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NASHVILLE PLANNING

July 18, 2024

To: Ronald Colter Metro Department of Finance

Re: Land Use Agreement – Army Training – County Hospital Road
Planning Commission Mandatory Referral 2024M-032AG-001
Council District #01 Joy Kimbrough, 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 to enter certain property located at 1414 County Hospital Road owned by The Metropolitan Government, for limited military training purposes. (Proposal No. 2024M-032AG-001).

The relevant Metro agencies (Metro Parks, Nashville Department of Transportation, 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,

Lisa Milligan
Assistant Director Land Development
Metro Planning Department
cc: *Metro Clerk*

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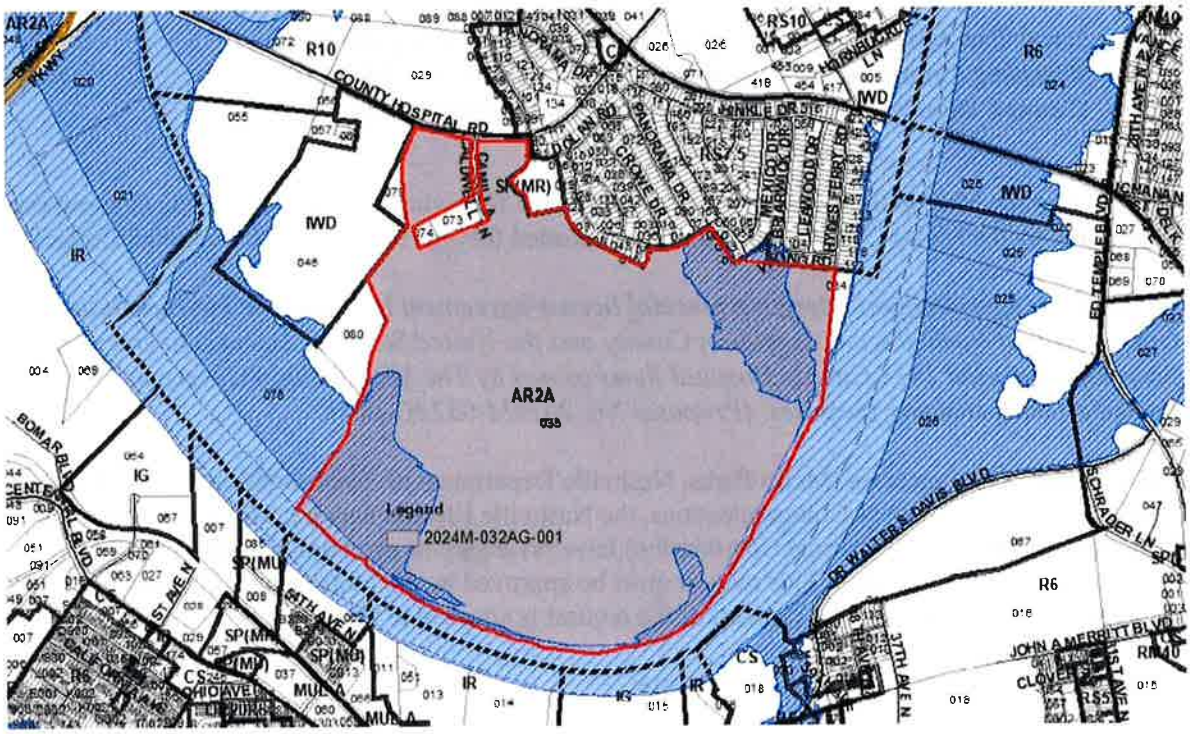

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UNITED STATES OF AMERICA LICENSE FOR REAL PROPERTY

On this 11th day of JUNE 2024 , **The City of Nashville** hereafter called the **Licensor**, whose address is **1414 County Hospital Rd. Nashville, TN. 37218 ('the properties")** does hereby grant a license to the UNITED STATES OF AMERICA, hereinafter called the **Licensee**, under the authority of Title 10, United States Code, Section 2661, to conduct field exercises and maneuvers, on the terms and conditions stated herein.

