

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into as of the ____ day of _____, 20____, by and between THE CITY OF MARYVILLE, TENNESSEE (“Maryville”), a municipal corporation located in Blount County, Tennessee; THE CITY OF ALCOA, TENNESSEE (“Alcoa), a municipal corporation located in Blount County, Tennessee; and BLOUNT COUNTY, TENNESSEE (“Blount County”), a political subdivision of the State of Tennessee, as follows:

WITNESSETH:

THAT WHEREAS, Alcoa and Maryville currently participate in providing services for joint traffic operations by Agreement dated June 5, 2012, through a team of personnel known as “MACTO” (Maryville-Alcoa Central Traffic Operations), and

WHEREAS, the purpose of MACTO is to provide smooth, coordinated traffic flow between signalized intersections in both Maryville and Alcoa, and

WHEREAS, Blount County is making traffic signal improvements that may benefit from MACTO’s services and coordination through MACTO.

WHEREAS, upon completion of certain improvements to be made by Blount County to traffic signals outside of Maryville and Alcoa city limits, the responsibility for maintenance and operation of the signals may be transferred to MACTO under a separate agreement.

WHEREFORE, the parties hereto hereby agree as follows:

1. Purpose. The purpose of this Agreement is to establish the role of each Party in the planning, design, construction, and construction oversight of traffic signal improvements at five locations: State Route 335/William Blount Dr at Big Springs Rd, State Route 335/William Blount Dr at County Farm Rd, State Route 335/William Blount Dr at Morganton Rd, Old Niles Ferry Rd at Fairview Rd, and at State Route 33/Old Knoxville Highway at Defoe Circle in Blount County, Tennessee. Other intersections may be subsequently added to the coverage in this Agreement if agreed in writing by the parties hereto.
2. Term. The term of this Agreement shall be five (5) years from the date first listed above. The Agreement shall be renewed for a successive period of five (5) years unless terminated in writing by any party hereto at least thirty (30) days prior to the renewal date. The Agreement further may be terminated at any time by any party hereto upon the provision of ninety (90) days advance written notice to all other parties.
3. Responsibilities.
 - a) Blount County through its Highway Department agrees to upgrade certain traffic signal equipment identified in “Exhibit A” to modernize their equipment to MACTO standards. The costs of the improvements shall be the responsibility of Blount County, as will the procurement of contractors, equipment, consultant designs, or other services. Blount

County through its Highway Department agrees that MACTO's standard equipment will be used for the new traffic signal installation at the intersection(s) at issue. Further, MACTO personnel will be allowed to perform regular inspections during the construction process and to direct such changes as need to be made to ensure that all applicable standards are met. Blount County will allow the signal(s) at issue to be timed as advised by MACTO during the term of this Agreement.

b) MACTO agrees to provide project oversight during the planning and execution of traffic signal upgrades, as well as traffic signal controller programming, and initial set-up of controller equipment.

4. No maintenance or other services provided. This Agreement does not provide for routine maintenance or unscheduled maintenance or repair of the traffic signal(s) at issue. Blount County shall be solely responsible for repair, operations, and maintenance costs associated with the operation of the intersection(s) at issue including, but not limited to, utilities, LED replacement, repairs due to accidents, etc.
5. Funding. Each party is responsible for the funding of its responsibilities as set forth in Paragraphs 3 and 4, above, of this Agreement. Neither party shall seek or request payment from any other party for services provided hereunder.
6. Amendments. This Agreement may be amended only in a writing signed by all parties hereto and authorized by the governing body of each party to this Agreement.
7. Relationships. The participants in work undertaken under this Agreement shall remain employees only of their own respective employers and neither the participants nor the parties shall be agents, representatives, or joint ventures of any other party hereto.
8. Ongoing Obligations. This Agreement contains the full obligations of the Parties with regard to the subject matter of this Agreement. No oral agreement either before or after execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement, including but not limited to the allocation of funding and expense related to the obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and the date first written above.

CITY OF MARYVILLE, TENNESSEE:

BY: _____
MAYOR

Attest:

City Recorder

CITY OF ALCOA, TENNESSEE:

BY: _____
MAYOR

Attest:

City Recorder

BLOUNT COUNTY, TENNESSEE:

BY: _____
MAYOR

Attest:

County Recorder

“EXHIBIT A”: Traffic Signal Improvements

William Blount Dr & Big Springs Rd

- Install Battery Backup Unit/Power Conditioner
- Upgrade traffic signal cabinet to MACTO Standard
- Upgrade traffic signal controller and monitor to MACTO Standard
- Replace signal heads and backplates
- Install GRIDSMART video detection
- Connect equipment to existing MACNET fiber optic network

William Blount Dr & County Farm Rd

- Install Battery Backup Unit/Power Conditioner
- Upgrade traffic signal cabinet to MACTO Standard
- Upgrade traffic signal controller and monitor to MACTO Standard
- Replace signal heads and backplates
- Install GRIDSMART video detection
- Connect equipment to existing MACNET fiber optic network

William Blount Dr & Morganton Rd

- Install Battery Backup Unit/Power Conditioner
- Upgrade traffic signal cabinet
- Replace signal heads and backplates
- Install GRIDSMART video detection
- Connect equipment to existing MACNET fiber optic network

Fairview Dr & Old Niles Ferry Rd

- Install Battery Backup Unit/Power Conditioner

- Upgrade traffic signal cabinet to MACTO Standard
- Upgrade traffic signal controller and monitor to MACTO Standard
- Replace signal heads and backplates
- Install GRIDSMArt video detection
- Connect equipment to existing MACNET fiber optic network

E. Broadway Ave & Defoe Cir

- Install GRIDSMArt video detection