

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: _____ Resolution _____ Ordinance _____

Contact/Prepared By: _____ Date Prepared: _____

Title (Caption): _____

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ _____ Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	Match: \$ _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____ Date to Finance Director's Office: _____ APPROVED BY FINANCE DIRECTOR'S OFFICE: _____
Approved by OMB: _____ <i>ap</i> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	

ADMINISTRATION	
Council District Member Sponsors:	_____
Council Committee Chair Sponsors:	_____
Approved by Administration:	_____ Date: _____

DEPARTMENT OF LAW	
Date to Dept. of Law: _____	Approved by Department of Law: _____
Settlement Resolution/Memorandum Approved by: _____	
Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

Resolution No. _____

A resolution approving an agreement between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department ("MNP"), and Middle Tennessee State University ("MTSU"), for use of the Tennessee Miller Coliseum ("Facility"), for mounted patrol training.

WHEREAS, it is to the mutual benefit of MNP and MTSU for MNP's use of the Facility's arena, warm up area, outdoor arena, stalls, RV hookups, vendor spaces, parking spaces, show office, and Miller Club; and,

WHEREAS, MNP and MTSU have entered into an agreement, attached hereto and incorporated herein, for the use of the Facility for mounted patrol training; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the agreement between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department ("MNP"), and Middle Tennessee State University ("MTSU"), for use of Tennessee Miller Coliseum ("Facility"), for mounted patrol training purposes, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO
AVAILABILITY OF FUNDS:

INTRODUCED BY:

Jenneen Reed/mjr ap
Jenneen Reed, Director
Department of Finance

Members of the Council

APPROVED AS TO FORM AND
LEGALITY:

Lexie A. Ward
Assistant Metropolitan Attorney

**FACILITIES USE AGREEMENT
BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY, POLICE DEPARTMENT
AND
MIDDLE TENNESSEE STATE UNIVERSITY,
ON BEHALF OF THE TENNESSEE MILLER COLISEUM**

This Facilities Use Agreement ("Agreement") made and effective as of the date of the final signature below, by and between Middle Tennessee State University, on behalf of the Tennessee Miller Coliseum ("Institution") and METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, POLICE DEPARTMENT ("Contractor"), for the use of Institution's Facility known as the Tennessee Miller Coliseum ("Facility" or "TMC") as limited herein.

WITNESSETH:

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

1. Use. The specific use of the Facility for which the parties enter into this Agreement is:

Mounted Patrol Training

2. Date. Contractor shall have use of the Facility from Sunday, October 4, 2026 at 8:00 a.m. CST until Thursday, October 8, 2026 at 11:59 p.m. CST. Daily facility opening and closing times will be determined by mutual agreement between Contractor and Institution representatives.

3. Access. In its use of the Facility, the Contractor shall have access to the following:

Main arena, warm up area, outdoor arena, stalls, RV hookups, vendor spaces, parking spaces, show office and Miller Club.

4. Payment. Payment for use of the Facility to Institution is to be made as follows:

Arena for equine and agricultural events	\$0 per day
Stalls	\$18.00 per day
30-amp & 50-amp RV Hookup	\$30.00 per day
Bagged shavings	Current rate

A complete cost estimate for an event can be provided upon request.

Final payment is due no later than 30 days after the billing date.

