



**METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY**

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

June 20, 2023

To: Ronald Colter Metro Department of Finance

Re: **BORDEAUX HOSPITAL LICENSE AGREEMENT**
Planning Commission Mandatory Referral 2023M-028AG-001
Council District #01 Jonathan Hall, Council Member

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 resolution approving an intergovernmental license agreement between The Metropolitan Government of Nashville and Davidson County and the United States of America, acting by and through the Department of Defense, to enter certain property located at 1414 County Hospital Road owned by The Metropolitan Government, for limited military training purposes. (Proposal No. 2023M-028AG-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.

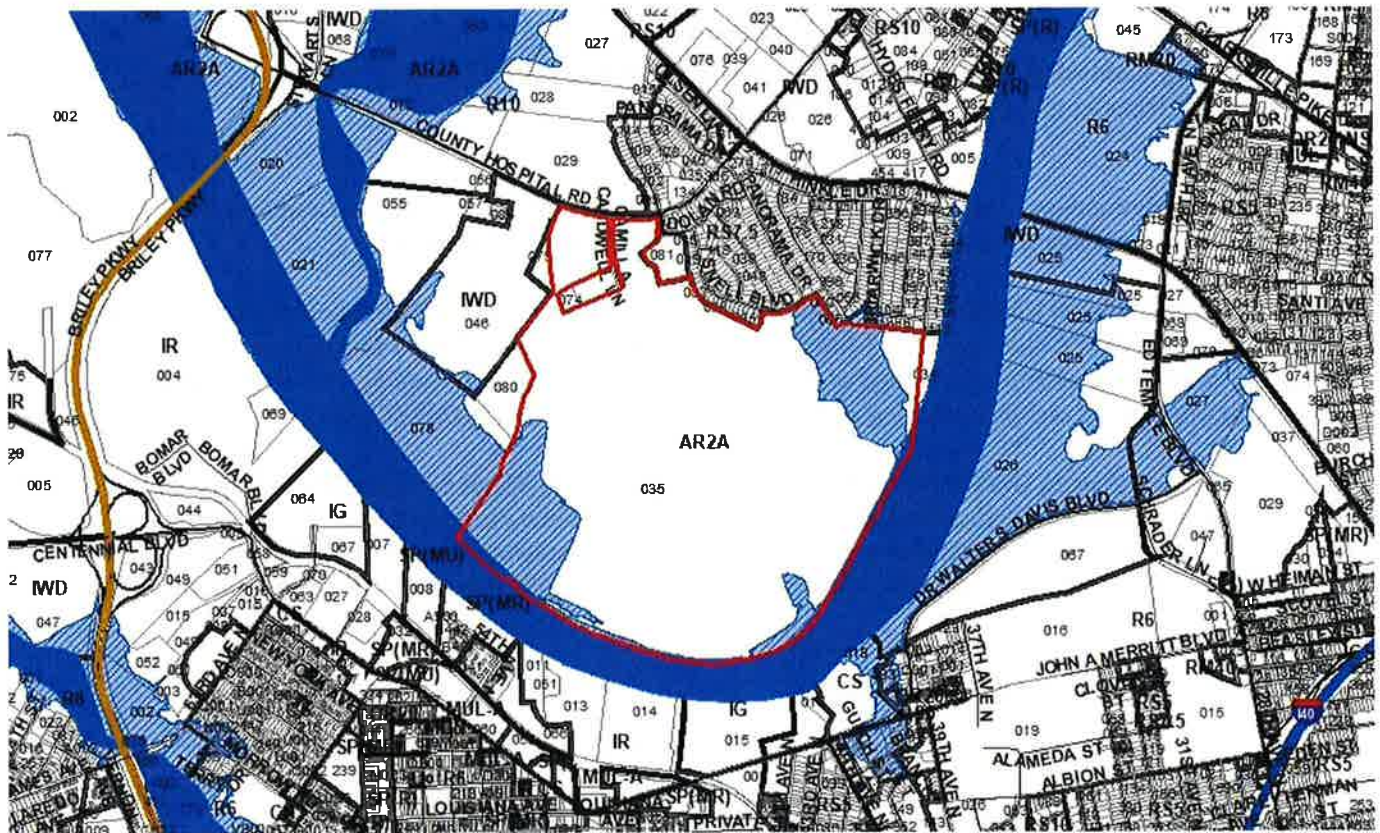
Sincerely,

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

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

Re: BORDEAUX HOSPITAL LICENSE AGREEMENT
Planning Commission Mandatory Referral # 2023M-028AG-001
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LICENSE AGREEMENT FOR THE USE OF 'BORDEAUX HOSPITAL'

THIS LICENSE AGREEMENT (this "License") is between the Department of Defense (DoD), acting as a representative for the United States Government (the "LICENSEE"), and CITY OF NASHVILLE. ("LICENSOR").

1. REVOCABLE LICENSE. The United States Government desires to use '1414 COUNTY HOSPITAL ROAD, NASHVILLE, TN 37218' ("the Properties") owned and operated by the LICENSOR for the purpose of conducting military training for personnel attached to DoD. LICENSEE agrees that the proposed training will not adversely impact the LICENSOR'S operational schedule and understands that the properties may be sold prior to the proposed date of training and unavailable for use.

2. COMPENSATION. LICENSOR agrees to make the Properties available for training at no cost to LICENSEE, subject to LICENSOR'S access and safety protocols. LICENSOR grants DoD personnel use of the Properties for training during such times as may be mutually acceptable for LICENSEE and LICENSOR. The right of access to the Properties is conditioned on the parties' agreement on particular training dates at least one (1) week in advance of the training.

