

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
AND THE DEPARTMENT OF WATER AND SEWERAGE
SERVICES OF THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

This Memorandum of Understanding (“Memorandum” or “Agreement”) is between the Metropolitan Development and Housing Agency (“MDHA”) and the Department of Water and Sewerage Services of the Metropolitan Government of Nashville and Davidson County (“MWS”).

WITNESSETH

WHEREAS, on December 25, 2020, a bomb exploded on Second Avenue causing significant damage to buildings and infrastructure over a broad area in downtown; and

WHEREAS, the most damaged areas include First and Second Avenues from Broadway to Union (“the Project Area”); and

WHEREAS, the Metropolitan Government immediately took steps to secure buildings and property in the Project Area; and

WHEREAS, the Mayor’s office, Planning, MDHA, Metro Historical, Nashville Department of Transportation (“NDOT”), and MWS, and the Citizens of Nashville collaborated to plan for the recovery of the Project Area; and

WHEREAS, MDHA engaged with the Urban Land Institute to create a strategy to rebuild the Project Area; and

WHEREAS, Planning has completed the preliminary and desires to advance the Project plans to implementation; and

WHEREAS, resulting construction plans include rebuilding the streetscapes including the sewer infrastructure; and

WHEREAS, MDHA is contracting with Reeves Young Construction (CMAR) to develop the streetscape; and

WHEREAS, the construction plans desire sewer and stormwater separation in the combined system along Second Avenue from Union to Broadway; and

WHEREAS, separation of the combined system meets goals of the Consent Decree Agreement between MWS, the Environmental Protection Agency, the Department of Justice, and the Tennessee Department of Environment and Conservation, by reducing sewer overflows volumes in the combined system. Beyond the regulatory benefits, separation will also aide in the removal of odors associated with combined systems: and

WHEREAS, doing this separation work in the affected streets under this plan will save MWS and the Metropolitan Government resources by doing it cooperatively under one plan and will eliminate future disruption to the street and affected businesses.

NOW, THEREFORE for and in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MWS and MDHA agree as follows:

Section 1: Project Construction

- A. MWS shall:
 - 1. Review and approve the design for sewer/storm separation for the project area.
 - 2. Inspect all construction activity as any other lay & deed sewer project.
 - 3. Reimburse MDHA up to \$2.1M to be provided at milestones in the construction activity.
 - 4. Accept the storm sewer asset into the storm sewer system.
- B. MDHA shall:
 - 1. Design the new storm sewer (2nd Street Separation Project) for the project area with their consultant designing the rest of the project.
 - 2. Assign the CMAR to complete the sewer/storm separation project for the area, according to MWS design.
 - 3. Allow MWS inspectors to inspect project as needed and required.
 - 4. Provide documentation to engineering staff at agreed upon milestones to request reimbursement.

Section 2: Time and Performance

This Memorandum shall be effective upon passage by the Metropolitan Council. It shall be undertaken and completed in sequence so as to assure the expeditious completion of the Project in light of the purposes of this Agreement.

Section 3: Compliance with all Laws

MWS and MDHA mutually agree to comply with all applicable federal, state, local laws and regulations, and specifically agree that construction shall be in compliance with the requirements of the Americans with Disabilities Act (“ADA”).

Section 4: Contacts

For purposes of the project, Joe Cain shall be MDHA's primary contact and Cyrus Toosi shall be MWS's primary contact.

MDHA	MWS
Attn: Joe Cain	Attn: Cyrus Toosi
35 Peabody Street Nashville, TN 37210	1600 Second Avenue North Nashville, TN 37208
615-252-8404	615-862-4909
jcain@nashville-mdha.org	cyrus.toosi@nashville.gov

Section 5: Termination

This Agreement may be terminated by any party following a thirty (30) day written notice to the other parties. MDHA will be paid for work performed but not reimbursed up through and including the expiration of the 30 day notice.

Section 6: Modification of Agreement

This document constitutes the entire agreement of the parties with respect to the subject matter hereof and may be modified only by a written instrument signed by the authorized representative of both parties.

IN WITNESS WHEREOF, we have made and executed this Memorandum of Understanding this _____ day of _____ 2023.

DEPARTMENT OF WATER AND SEWERAGE SERVICES

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY:

DocuSigned by:
Scott Potter

Metro Water Services
Scott Potter, Director

DocuSigned by:
Troy D. White

MDHA
Dr. Troy D. White, Executive Director

APPROVED AS TO THE AVAILABILITY OF FUNDS:

DocuSigned by:
Kelly Flannery/mjw

Kelly Flannery, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Tara Ladd

Assistant Metropolitan Attorney

ATTEST:

Metropolitan Clerk