weakley County Board of County Commissioners:

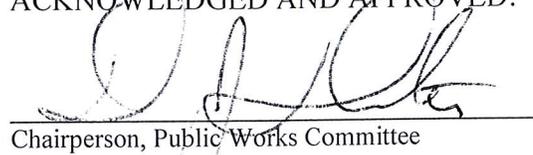
SPONSORED BY:



SPONSORED BY:



ACKNOWLEDGED AND APPROVED:



Chairperson, Public Works Committee

Motion made by Commissioner Doster that the foregoing resolution be adopted:

Motion seconded by Commissioner Donaldson.

Upon being put to a voice vote, motion carried by a vote of

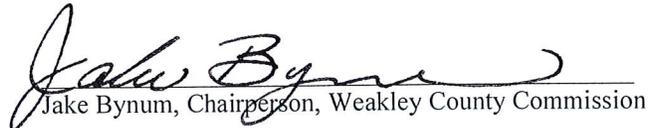
17 Yeas, 0 Nays, 0 Passed and 1 Absent.

ATTESTED:



Kim Hughey, Weakley County Clerk

APPROVED:



Jake Bynum, Chairperson, Weakley County Commission

THIS IS THE 14TH DAY OF JANUARY, 2019.