This Agreement must be signed and returned by July 7, 2026

5. Termination. This Agreement may be terminated by either party upon 90 days written notice to the other party prior to the event. This Agreement may be terminated by Institution without the above-described notice, but with best efforts of timely notice, upon grounds that the Facility has been rendered unusable or the activity has been canceled due to an Act of God. The Institution may terminate this Agreement if it becomes aware of any threat to personal or public safety arising at the intended time of use. The Institution may also terminate this Agreement without the above-described notice and without liability if Contractor fails to comply with all Institution policies, rules, regulations, conditions, and financial terms of the Institution, including, but not limited to, all public health requirements related to COVID-19 issued by federal, state, and local authorities as they may be updated from time to time. Notwithstanding any other provision in the Agreement, if this Agreement is canceled by Contractor less than 30 days prior to the event, then Contractor forfeits all moneys and deposits previously paid to the Institution and no portion thereof shall be returned to Contractor. If Contractor violates any of the terms, stipulations, conditions, or covenants provided in the Agreement, the Institution shall have the right and option to terminate this Agreement, in its sole discretion, and such violation shall constitute a forfeiture of all moneys and deposits previously paid to the Institution.
6. Concessions/Parking. Institution gives Contractor the right to provide food and nonalcoholic drink concessions for this event. All other concessions and parking rights, including but not limited to, bulk or bagged shavings, checkrooms, programs, and novelties are and shall remain the exclusive rights of the Institution.
7. Contractor Equipment Responsibility. The Institution assumes no responsibility for the Contractor's property. The Contractor is solely responsible for the security, maintenance, and insurance of its property at all times. The Institution shall not be liable for any loss, theft, damage, or destruction of such items, unless such loss, theft, damage or destruction is caused by the negligent acts of Institution or any of its employees. Contractor is entitled to recover actual, reasonable and documented damages. Any equipment provided by the Institution for the facility rental shall remain under the Institution's complete supervision, direction, and control. The Institution will only accept custody of the Contractor's property if expressly agreed to in writing.
8. Copyright. If music is to be performed, the parties agree to abide by the following copyright and performance provisions:
 - a. The Contractor hereby assures that all necessary copyright and royalty licenses have been obtained from ASCAP, BMI, SESAC and any other performing rights organization or the copyright owner for the performance to be presented under the terms of this Agreement.
 - b. The Contractor agrees to provide the Institution the prior written consent of SESAC, Inc. or the copyright owner for copyrighted music or work for which SESAC is the licensing agent.
9. Hold Harmless. Intentionally deleted.
10. Compliance. Contractor agrees to comply with all federal, state and municipal laws, rules and regulations, including MTSU Policy 100.
11. Nondiscrimination. The parties shall abide by all applicable Federal and State laws pertaining to discrimination and hereby agree and assure that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Agreement or in the employment practices of the party on the grounds of classifications protected by Federal or State law.
12. Conflict of Interest. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to an officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connection with work contemplated or performed relative to this Agreement.
13. Governing Law. This Agreement shall be governed in accordance with Tennessee law without regard to its conflict of law provisions.
14. Liability and Claims Procedure. Each Party shall be responsible only for the consequences of its own negligence, actions, or omissions and those of its officers, employees, agents, or invitees, as determined in accordance with applicable law. Each Party shall continue to enjoy all rights, claims, immunities, and defenses available to it under law. To the extent required by State Law, liability of the Institution shall be governed exclusively by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et seq. Any liability of the User, if a public entity, shall be determined in accordance with the statutes and legal requirements applicable to that entity.
15. Audit. The Contractor shall maintain documentation for all charges against the Institution under this Agreement. The books, records, and documentation of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of five full years

