

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE METROPOLITAN GOVERNMENT AND THE  
DOWNTOWN PARTNERSHIP**

This Amendment is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Metropolitan Government of Nashville and Davidson County, Tennessee, a political subdivision of the State of Tennessee, acting by and through the Metropolitan Traffic and Parking Commission ("Commission"), and the Nashville Downtown Partnership ("Partnership"), located at 150 4<sup>th</sup> Avenue, North, Suite G-150, Nashville, TN 37219 (collectively, "the Parties");

WHEREAS, the Parties previously entered into an original contract on June 7, 2017 ("the Contract"); and,

WHEREAS, the Parties entered into the First Amendment amending the Contract on March 13, 2018 ("the First Amendment"); and,

WHEREAS, the Parties now wish to further amend the Contract and the First Amendment, and to extend the term of the Contract.

NOW, THEREFORE, the parties agree as follows:

1. Except as explicitly provided herein, the terms and conditions of the Contract and the First Amendment are incorporated herein by reference, and will continue in full force and effect.
2. Section 5.1 of the Contract (and the identical Section 5.1 in the First Amendment, are hereby deleted in their entirety and replaced with the following:

5.1. The term of this contract will begin on the date this contract is signed by all required parties and filed in the office of the Metropolitan Clerk. METRO contemplates that the contract term will begin on or about June 7, 2017 (beginning date). The initial contract term will end seventy-eight (78) months from the beginning date.
3. Section 1.2 of the First Amendment is hereby deleted in its entirety and replaced with the following:

1.2 The PARTNERSHIP shall manage the Parking Facilities under the jurisdiction of METRO Department of Transportation and Multimodal Infrastructure (formerly Department of Public Works), Parking Division as of the Effective Date of this contract. The PARTNERSHIP's management of the Parking Facilities shall be subject to any other contracts in effect related to the Parking Facilities and subject to the COMMISSION's decisions regarding the Parking Facilities. Any agreements negotiated with third parties for use of parking spaces within the Parking Facilities shall be submitted to Department of Transportation and Multimodal Infrastructure for approval prior to presentation to the COMMISSION.
4. Section 1.3 of the First Amendment is hereby deleted in its entirety, and the subsequent sections shall be renumbered consecutively following Section 1.2.
5. Former Section 1.5 (now section 1.4) of the First Amendment is hereby deleted in its entirety and replaced with the following:

1.5 A yearly budget and operations forecast, including requests for capital expenses, will be prepared for review and approval as requested and defined by METRO. The yearly budget will include any requests for appropriations for capital improvements, marketing, access, shuttle support, Right of Way Landscaping Maintenance, Partnership Management Fee and parking ticket equipment upgrade and replacement. METRO will communicate the required dates for submitting this budget in accordance with annual Metropolitan Government operating budget process.

6. Section 6.7 of the First Amendment is hereby deleted in its entirety and replaced with the following:

6.7 The following expenses are deemed ordinary operating expenses and shall be paid by the PARTNERSHIP from Parking Facility Revenues in accordance with the annual budget approved by the COMMISSION each year: marketing, access, shuttle support, Right of Way Landscaping Maintenance and PARTNERSHIP Management expenses.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY  
APPROVED AS TO PROJECT SCOPE:**

*Diana Walarca*

Department Head

**APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:**

*Michelle A Hernandez Lane*

Purchasing Agent

**APPROVED AS TO AVAILABILITY OF FUNDS:**

*Kelly Flannery/TJE*

Director of Finance

**APPROVED AS TO PROOF OF INSURANCE:**

*Balogun Cobb*

Insurance Manager

**RECOMMENDED BY:**

*James Green*

Chair, Traffic and Parking Commission

**PARTNERSHIP**

Company: *Nashville Downtown Partnership*

BY: *Thomas D. Turner*

Print: *Thomas D. Turner*

Title: *President & CEO*

Sworn to and subscribed to before me, a

Notary Public, this *Wednesday* day

of *May 25*, 20*22*,

by *Ludovico Brusa*,

the \_\_\_\_\_  
of PARTNERSHIP and duly authorized to execute this  
instrument on PARTNERSHIP's behalf.



**APPROVED AS TO FORM AND LEGALITY:**



\_\_\_\_\_  
Metropolitan Attorney

**ATTESTED TO BY THE METROPOLITAN CLERK:**

Austin Kyle 6/2/2022 | 9:44 AM PDT  
Date: \_\_\_\_\_

State of Tennessee  
Notary Public

My Commission Expires 01/11/2026