

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 12/16/25
 Resolution

 Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): An ordinance approving a revocable license agreement between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Human Resources, and Operation Stand Down Tennessee for the use of office space.

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):

Bonds
 Budget - Pay Plan
 Budget - 4%
 Capital Improvements
 Capital Outlay Notes
 Code Amendment
 Condemnation

Contract Approval
 Donation
 Easement Abandonment
 Easement Accept/Acquisition
 Grant
 Grant Application
 Improvement Acc.

Intergovernmental Agreement
 Lease
 Maps
 Master List A&E
 Settlement of Claims/Lawsuits
 Street/Highway Improvements
 Other: _____

FINANCE Amount +/-: \$ _____

Match: \$ _____

Funding Source: Capital Improvement Budget
 Capital Outlay Notes
 Departmental/Agency Budget
 Funds to Metro
 General Obligation Bonds
 Grant
 Increased Revenue Sources

Judgments and Losses
 Local Government Investment Project
 Revenue Bonds
 Self-Insured Liability
 Solid Waste Reserve
 Unappropriated Fund Balance
 4% Fund
 Other: _____

Approved by OMB: Aaron Pratt
 Approved by Finance/Accounts: _____
 Approved by Div Grants Coordination: _____

Date to Finance Director's Office: _____
APPROVED BY
FINANCE DIRECTOR'S OFFICE: _____

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: _____ E-mailed Clerk
 All Dept. Signatures Copies Backing Legislative Summary Settlement Memo Clerk Letter Ready to File

Ordinance No. _____

An ordinance approving a revocable license agreement between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Human Resources, and Operation Stand Down Tennessee for the use of office space. (Proposal No. 2025M-023AG-001)

WHEREAS, Operation Stand Down Tennessee owns and operates an office and retail facility (the "Facility") with approximately 16,143 rentable square feet located at 1125 12th Ave South, Nashville, Tennessee; and,

WHEREAS, the Metropolitan Government has requested to use a cubical office space within the Facility, together with associated common area or shared portions of the Facility in conjunction with Operation Stand Down Tennessee; and,

WHEREAS, the Metropolitan Government has negotiated the attached ten-year revocable license agreement with Operation Stand Down Tennessee; and,

WHEREAS, the revocable license agreement will allow the Metropolitan Government to use at no cost, a cubical office space within the Facility, together with associated common area or shared portions of the Facility; and,

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

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

Section 1. The revocable license agreement between The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Human Resources, and Operation Stand Down Tennessee, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That any amendments to this revocable license agreement shall be approved by resolution of the Metropolitan Council receiving at least twenty-one (21) affirmative votes.

Section 3. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Shannon Hall

Shannon Hall, Director
Human Resources

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed _____
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM
& LEGALITY:

Hannah Griffin _____
Assistant Metropolitan Attorney

Revocable License Agreement between the Metropolitan Government of Nashville and Davidson County and Operation Stand Down Tennessee, Contract #_____

**REVOCABLE LICENSE AGREEMENT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND OPERATION STAND DOWN TENNESSEE**

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is entered into and deemed effective as of and from the _____ day of _____, 2026 by and between OPERATION STAND DOWN TENNESSEE, a Tennessee nonprofit corporation having an address of 1125 12th Avenue South, Nashville, Tennessee 37203 (hereinafter called "Licensor") and METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a metropolitan form of government in the state of Tennessee (hereinafter called "Licensee" or "Metro").