1. REVOCABLE LICENSE. **Licensor** grants to the **Licensee** the exclusive right to enter into, above, and upon the land described in paragraph 9 below during pre-coordinated training events within the period of **10/24/2024** through **10/25/2024 ,** in order to conduct military training.

2. COMPENSATION. The **Licensor** shall grant this license to the **Licensee** at **No Cost**.

3. SCOPE OF TRAINING ACTIVITIES. The training event may include the use of live and training munitions, including simunitions (paint balls), small explosive breaching charges used to enter buildings and quick, tactical movement of soldiers in and around the property, noise making distraction devices, room entry and clearance, building climbing, and the use of rotary and fixed wing aircraft. The specific training activities that will be conducted pursuant to this License agreement will be discussed and agreed to between the **Licensor** and the **Licensee** during the walkthrough, described in paragraph 4, below.

4. WALKTHROUGH. Prior to the **Licensee's** use of the land under this License, representatives of the **Licensee** and **Licensor** will conduct a walkthrough of the land to observe the general condition and to discuss required preparations, the scope of training activities, and likely repairs by the **Licensee**, if any, that may be necessary as a result of the training. The **Licensee** will prepare a written memorandum to document the scope of the training activities, repairs that the **Licensee** will perform at the conclusion of the training event, and the results of the walkthrough. Should the **Licensor** elect not to participate in the walkthrough, the **Licensee** will attach the memorandum to this License. Subsequent to the training event, representatives of the **Licensee** and **Licensor** will conduct a second walkthrough to discuss cleanup and repair issues, if any.

5. LIABILITY. The **Licensee** is responsible, under the terms of the Federal Tort Claims Act (FTCA), 28 U.S.C. 1346(b), 2671-2680, or the Military Claims Act (MCA), 10 U.S.C. § 2733, as applicable, to **Licensor** and any third parties for any injury to persons or damage to property proximately caused by the acts or omissions of **Licensee** employees acting within the scope of their employment. The **Licensee** agrees to return the property to the **Licensor** in substantially the same condition it was prior to the training event, unless otherwise agreed upon. The **Licensee** reserves the right to make repairs to the property that would return it to the condition that existed at the start of this License. The right to make repairs should not be construed as a modification of the rights and obligations under the FTCA or MCA. **Licensor** or injured third parties may use the FTCA or MCA to

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recover losses caused as a result of the training exercise that are not repaired or compensated adequately by the **Licensee** using other means.

a. The FTCA provides a means of recovery for negligent acts by **Licensee** personnel. The MCA provides a means of recovery for damages or injuries caused by military personnel conducting non-combat activities, including training, that are not the result of negligent acts. In no case will the Lessee's liability exceed that allowable under applicable law, including the FTCA and MCA.

b. Liability to the Licensee. **Licensor** is not liable to **Licensee** for damage or destruction to **Licensee** property or equipment, or injury or death to **Licensee** personnel, unless negligence on the part of the **Licensor** causes said damage. **Licensor** makes no representation that the property is suitable for the contemplated training. **Licensee** representatives will inspect and evaluate the suitability and safety of the property for the proposed training. The **Licensee** acknowledges that the land may contain hazardous conditions.

6. CONTRACT DAMAGES TO PROPERTY. **Licensor** agrees to notify the **Licensee** of any damage to the property, beyond that discussed by the parties, within five (5) days of the expiration of the period outlined in paragraph l, above. Failure to notify the **Licensee** within the five (5) day period constitutes a waiver of such damage claim. Payments made by the **Licensee** under this License are subject to the availability of funds for such purpose.

7. SECURITY. **Licensor** agrees not to enter or grant, permission to others to enter onto the property during the period of training without prior permission of the **Licensee. Licensor** consents to the **Licensee's** placement of guards at various points to prevent observation and participation in the training by persons not authorized to do so.