- from the date of the final payment and shall be subject to audit, at any reasonable time and upon reasonable notice, by the Institution or the state Comptroller of the Treasury, or their duly appointed representatives or a licensed independent public accountant.
16. **Facility Condition.** Contractor accepts the Tennessee Miller Coliseum in "as is" condition without any obligation by the Institution to alter or make changes to any of its physical facilities. Contractor may, at its own expense, make alterations, installations, decorations, etc., provided it receives prior written approval of the Institution. This permission shall be granted in the Institution's sole discretion, after Contractor submits to the Institution plans and layouts of such alterations, installations, decorations for approval by Institution and/or for approval under any existing fire regulations or other governmental entity.
 17. **Right to Designate Auxiliary Event Spaces.** The Institution reserves the right to retain the use of RV, parking vendor, or other space to facilitate the auxiliary functions of the event, such as food and beverage service, or to provide display areas for the TMC sponsors. The designation of such space shall be the sole discretion of the Institution and the identification of such space shall be provided by Director of TMC upon request from Contractor.
 18. **Utilities and Equipment.** Unless otherwise provided in an addendum hereto, the Institution will furnish heat or air conditioning and light as provided by existing equipment and fixtures in the Tennessee Miller Coliseum during show hours and necessary show preparation and dismantle only. Any additional electrical current required by Contractor will be paid for by Contractor at the prevailing rate, as may be established by the Institution. Any additional facilities or equipment required to furnish additional electrical current to meet the needs of Contractor will be paid for by Contractor provided, however, that none shall be installed unless agreed to in writing by the Institution in advance. Institution shall not be liable for the failure of lighting, sound, or other equipment or service provided by Institution.
 19. **Promotional Signage and Announcements.** The Institution reserves the right to display lighted signs, banners, flyers, posters, or other signage promoting events or sponsors of the Institution. The Institution may also make public announcements promoting events or sponsors of the Institution throughout the course of the event covered by this Agreement provided that none of these announcements are done in conflict with the production of the event covered by this Agreement, as determined by the Institution.
 20. **Facility Inspection.** Contractor has the right to inspect the facilities with a representative of the Facility prior to, during, and/or after the term of this Agreement.
 21. **Payment of Personnel.** All personnel required to properly staff the events covered by this Agreement, such as ticket manager, ticket sellers, ticket takers, guards, ushers, restroom porters, stagehands and any other personnel, are to be paid for by Contractor. The number of such staff personnel shall be determined by Agreement between the Institution and Contractor but, in case of disagreement, the decision of the Director of the Facility shall prevail, the efficiency of the operation and the safety of the public requiring it.
 22. **Tickets.** The Institution retains 25 house seats to be used for event observation or monitoring. Contractor shall give Institution 25 tickets for each event to be held under this Agreement, at no cost. Such tickets shall not be used for purposes of resale. If the event requires the Institution to sell tickets, then the manner of purchasing, selling, and accounting for such tickets shall be set forth in an Addendum to this Agreement.
 23. **Duties.** The following duties shall be the responsibility of the designated party:
 - a. Promotion and publicity shall be provided by Contractor.
 - b. TMC shall provide services/equipment as additional expenses.
 - c. Advance ticket sales shall be the responsibility of Contractor.
 24. **Event Plans.** Contractor will furnish the Institution with final plans and requirements for set-up, equipment, staging, etc., at least three weeks prior to the event.
 25. **Facility Inspection.** Contractor has the right to inspect the Tennessee Miller Coliseum with a representative of the Institution prior to, during, and/or after the term of this Agreement.
 26. **Alcohol.** No unauthorized alcoholic beverages are permitted on the Institution's property. Contractors seeking to serve or sell alcoholic beverages must first petition and receive written permission, in the form of an addendum to this Agreement, from the Institution.
 27. **EMS Personnel.** Contractor shall have the responsibility for determining if EMS personnel are to be present during its use of the Facility. Contractor shall be responsible for contracting and paying for any EMS personnel, and Institution shall have no responsibility or liability for the absence, presence, activities, or payment for such EMS personnel. In its sole discretion, Institution reserves the right to require Contractor to have EMS personnel present.
 28. **Illegal Immigrants.** Tenn. Code Ann. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilizes the service of illegal immigrants in the performance of the Agreement and by signing the Agreement, the Contractor attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of illegal immigrants in the performance of the Agreement and will not knowingly utilize the services of any subcontractor, if permitted under the Agreement, who will utilize the services of illegal immigrants in the performance of the Agreement.
 29. **Iran Divestment Act.** The requirements of T.C.A. § 12-12-101 et seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Agreement. Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to T.C.A. § 12-12-106.
 30. **Tobacco-Free.** It is understood and agreed that Institution is a tobacco-free Institution, and the Tennessee Miller Coliseum is a tobacco-free facility.
 31. **PCI DSS Compliance.** If Contractor will accept credit or debit cards in its performance under this Agreement, Contractor agrees that it will, at all times during the performance of this Agreement, comply with current Payment Card Industry Data Security Standards (PCI-DSS Standards).
 32. **Debarment and Suspension.** Contractor certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 - b. Have not within a three (3) year period preceding this Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with, attempting to obtain, or performing a public (Federal, State, or Local) transaction or embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b) of this certification.
 - d. Have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
 33. **Sales and Use Tax.** Contractor is tax exempt and agrees to provide certificates of tax exemption upon request.
 34. **Insurance.** Contractor is self insured. Contractor will provide a Certificate of Insurance upon request.
 35. **Notice.**
 - a. For a notice or other communication under this Agreement to be valid (unless exempted from notice herein), it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, (3) by registered or certified mail, return receipt requested and postage prepaid, or (4) by electronic mail (email), with confirmation of receipt (such as a manual reply or read receipt).
 - b. Subject to sub-section (d) below, a valid notice or other communication under this Agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
 - i. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt;
 - ii. if it is sent by email, upon the sender receiving a reply email from the recipient acknowledging receipt, or, in the absence of such a reply, proof that the email was sent to the correct email address and not returned as undeliverable;
 - iii. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
 - c. For a notice or other communication to a party under this Agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

Contractor: Notices to the Contractor shall be sent to the Contractor's last known email address or physical address as provided by the Contractor to the Institution at the time of contract execution or as later updated by written notice to the Institution.

Institution: Tennessee Miller Coliseum
1301 East Main Street
MTSU Box 107
Murfreesboro, TN 37132


d. If a notice or other communication addressed to a party is received after 4:30 p.m. CST on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 8:00 a.m. CST on the next business day.

36. Boycott of Israel. The Institution certifies that it is not currently engaged in, and will not for the duration of the lease agreement engage in, a boycott of Israel as defined in T.C.A. 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

37. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties. No amendment or modification of this Agreement shall be deemed effective unless in writing and signed by both parties. No provision of this Agreement shall be interpreted against any party because that party or its legal representative drafted such provision.


In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

CONTRACTOR

Signature: 
Printed Name: JOHN DRAKE
Title: CHIEF OF POLICE
Date: 3-9-26

INSTITUTION

Signed by:

Signature: 
EC1F9A382F7745E...
Printed Name: For Shirman A. Thomas
Title: Executive Director, Procurement Logistic Services
Date: 3/10/2026