WITNESSETH:

WHEREAS, Licensor is the owner and operator of an office and retail facility (the "Facility") located within approximately 16,143 rentable square feet at 1125 12th Avenue South, Nashville, Tennessee 37203; and

WHEREAS, Licensee has requested permission to use a cubical office space within the Facility, together with associated common area or shared portions of the Facility in conjunction with Licensor, for the time period during the Term of this Agreement as herein below contemplated; and

WHEREAS, Licensor has agreed to grant Licensee a revocable license to use the Licensed Space in the Facility under and upon, from the Effective Date forward, the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. LICENSE; LICENSED SPACE. Subject to the other terms and conditions of this Agreement, Licensor hereby grants to Licensee a revocable license to use during those time periods hereinbelow contemplated that space within the Facility as described and depicted upon Exhibit A attached hereto and consisting of no less than two 100 square feet areas of exclusive space, together with non-exclusive common area or shared space comprised of approximately 10,275 square feet to be used by Licensee on a non-exclusive basis in conjunction and in common with Licensor and its representatives, employees, agents, and other third-parties, during the designated times and days during the Term hereof (collectively, the "Licensed Space"), together with the Services, if any, outlined upon Exhibit B attached hereto and incorporated fully herein by reference.

2. USE.

(a) Licensee's use of the Licensed Space during the Term of this Agreement shall, subject to the other terms and conditions of this Agreement, be limited to the time increments on each of the days of the week and each month as specifically set forth upon Exhibit B attached hereto and incorporated herein by reference, and Licensee's use of the Licensed Space shall at all times be conducted only during such times as set forth in this Agreement during Licensor's normal business hours for the Facility and such that Licensee shall not have the right to use the Licensed Space or allocated Services (if applicable) on any days (or portions thereof) upon which the remainder of Licensor's Facility is not open for business. In the event Licensee reasonably deems it necessary to enter and use the premises under the acceptable uses within this Agreement outside of Licensor's normal business hours, Licensee shall request permission to do so from Licensor at least 24 hours prior to the desired use. Licensor shall grant or deny each request within its sole discretion. Licensee represents and warrants unto Licensor that Licensee shall use the

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Licensed Space solely within the terms and conditions herein. Licensee shall at times during its use of the Licensed Space comply with all restrictions, use covenants, laws, statutes, ordinances and governmental rule, regulation or otherwise now in force or which may be hereafter enacted or promulgated and which affect the Facility or the Licensed Space. In its use of the Licensed Premises, Licensee shall not interfere with Lessor's business operations or the business operations, use or enjoyment of any other tenant or occupant of the Building.

(b) Lessor shall provide, at no cost to Licensee, the use of a desk and chair with the Licensed Space, and office supplies. Licensee shall provide and be responsible for the use of its own computer and phone. Lessor shall allow Licensee access to and use of its WiFi network. Licensee shall be permitted reasonable use of Lessor's printer, scanner, and fax machine on an as-needed basis. Should at any point Lessor determine, in its sole discretion, that Licensee's use of the above items becomes unreasonable, Lessor may prohibit further use of such equipment.

3. TERM. Subject to the terms and conditions of this Agreement, the term (the "Term") of this Agreement shall commence on the date this Agreement is signed by all required parties and filed in the office of the Metropolitan Clerk and continue for a period of ten (10) years plus, as applicable, the balance of the month in which the Term ends so that the term ends upon the last day of a month. Notwithstanding the foregoing, however: (a) the Term of this Agreement shall end upon that date as contemplated by any notice sent by Lessor as a result of a failure to cure a default under Section 4 of this Agreement or (b) either Lessor or Licensee may terminate this Agreement at any time and for any reason by giving to the other party not less than sixty (60) days prior written notice. Licensee may terminate this Agreement in the event of condemnation or destruction of the Facility by giving the Lessor ten (10) days' prior written notice. Licensee shall surrender the Licensed Space upon expiration of each use interval, as well as upon the expiration or earlier termination of the Term of this Agreement, in good and broom clean condition as such was received by Licensee, normal wear and tear excepted, and otherwise in accordance with the provisions of this Agreement.

4. COMPENSATION. There will be no charges or fees for the performance of this Agreement.

5. TAXES. Metro shall not be responsible for any taxes that are imposed on Lessor. Furthermore, Lessor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Metro.

