



**METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY**

Metro Office Building
800 President Ronald Reagan Way
P.O. Box 196300
Nashville, TN 37219-6300

September 7, 2022

To: Ron Colter, Metro Department of Finance

**Re: Vanderbilt License Agreement – Bridgestone Building
Planning Commission Mandatory Referral #2022M-033AG-001**

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for approving a license agreement between the Metropolitan Government of Nashville and Davidson County and Vanderbilt University for use office space and parking spots located at 5224 Hickory Hollow Parkway, Nashville, TN (Parcel No. 16300022100) (Proposal No. 2022M-033AG-001).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: none

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Delilah Rhodes at delilah.rhodes@nashville.gov or 615-862-7208.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lisa Milligan".

Lisa Milligan
Land Development Manager
Metro Planning Department
cc: Metro Clerk

**LICENSE AGREEMENT BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY,
BY AND THROUGH THE DEPARTMENT OF GENERAL SERVICES,
AND VANDERBILT UNIVERSITY**

This License Agreement (the “Agreement”) is made and entered into this the 19th day of August 2022, between the Metropolitan Government of Nashville and Davidson County, by and through the Department of General Services (the “GS”), and Vanderbilt University (the “Vanderbilt”) (collectively, the “Parties”).

WHEREAS, Vanderbilt is running a large traffic experiment on I-24 in collaboration with TDOT, Nissan, Toyota, General Motors, the United States Department of Energy, and the National Science foundation; and,

Whereas, Metro has located a space owned by the Metropolitan Government of Nashville and Davidson County, at 5244 Hickory Hollow Parkway, (the “Property”), that will provide sufficient office space and parking spots for Vanderbilt; and,

Whereas, the Parties desire to make a portion of the Property consisting of approximately 150 parking spots and 17,000 SF available to Vanderbilt to conduct a traffic study (the “Permitted Use”).

Now therefore the Parties herein agree:

1. Use. For the term of this Agreement Vanderbilt shall have the right to and will use the Premises solely for the Permitted Use. Vanderbilt shall not be entitled to use the Premises for any other purpose.
2. Term. The term of this Agreement will commence on October 22, 2022 and shall continue until November 22, 2022. This agreement will not be extended.
3. Fee. Vanderbilt shall pay \$19,000.00 on or before October 22, 2022.
4. Utilities. Metro shall pay all utility charges upon the Premises, including but not limited to, water, electricity, gas, sewer, sanitation, and other power or utility services used on or in connection with the Premises for the Permitted Use. There will be no utility cost to Vanderbilt
5. Maintenance.
 - a. During the Term of this Agreement, Vanderbilt shall be responsible for
 - i. routine maintenance of any improvements to the inside of the Premises; and,
 - ii. janitorial services inside the Premises.
 - b. Vanderbilt shall in no event be obligated to improve or repair the Premises in connection with such routine maintenance to a condition that is better than the condition the Premises is as of the date the Premises is delivered to Vanderbilt for the Permitted Use.
 - c. Metro shall be responsible, at its sole cost and expense, for maintaining in good working order, existing electrical and HVAC systems, gas, sewer, sanitation, and other power or utility facilities, the exterior of the Premises, including, without limitation, the walls, roof, foundation, parking lot, and other items that are structural in nature or otherwise deemed capital improvements.

6. Taxes. Vanderbilt shall be responsible for all personal property taxes or any other local, state, or federal taxes which may be assessed by virtue of its activities on the Premises.
7. Insurance. Vanderbilt will provide Metro a copy of its certificate of liability insurance coverage.
8. No Representation by Metro. Metro makes no representation or warranty to Vanderbilt regarding the Premises including, without limitation, the status of Metro's title to, the condition of, or the suitability of the Premises for the Permitted Use by Vanderbilt.
9. Indemnity. Vanderbilt will indemnify and hold harmless the Metropolitan Government of Nashville and Davidson County, its officers, agents, and employees from any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Vanderbilt its officers, employees, and/or agents, including its sub or independent contractors, in connection with this Agreement.
10. Right of Entry. Vanderbilt agrees that Metro and any other agency representative of the Metropolitan Government of Nashville and Davidson County, shall at all times during the Term with reasonable prior notice to Vanderbilt (except in emergencies) have the full power and authority to enter onto the Premises to ensure that Vanderbilt is in full compliance with the terms and conditions of this Agreement.
11. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice. Upon termination, either by written notice or operation of this Agreement, Vanderbilt shall be responsible for removal of all personal property from the Premises.
12. Improvements. Vanderbilt shall not make any permanent improvements, alterations, or changes of any kind to the Premises without the express written permission of Metro.
13. Attorneys' Fees. The Parties shall be responsible for its own attorney's fees, costs, and all other legal expenses.
14. Assignment. This Agreement may not be assigned or transferred.
15. Notice and Designation for Service of Process.
 - a. If to Vanderbilt:
Maggie Robinson, Category Manager
Purchasing Services
110 21st Avenue South
Nashville, Tennessee 37203
 - b. If to Metro:
Abraham Wescott, Director
Public Property Administration
PO Box 196300
Nashville, TN 37219-6300
16. Applicable Law. The Parties agree to comply with all applicable federal, state, and local laws and regulations.
17. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder shall continue in full force and effect.
18. Governing Law. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee.
19. Force Majeure. The Parties shall be excused for the period of any delay and shall not be deemed in default with respect to this Agreement when prevented from so doing by cause or causes beyond the Parties' control, which shall include, without limitation, all labor

disputes, fire or other casualty, acts of God, fire, flood, riot, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the respective Parties.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Effective Date. This Agreement shall be effective after executed by the Parties and filed with the Metropolitan Clerk.

[Signature Page follows]

RECOMMENDED BY:

Abraham Wescott
Abraham Wescott, Director
Public Property Administration

Vanderbilt University

Maggie Robinson
Maggie Robinson, Category Manager,
Purchasing Services

Digitally signed by Maggie Robinson
Date: 2022.08.19 16:38:48 -

randall jones
Velvet Hunter, Interim Director
Department of General Services

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kelly Flannery
Kelly Flannery, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Macy Amos
Assistant Metropolitan Attorney

APPROVED AS TO INSURANCE

Balogun Cobb
Director of Insurance

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date