8. LICENSOR'S REPRESENTATION. **Licensor** makes no representation as to whether the premises are occupied or vacant. It is solely the **Licensee's** responsibility to determine and maintain the vacancy of the premises throughout the term of this License. **Licensor** represents only that neither **Licensor** nor any of his agents, contractors, or employees shall enter the premises during the period of this License without **Licensee** consent, except to revoke this License pursuant to paragraph 7, above. See additional points on the Walk through/Waiver.

9. PROPERTY DESCRIPTION. The lands or premises affected by this License are located in the State of **TN,** County or City of **Nashville,** and are further described as:

County Hospital ("The Properties")
1414 County Hospital Rd. Nashville, TN. 37218

10. FACSIMILE. The parties agree that a PDF of this License bearing signatures of the Parties' representatives is valid for all purposes.

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11. NOTICE.

a. Any notice under this License shall be in writing signed by a duly authorized representative of the party giving such notice.

b.If given by the **Licensee**, such notice shall be addressed to the **Licensor** at the address above or by email of a scanned document to **joshua.black@nashville.gov** or by hand delivery. Notice is effective the day after the date of mailing, hand delivery to the **Licensor**, or transmission of e-mail.

c.If given by the **Licensor**, such notice shall be addressed to the **Licensee** at: Commander, 5th Special Forces Group (Airborne), 6101 Tennessee Avenue, Forth Campbell, KY 42223 by e-mail of a scanned document to **jason.moore@socom.mil** or by hand delivery. Notice is effective the day after the date of mailing, hand delivery to the **Licensee**, or transmission of e-mail.

12.AGAINST CONTINGENT FEES. The **Licensor** warrants that no person or selling agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or a contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the **Licensor** for the purpose of securing business. For breach or violation of this warranty the **Licensee** shall have the right to annul this License without liability therefore, or in the **Licensee's** discretion, to deduct from the COMPENSATION in Article 2, the full amount of such commission, percentage, brokerage, or contingent fee.

13.OFFICIALS NOT TO BENEFIT. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

14. GRATUITIES.

a. The **Licensee** may, by written notice to the **Licensor**, terminate the right of the **Licensor** to proceed under this License if it is found, after notice and hearing, by the Secretary of the Army or the Secretary of the Army's duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the **Licensor**, or any agent or representative of the **Licensor**, to any officer, or employee of the **Licensee** with a view toward securing a license or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such a license; provided that the existence of facts upon which the Secretary of the Army or the Secretary of the Army's duly authorized representative makes such findings, shall be in issue and may be reviewed in any competent court.

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b. In the event this License is terminated as provided in Article 14.a hereof, the **Licensee** shall be entitled: (i) to pursue the same remedies against the **Licensor** as it could pursue in the event of a breach of this License by the **Licensor**, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or Secretary of the Army's duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the **Licensor** in providing any such gratuities to an such officer or employee.

c. The rights and remedies of the **Licensee** provided in this Article 14 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License.

15. MODIFICATION. No Change or modification of this License shall be effective unless it is in writing and signed by both parties to this License.

16. DISPUTES CLAUSE.

a. All disputes arising under or relating to this License shall be resolved under the provisions of the Contract Disputes Act of 1978, as amended (41 U.S.C. §§601-613).

b. The Parties shall proceed diligently with their performance of this License, pending final resolution of any request for relief, claim, appeal, or action arising under the License.

17. ENTIRE AGREEMENT.

a. This License contains all terms and conditions agreed to by the parties and no other verbal statement or conditions will be honored without an amendment to this License in writing as provided in Article 15, above. The failure of either party to insist on strict performance of any covenant or condition hereof or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition, or option in any other instance.

b. This License cannot be changed or terminated orally. The provisions of this License shall apply to, bind and inure to the benefit of **Licensor** and **Licensee**, and their respective heirs, successors, legal representatives and assigns of the parties hereto.

c. Nothing in this license agreement shall constitute, or be deemed to constitute an obligation of future appropriations by the **Licensee**, for the costs herein set forth.

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IN WITNESS WHEREOF, the parties have subscribed their names as of the date first above written.

