



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2024-919, **Version:** 1

A resolution approving Amendment One to a Lease Agreement by and between the Metropolitan Government of Nashville and Davidson County acting by and through the Metropolitan Board of Education and Liberty Collegiate Academy (Proposal No. 2021M-013PR-001).

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Education, and Liberty Collegiate Academy previously entered into a lease agreement, approved by BL2021-1013, for the purpose of a charter school; and,

WHEREAS, the parties desire to amend the lease agreement; and,

WHEREAS, Amendment One to the lease agreement is attached hereto and incorporated herein; and,

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

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

Section 1. This amendment one to the Lease agreement between The Metropolitan Government of Nashville and Davidson County and Liberty Collegiate Academy, which is attached hereto and incorporated herein, is hereby approved.

Section 2. This resolution shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution approves the first amendment to a lease agreement between the Metropolitan Board of Education and Liberty Collegiate Academy, previously approved pursuant to Ordinance No. BL2021-1013.

The original lease agreement approved the use of 35,158 square feet of the property at 3515 Gallatin Pike as a charter school. The term of the lease began on July 14, 2021, and ends on June 30, 2031. The lease includes the cost of grounds maintenance, preventative maintenance, and refuse removal provided by MNPS's contracted providers, as well as major building systems components and capital repairs. The lease payment was \$5.00 per square foot in Year 1, \$6.00 per square foot in Year 2, and increases by 3% each year throughout the term of the lease.

The amendment under consideration reduces the total amount of usable square footage by 6,714 square feet, from 35,158 to 28,444 square feet. The total monthly lease payment would be reduced accordingly, however, the lease payment rate per square foot would remain the same as the original lease. In addition, a provision in the contract regarding criminal background checks would be updated and the amendment would add language required by Tenn. Code Ann. § 12-4-119 prohibiting the contractor from engaging in a boycott of

Israel for the duration of the contract.

Fiscal Note: This amendment changes the total usable square footage to 28,444 and will not change basic lease cost per square foot. The monthly lease is reduced beginning with July 1, 2024, to June 30, 2025, Year 4, of the agreement from \$18,649.56 to \$15,088.12.