

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY BY AND THROUGH
THE METROPOLITAN DEPARTMENT OF WATER SERVICES
AND
THE DAVIDSON COUNTY SOIL CONSERVATION DISTRICT**

WHEREAS, the Davidson County Soil Conservation District (hereinafter "Soil Conservation District") is a subdivision of the Tennessee state government pursuant to Tennessee Code Annotated § 43-14-201 et seq. and is responsible for developing and carrying out programs for the conservation, protection, and development of soil, water, and related plant and animal resources within the District; and,

WHEREAS, Tennessee Code Annotated § 43-14-201 et seq. created the State Soil Conservation Committee to oversee the operations of Local Soil Conservation Districts, including appointing two supervisors to the governing board of each soil conservation district and establishing procedure for the local election of three other supervisors to each district's governing board; and,

WHEREAS, the Metropolitan Department of Water and Sewer (hereinafter "MWS") works to supply, treat, manage, and protect water resources in a sustainable manner for the benefit of all who live, work, and play in Davidson County as well as portions of Rutherford and Williamson Counties; and,

WHEREAS, The Metropolitan Government of Nashville and Davidson County provides funding for the staffing of one Soil Conservation District employee as well as departmental expenses and desires to enhance the finances and processes for the Soil Conservation District in order to improve the Soil Conservation District's transactional board oversight and management of leave time.

This Memorandum of Understanding (hereinafter "MOU") is entered into by and between MWS and the Davidson County Soil Conservation District. It shall be the intent of this MOU to establish, promote, and maintain a harmonious working relationship and cooperative effort among the above entities for managing the Davidson County Soil Conservation District.

NOW, THEREFORE, the parties hereto mutually understand and agree as follows:

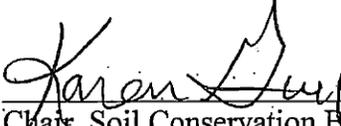
- I. The term of this MOU shall be indefinite unless otherwise amended.
- II. MWS shall take over the administration of the Soil Conservation District immediately upon the execution of this MOU.
- III. The Soil Conservation District employee shall, together with any materials and equipment relating to her employment, transfer to the MWS offices at

1607 County Hospital Road Nashville, TN and shall continue to be housed in the same offices as MWS employees for the term of this MOU.

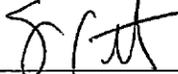
- IV. After the transfer, the Soil Conservation District employee shall abide by and be subject to the employment rules and regulations that apply to MWS employees and further be subject to the daily supervision and direction of the MWS director or others he may designate. The Soil Conservation Committee shall continue to have authority over the employee and the operation of the Soil Conservation District.
- V. After the effective date of this MOU, the Soil Conservation District employee shall continue to carry out responsibilities of the Soil Conservation District.
- VI. Costs necessary to carry out the responsibilities of the Soil Conservation District shall be absorbed by MWS.
- VII. Effective Date. This MOU shall be effective upon approval and signatures of the parties below.
- VIII. This MOU may be amended upon the mutual written agreement of all parties.
- IX. This MOU may be terminated at any time by either party upon giving sixty (60) days written notice of intent to do so.

AGREED TO THIS _____ DAY OF _____, 2018.

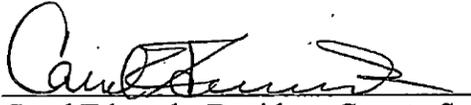
APPROVAL AND SIGNATURES:



Chair, Soil Conservation Board of Supervisors

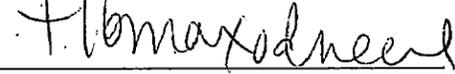


Scott Potter, Director of Metropolitan Department of Water and Sewer



Carol Edwards, Davidson County Soil Conservation District

APPROVED AS TO AVAILABILITY OF FUNDS:



Director of Finance

APPROVED AS TO FORM AND LEGALITY:



Metropolitan Attorney

Filed in the Office of the Metropolitan Clerk:

Metropolitan Clerk

Date: _____