UNITED STATES OF AMERICA

By: Abraham Wescott

Phone: _____
Email: _____

Address for notice:

By: SCHWAB.SCOTT.LINDSAY.1466500468 Digitally signed by SCHWAB.SCOTT.LINDSAY.1466500468 Date: 2024.06.21 15:46:56 -05'00'

Government Representative

Phone: 505 215 9460
Email: scott.l.schwab.mil@socom.mil

Address for notice:
6101 Tennessee Avenue
Fort Campbell, KY 42223

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SUBJECT: Walk-through/Waiver

1 As a result of the walk-through/waiver conducted on 07 JUNE 2024 by representatives of the **Licensee** and the **Licensor**, the following agreements were made:

a. Explosive door breaching: Authorized on USG provided and installed doors only

b. Mechanical door breaching: Authorized on USG provided and installed doors only

c. Explosive window breaching: Authorized on USG provided and installed windowns only.

d. Mechanical window breaching: Authorized on USG provided and installed windows only.

e. Other breaching (vaults, roofs, etc.): Not Authorized

f. Re-securing the building: The government is responsible for securing the building and maintaining the security of the building throughout the training events. Once training is complete a government representative will return the keys to the owner or representative.

g. Debris removal: The government will remove all debris associated with training.

h. Climbing limitations: None

i. Off limits areas: All off-limits areas will be marked in accordance with standing operating procedures by placing an "X" with tape over areas designated "OFF-LIMITS" by the owner.

j. Simunitions/paintballs: Authorized

k. Flash bangs: Authorized

l. Additional Points: Prior to conducting training a government representative will contact, coordinate, and schedule use of the building with lessor for each proposed training event. At the completion of each training event, a government and the lessor will conduct a post training walk through and identify any damages caused by the training event.

m. Helicopter landings: Authorized

Printed Name of **Licensor**:

Licensee Representative:
CPT Schwab, Scott L.

DocuSign

Certificate Of Completion

Envelope Id: 9BA8FC7C644F47F3A1A330FEFC99FCD0 Status: Completed

Subject: Complete with Docusign: Tracking - Army Training at 1414 County Hospital Rd._Final.pdf, Legisla...

Source Envelope:

Document Pages: 11 Signatures: 4 Envelope Originator:

Certificate Pages: 15 Initials: 0 Ronald Colter

AutoNav: Enabled 730 2nd Ave. South 1st Floor

EnvelopeId Stamping: Enabled Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada) Ronald.colter@nashville.gov

IP Address: 170.190.198.191

Record Tracking

Status: Original Holder: Ronald Colter Location: DocuSign

7/22/2024 11:07:32 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	Signature	Timestamp
Abraham Wescott abraham.wescott@nashville.gov Security Level: Email, Account Authentication (None)	Abraham Wescott Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 7/22/2024 11:15:02 AM Resent: 8/15/2024 9:23:47 AM Viewed: 8/15/2024 9:44:32 AM Signed: 8/15/2024 9:44:54 AM
Electronic Record and Signature Disclosure: Accepted: 8/15/2024 9:44:32 AM ID: b77120a6-f208-4424-a154-0342953d351e		
kevin crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)	kevin crumbo/mjw Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 8/15/2024 9:44:55 AM Viewed: 8/19/2024 11:21:49 AM Signed: 8/19/2024 11:24:02 AM
Electronic Record and Signature Disclosure: Accepted: 8/19/2024 11:21:49 AM ID: b9711af1-0507-47a8-8a06-be8a72d47e67		
Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	Macy Amos Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 8/19/2024 11:24:04 AM Viewed: 8/19/2024 11:24:40 AM Signed: 8/19/2024 11:25:00 AM
Electronic Record and Signature Disclosure: Accepted: 8/19/2024 11:24:40 AM ID: dc492ae7-f301-4a31-bd49-a899cb8ec29c		

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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/22/2024 11:15:02 AM
Certified Delivered	Security Checked	8/19/2024 11:24:40 AM
Signing Complete	Security Checked	8/19/2024 11:25:00 AM
Completed	Security Checked	8/19/2024 11:25:00 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure