

EXH A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
AND THE METROPOLITAN PLANNING DEPARTMENT 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 Metropolitan Planning Department of the Metropolitan Government of Nashville and Davidson County ("Planning").

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 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, preliminary plans have been presented for the redevelopment of the Project Area; and

WHEREAS; funds have been appropriated to Planning through RS2021-1201 to advance the planning and begin the reconstruction of the Project Area ("the Project"); and

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

WHEREAS, MDHA has been involved in the planning process since the beginning and has the knowledge and skills to advance these plans and oversee the management of the Project; and

WHEREAS, MDHA is authorized under TCA § 13-20-104 to carry out the Project at the request of Planning;

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, MDHA and Planning agree as follows:

Section 1: Scope of Services for the Project

A. Planning shall:

1. Furnish and assign to MDHA all Engineering and Design work completed for the Project;
2. Participate in regularly scheduled meetings for the Project;
3. Provide expedited review of the reconstruction plans, permit approvals, and code inspections;
4. Assist in coordination with the various Metro departments; and
5. Upon submission of invoices by MDHA, reimburse MDHA all eligible expenses incurred as described in Section 3 below.

B. MDHA shall:

1. Solicit and contract for design and construction services necessary to carry out the Project;
2. Manage the necessary contract(s), which may include site observation, testing, processing and payment of pay requests, and contract completions and closeout and other necessary contracts;
3. Submit invoices for eligible expenses to Planning for reimbursement;
4. Obtain any necessary permits and approvals that may be required to carry out the Project; and
5. Do all things necessary to carry out its obligations as stated herein or as may be reasonably related to the Project.

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: Compensation

Planning agrees to reimburse MDHA for all reasonable expenses incurred in connection with the scope of services outlined herein:

A. Direct Expenses.

Planning agrees to reimburse MDHA for all direct expenses incurred in connection with this Agreement, including but not limited to, the consultant costs, architect engineering, and other professional service fees, construction contracts and subcontracts, testing fees, legal expenses, insurance costs, and all other fees and costs of a similar nature. Additionally, MDHA shall be reimbursed by Planning for all personnel costs for Agency staff hours directly charged to this Project, the cost of any lease for office space or records storage, equipment leases, and for the acquisition cost of any office furniture or equipment. In addition, the Planning shall reimburse MDHA for all travel costs paid to employees in accordance with the MDHA's established travel policy, as well as any attorney fees expensed in connection with services under this Agreement.

B. Administrative Expenses.

Planning shall pay MDHA a fee not to exceed \$250,000 for routine administrative costs, which fee is intended to cover expenses including, but not limited to general administration, financial reporting and other general overhead expenses.

C. Advance of Funds and Reporting.

If requested by MDHA, Planning agrees to advance to it an amount of funds sufficient to meet all Project costs projected by MDHA for the subsequent month, including both administrative and direct contract costs. The advance of funds is intended so that immediate payment can be made by MDHA as costs are incurred. MDHA will provide to Planning a good faith estimate of anticipated expenses at least ten (10) calendar days before the beginning of the month and Planning agrees to fund the advances so requested by the first business day of that month. MDHA will provide summary documentation of funds actually expended, not later than thirty (30) days after the end of each month. Original contracts and invoices and other relevant documentation will be maintained by the MDHA and will be made available for review by Planning and the Metropolitan Government, its auditors, and other authorized parties.

From time to time, should the level of expenses for activities under this Agreement warrant more frequent advances of funds, the parties shall mutually agree to a modified schedule of advances designed to assure the timely availability of funds for required disbursements while restricting excess cash on hand to a reasonable minimum. Advances of funds will be made to MDHA by wire transfer,

upon approval by Metro Finance, to assure that the funds are immediately available for disbursement. The advanced funds received by MDHA shall be placed into an interest-bearing account, with any and all interest accrued related to these funds to be paid to the Metropolitan Government.

Section 4: Compliance with all Laws

Planning 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 5: Contacts

For purposes of the project, Joe Cain shall be MDHA's primary contact and Lucy Kempf shall be Planning's primary contact.

MDHA	Planning
Attn: Joe Cain	Attn: Lucy Kempf
35 Peabody Street Nashville, TN 37210	800 Second Avenue South Nashville, TN 37210
615-252-8404	615-862-7167
jcain@nashville-mdha.org	lucy.kempf@nashville.gov

Section 6: 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 7: 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 _____ 2022.

**METROPOLITAN DEVELOPMENT
AND HOUSING AGENCY:**


Dr. Troy D. White, Executive Director

**METROPOLITAN PLANNING
DEPARTMENT:**

DocuSigned by:

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Lucy Kempf, Executive Director

**METROPOLITAN FINANCE
DEPARTMENT:**

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**METROPOLITAN LEGAL
DEPARTMENT:**

DocuSigned by:

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Assistant Metropolitan Attorney