

**MEMORANDUM OF UNDERSTANDING
AMONG
TENNESSEE STATE MUSEUM
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES**

This Memorandum of Understanding (hereinafter "MOU") among the Tennessee State Museum, the Metropolitan Government of Nashville and Davidson County by and through the Nashville Farmers' Market, and the State of Tennessee, Department of General Services (collectively "the Parties") is entered into this the 30th day of August, 2021.

WHEREAS, the Metropolitan Government of Nashville and Davidson County (hereinafter "Metro") entered into a lease agreement with State of Tennessee in June 1995 to allow for construction of the Nashville Farmers' Market (hereinafter "Market"). Metro exercised its option to renew the lease for an additional 20-year term in December 2014. The renewed term will expire on June 15, 2035; and

WHEREAS, the renewed lease was amended on March 4, 2016. The amendment identified 4.77 acres of the leased property (hereinafter "North Tract") that would be returned to the State for purposes of constructing the Tennessee State Museum (hereinafter "TSM"). The North Tract would include a parking lot (hereinafter "Lot"), which would be available for use by both TSM and the Market; and

WHEREAS, TSM and the Market have expressed concerns to the State of Tennessee, Department of General Services (hereinafter "DGS") that include, but are not limited to, unauthorized parkers obstructing the use of the Lot by TSM and Market patrons and the Lot's overall security and maintenance; and

WHEREAS, the Lot is not considered a "State employee" parking lot and, thus, is not subject to DGS's jurisdiction under Tenn. Code Ann. § 4-3-1105(15); however, DGS has authority over the Lot pursuant to its general care statute, Tenn. Code Ann. § 4-3-1105(12); and

WHEREAS, the Parties desire to enter into this MOU in order to document the roles and responsibilities related to the Lot and the use thereof;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

A. SCOPE:

1. Designated Location. This MOU and any resolutions listed herein are limited to the Lot and do not extend to any surrounding roads or parking areas associated with TSM or the Market.
2. Resolutions. In response to the concerns expressed by TSM and the Market, and pursuant to its general care authority over the Lot, DGS shall implement the following:
 - a. Installation of signage around the designated location identifying the area as parking for TSM and Market patrons only. The signage will provide notice that unauthorized vehicles may be towed at the owner's expense; and
 - b. Security guards will be instructed to rove the Lot between 6:00AM and 10:00AM in efforts to deter unauthorized parkers from occupying spaces prior to business hours; and
 - c. Needs for landscaping, or needs for general maintenance, or both, will be considered maintenance needs for the facility itself and will be addressed promptly.
3. Effective Date. This MOU shall be effective upon its full execution by the appropriate signatories of the Parties hereto.

B. TERMS AND CONDITIONS:

1. This MOU may be modified by written amendment that is approved and executed by the appropriate signatories of the Parties.
2. This MOU may be terminated by any party upon giving the others **at least 30 days' written notice**.
3. TSM shall be responsible for submitting requests to tow unauthorized vehicles from the Lot. The requests should be submitted to the DGS Parking Office at Parking.Services@tn.gov. Upon receipt of a request, DGS will verify whether the vehicle in question belongs to a State employee. If the vehicle does not belong to a State employee, DGS will forward TSM's towing request to the Department of Safety for further handling. However, should the vehicle belong to a State employee, TSM or otherwise, DGS will notify the requesting TSM staff and confirm TSM's intention to proceed with the towing process.
4. TSM shall be responsible for submitting Lot landscaping and general maintenance requests as needed via the online facility maintenance system. As mentioned above, landscaping and general maintenance needs will be treated as needs of the facility itself. Therefore, requests for Lot maintenance will be submitted pursuant to TSM's existing process for requesting facility maintenance. The requests will be received by TSM's Facility Administrator's Office who will address the reported needs accordingly.

5. Requests for use of the Lot by State and Non-State entities or individuals shall be sent to DGS for review and approval. The term "Use" as applied to this paragraph B.5 of these Terms and Conditions means any use other than the standard parking accommodations for TSM and Market patrons, with the purpose of providing parking for a specific group or event. Pursuant to its established authority over the Lot, DGS reserves the discretion to approve or deny requests; however, DGS will discuss any requests received with TSM as a courtesy prior to making a determination. A requestor must meet all prerequisites for use of a State parking lot including, but not limited to, providing a Certificate of Liability Insurance and executing a license agreement prior to their use. The license agreement will be between the requesting party and DGS. Use without meeting the aforementioned requirements may result in civil penalties to the unauthorized parker(s), towing of vehicles at the owner's expense, or both.
6. Requests to reserve parking for TSM and Market guests shall be sent to DGS for review and approval. The term "Guest" as applied to this paragraph B.6 of these Terms and Conditions means any individual(s) that are not general visitors to TSM or the Market, and that have been invited to a specific event or meeting. Both TSM and the Market may request reserved parking for guests. The requesting party must submit a request for use on the guests' behalf to reserve spaces within the Lot. An email confirmation will be provided to the requesting party and the specific event or meeting will be notated on DGS's parking calendar. A license agreement and certificate of insurance will not be required in this case. DGS reserves the right to limit the number of spaces reserved for guests; however, DGS will endeavor to accommodate requests when possible so long as the request(s) does not substantially interfere with the other party's use of the Lot.
7. DGS will not approve a request for exclusive use, or use of the entire Lot, if the requested date is less than 15 calendar days from the date the request is received, unless agreement is otherwise provided in writing by the Market. This condition is pursuant to a provision in the March 4, 2016 amendment.

IN WITNESS THEREOF, the Parties indicate their agreement as of the written dates adjacent to their signatures. The signatures are located on the following page.

Tennessee State Museum
1000 Rosa L. Parks Blvd., Nashville, TN 37208

Ashley Howell
Ashley Howell (Sep 2, 2021 13:16 CDT)

Ashley Howell, Executive Director
Tennessee State Museum

Sep 2, 2021

Date

Nashville Farmers' Market
900 Rosa L. Parks Blvd., Nashville, TN 37208

Charles Kizer
Charles Kizer (Sep 7, 2021 12:11 CDT)

Charles Kizer, Executive Director
Nashville Farmers' Market

Sep 7, 2021

Date

Approved as to Form and Legality:

R. Alex Dickerson
R. Alex Dickerson (Sep 3, 2021 11:30 CDT)

Metropolitan Attorney

Sep 3, 2021

Date

State of Tennessee
Department of General Services

Christi W. Branscom

Christi W. Branscom, Commissioner
Department of General Services

Sep 7, 2021

Date

Angela L. Crane-Jones March 15, 2022
Angela L. Crane-Jones
Chairwoman of Nashville Farmers Market