6. DEFAULT. Licensee shall be in default if: (a) Licensee shall violate or fail or neglect to keep and perform any of the other covenants, conditions and agreements to be kept or performed on the part of Licensee under this Agreement, and such failure shall not have been cured within fifteen (15) days after Licensee receives written notice from Lessor to so do or perform. Notwithstanding the foregoing, Licensee shall forthwith and immediately cure any default upon written notice in the event that such default, in Lessor's sole and reasonable opinion, poses any danger or inconvenience to persons or property. In the event of any uncured default by Licensee under this Agreement, Lessor may immediately terminate this Agreement upon written notice to Licensee after a reasonable period to cure.

7. INSURANCE. During the term of this Contract, Lessor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement.

- 1.) Commercial General Liability Insurance occurrence version commercial general liability insurance or equivalent form with a limit of not less than one million (\$1,000,000.00) dollars

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each occurrence for bodily injury, personal injury, and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than two times the occurrence limit. If coverage is written on a claims-made form, (1) the "retro date" must be shown and must be before the date of the contract or the beginning of the contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after termination of the contract; (3) if coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, Licenser must purchase "extended reporting" coverage for a minimum of three (3) years after the termination of the contract.

Such insurance shall:

- a.) Contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds only with respect to liability arising out of Licenser's ongoing operations performed for Metro. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
- b.) For any claims related to this agreement, Licenser's insurance coverage shall be primary insurance as respects Metro, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering Metro, its officials, officers, employees, and volunteers shall be excess of Licenser's insurance and shall not contribute with it.

2.) Workers' Compensation Insurance must be provided with statutory limits required by the State of Tennessee or other applicable laws and the Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000) dollars, as required by the laws of Tennessee.

3.) Licenser shall provide Licensee with an updated Certificate of Insurance annually, at renewal, that indicates Licenser has insurance coverage as described above.

4.) Licensee is a metropolitan form of government as set out under the Governmental Tort Liability Act in Tennessee Code Annotated § 29-20-101, et seq., and as such has its liability defined by law. The Metropolitan Government of Nashville and Davidson County carries no liability insurance; however, it is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out in the statute. This self-insurance is for the benefit of the Metro Government only and provides no indemnification for any other entity whatsoever.

8. NOTICES. Any notices required pursuant to this Agreement shall be in writing. Addresses to which notices shall be sent are as follows:

TO LICENSEE: METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Attn: Human Resources Director, Human Resources Department
700 President Ronald Reagan Way
Suite 201, Human Resources
Nashville, TN. 37210

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Tel: (615) 862-6640
Fax: (615) 862-6654

Attn: Chief of Staff, Office of the Mayor
1 Public Square
Suite 100
Nashville, TN 37201
Tel: (615) 862-5000

Attn: Deputy Director of Law
Metropolitan Department of Law
PO Box 196300
Nashville, TN 37219

TO LICENSOR: OPERATION STAND DOWN TENNESSEE

1125 12th Avenue South
Nashville, TN 37203
Attention: Executive Director
Tel: (615) 248-1981
Fax: (615) With a Copy to: (615) 248-1987
Attn: Executive Director

All notices, demands and requests which are addressed as provided above and are (i) deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, or (ii) deposited with a nationally recognized overnight courier service (e.g., FedEx, UPS or Airborne Express) for next business-day delivery, or (iii) hand delivered, shall be deemed to have been given for all purposes hereunder (a) upon the earlier of receipt or three (3) days after the time such notice, demand or request shall be deposited in the United States mail, (b) upon the earlier of receipt or two (2) business days following receipted deposit with a nationally recognized overnight courier, or (c) at the time of hand-delivery, as the case may be. Either party may change their respective notice addresses hereunder in the same manner as contemplated for other notices under this Agreement.

9. RELATIONSHIP OF PARTIES. Licensee and Licensee's representatives and employees shall perform their professional work free of any direction or control by Lessor. Lessor shall neither have nor exercise any control or direction over the methods by which Licensee or Licensee's subcontractors, representatives or its employees shall perform their work and functions. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, partnership or a joint venture relationship between Licensee and/or Licensee's subcontractors, representatives and employees and Lessor.

10. LAW GOVERNING. This Agreement shall be construed and interpreted according to the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Lessor may provide.

11. VENUE. Any action between the parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.

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12. GENERAL. This Agreement may not be altered or amended, except by an instrument in writing signed by the parties hereto. Neither this Agreement nor any short-form or memorandum hereof shall be recorded in public real estate records. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties, but Licensee may not assign or sublicense, in part or in whole, this Agreement or the rights and privileges granted to Licensee hereunder or in the Licensed Space without the express prior written permission of Lessor, which consent shall be in Lessor's discretion. This Agreement contains and embodies the entire agreement of the parties hereto as to the subject matters hereof and supersedes all prior oral or written agreements, negotiations, proposals, representations and warranties between the parties hereto as pertains to the Facility and Licensed Space, or any portions thereof. Any and all obligations and liability of Licensee existing hereunder as of the expiration or earlier termination of this Agreement for matters predating such expiration or termination date shall survive such expiration or earlier termination. If any term or provision of this Agreement or any application thereof shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. No course of dealing or course of performance between Lessor and Licensee, or any failure or delay on the part of either of them in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. As applicable, both parties each represent and warrant on their respective behalf that: (a) it is in good standing as an entity in all legally required jurisdictions and has authority to enter into and perform the obligations under this Agreement and (b) the individual executing and delivering this Agreement individually or on behalf of its respective party has been properly authorized to do so and such execution and delivery shall bind the parties hereto.

13. Indemnification and Hold Harmless.

The Lessor shall indemnify and hold harmless Metro, its officers, agents, and employees from:

- i. 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 the Lessor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the license agreement; and,
- ii. Any claims, damages, penalties, costs, and attorney fees arising from any failure of Lessor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including but not limited to, labor laws and minimum wage laws.

14. 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.

15. ENTIRE CONTRACT. This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

16. EFFECTIVE DATE. This Agreement shall not be binding upon the parties until it has been signed first by the Lessor and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Agreement shall be effective as of the date first written above.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of and from the Effective Date first above written.

THE METROPOLITAN GOVERNMENT OF LICENSOR:
NASHVILLE AND DAVIDSON COUNTY:

RECOMMENDED:

Shannon Hall

Director of Human Resources

APPROVED AS TO AVAILABILITY OF FUNDS:

Jennine Reed/mjw

Director of Finance

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Hannah Zitlin

Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Date: _____

BY: Kyle Stoffer 9/22/2024
Title: COO

Sworn to and subscribed to before me, a Notary Public, this 3rd day of September, 2025, by Christopher Stark, the Notary of Licensor and duly authorized to execute this instrument on Licensor's behalf.

Christopher Stark
Notary Public

My Commission Expires 10-04-2027



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Exhibit A

Description/Schematic of Licensed Space:

The Licensed Space shall consist of no less than 200 exclusive square feet residing in an enclosed private office area and approximately 10,275 square feet, including a classroom, a community room, and a conference room as available, shall be used by Licensee on a non-exclusive basis in conjunction and in common with Licensor and its representatives, employees, agents, and other third-parties, during the designated times and days during the Term.

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Exhibit B

Days/Hours Allocated For Licensee's Use:

Pending termination or expiration of the Term as provided for by the Agreement to which this Exhibit is attached, commencing as of the Effective Date and upon the following days: Every Monday, Tuesday, Wednesday, Thursday, and Friday from 8:00 am until 5:00 pm local time; provided, however, that notwithstanding the foregoing, Licensee shall not have the right to use the Licensed Space and/or allocated Services at any times or on any such days upon which the remainder of Lessor's Facility is not open for business.

In the event Licensee reasonably deems it necessary to enter and use the premises under the acceptable uses within this Agreement outside of Lessor's normal business hours, Licensee shall request permission to do so from Lessor at least 24 hours prior to the desired use. Lessor shall grant or deny each request within its sole discretion.