3. SUITABILITY AND SAFETY. LICENSOR makes no representations that the Properties are suitable for the contemplated training. Normal operations permitting, representatives of the LICENSEE will be granted access to the Properties at least seventy-two (72) hours prior to the training to inspect and evaluate the suitability and safety of the Properties for the proposed training.

4. SECURITY. LICENSOR agrees not to enter or grant permission to others to enter the premises during the period of training without prior permission of the LICENSEE or their designated representatives during the training.

5. SCOPE OF TRAINING ACTIVITIES. LICENSOR is informed that the training may include military operations in urban terrain. Training events will exercise the use of inert military training aids, inert improvise explosive devices, and inert explosives.

6. DAMAGES. LICENSOR and LICENSEE will conduct a walkthrough of the Properties immediately following the conclusion of the military training to conduct a visual inspection of the Properties and determine the existence of any damage to the Properties. LICENSOR agrees to inform LICENSEE in writing of any damage to the Properties within five (5) days of the expiration. Failure to notify the LICENSEE within the five (5) day period constitutes a waiver of such damage claim. LICENSEE reserves the right to make repairs, subject to LICENSOR'S approval, or to pay the Fair Market Value of those repairs to LICENSOR to restore the Properties to the condition which existed at the start of the licensed use. LICENSOR agrees that such repairs or Fair Market Value payments shall be conducted at a time mutually agreed upon by both parties. Payments made by the LICENSEE under this license are subject to the availability of funds for such purpose. The LICENSOR has the right to file a claim with the DoD pursuant to the Federal Tort Claims Act (28 U.S.C. §§ 1346(b) 2671-2672, and 2674-2680) (FTCA) or the Military Claims Act (10 U.S.C. § 2733) (MCA).

FOR OFFICIAL USE ONLY

LICENSE AGREEMENT FOR THE USE OF 'BORDEAUX HOSPITAL'

In no case will the United States Government liability exceed that allowable under the FTCA or MCA.

7. THIRD PARTY INJURY. LICENSEE affirms that in the event of a third-party injury allegedly caused by the negligence of the LICENSEE, the third party has the right to file a claim with the DoD pursuant to the Federal Tort Claims Act (28 U.S.C. §§ 1346(b) 2671-2672, and 2674-2680). In no case will the United States Government liability exceed that allowable under the FTCA or MCA.

8. HOLD HARMLESS. LICENSEE will not hold LICENSOR liable for damage or destruction of LICENSEE Properties that occurred during the training as a result of LICENSEE'S training activities or for injuries to LICENSEE'S personnel.

9. TRAINING EXECUTION. LICENSEE agrees that all training at or on the Properties will be performed in a lawful, prudent, and safe manner and will not unreasonably interfere with the normal activities of LICENSOR'S operations. If LICENSOR notifies LICENSEE that the training interferes with LICENSOR'S operations, or LICENSOR otherwise requests that the training cease or be reduced, LICENSEE shall immediately, upon receipt of such notice or request, cease or reduce the training or remove personnel and equipment as appropriate to comply with LICENSOR'S notice or request. If the actual training will vary materially from the details specified, the LICENSEE will promptly notify LICENSOR of such anticipated variances and obtain LICENSOR'S consent to proceed with the material variances prior to engaging in these activities.

10. REVOCABILITY. This License is revocable by either party, at any time, with reasonable attempts made to inform the other party before preparations for the next training evolution have begun. Otherwise, this License will remain in force and effect from '11 September to 12 September 2023'.

FOR CITY OF NASHVILLE

By: Kelly Flannery
Title: Finance Director
Date:

By: Abraham Wescott
Title: Public Property Director
Date:

By: Gracy Amos
Title: Attorney
Date:

THE UNITED STATES OF AMERICA

DEMAREST.BRAD
Y.ALAN.10933330
By: 51
Brady A. Demarest
Real Estate Contracting Officer
Date:

Digitally signed by
DEMAREST.BRADY.ALAN.1093
333051
Date: 2023.06.01 22:33:25
-04'00'

Certificate Of Completion

Envelope Id: BF8114E82447482CA17487C5129F40EC	Status: Completed
Subject: Complete with DocuSign: Legislative Tracking Form - DoD Military Training (N0543978xD719A).PDF,...	
Source Envelope:	
Document Pages: 7	Signatures: 6
Certificate Pages: 15	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Ronald Colter
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Ronald.colter@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original	Holder: Ronald Colter	Location: DocuSign
6/21/2023 9:48:52 AM	Ronald.colter@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Abraham Wescott abraham.wescott@nashville.gov Security Level: Email, Account Authentication (None)	<i>Abraham Wescott</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 6/21/2023 9:53:59 AM Viewed: 6/21/2023 10:20:25 AM Signed: 6/21/2023 10:20:40 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

kelly flannery kelly.flannery@nashville.gov Security Level: Email, Account Authentication (None)	<i>kelly flannery</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 6/21/2023 10:20:41 AM Viewed: 6/21/2023 10:39:11 AM Signed: 6/21/2023 10:39:21 AM
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Electronic Record and Signature Disclosure:
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ID: 614db43e-aa67-40a9-a2c4-0aab0b189375

Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	<i>Macy Amos</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 6/21/2023 10:39:22 AM Viewed: 6/22/2023 8:20:32 AM Signed: 6/22/2023 8:21:06 AM
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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	6/22/2023 8:21:06 AM
Completed	Security Checked	6/22/2023 8:21:06 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
