

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 04/21/26

Resolution Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): An ordinance approving a Revocable License Agreement by and between Nashville Riverboats, LLC ("NRB") and

The Metropolitan Government of Nashville and Davidson County ("Metro"), by and through the Metropolitan Nashville Police Department ("MNPD") and

Nashville Fire Department ("NFD") for use of a commercial boat dock.

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):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ _____ Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	Match: \$ _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____ Date to Finance Director's Office: _____ APPROVED BY FINANCE DIRECTOR'S OFFICE: _____
Approved by OMB: _____ Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	

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: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

Ordinance No. _____

An ordinance approving a Revocable License Agreement by and between Nashville Riverboats, LLC ("NRB") and The Metropolitan Government of Nashville and Davidson County("Metro"), by and through the Metropolitan Nashville Police Department ("MNP") and Nashville Fire Department ("NFD") for use of a commercial boat dock.

WHEREAS, NRB is the owner and operator of a commercial boat dock on the Cumberland River located at 1941 Cement Plant Road in Nashville, Tennessee 37208 ("Docks"); and,

WHEREAS, Metro has requested permission to dock a minimum of two and, subject to available space, a maximum of four police and fire boats at the Docks; and,

WHEREAS, NRB has agreed to grant Metro a revocable license to use the Docks for the purpose of docking up to four police and fire boats; and,

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


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

Section 1. That the Revocable License Agreement between Nashville Riverboats, LLC and The Metropolitan Government of Nashville and Davidson County, by and through the Metro Nashville Police Department and Nashville Fire Department, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That any amendment to this 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 final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

signed by:


62377A2A8742469
Jenneen Reed, Director
Department of Finance

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO FORM AND LEGALITY:

signed by:


6A5D07C0404243F...
Assistant Metropolitan Attorney

**REVOCABLE LICENSE AGREEMENT BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND NASHVILLE RIVERBOATS, LLC**

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is entered into and deemed effective as of and from the 25 day of MARCH, 2026 by and between NASHVILLE RIVERBOATS, LLC, a Florida limited liability company having an address of 214 Second Avenue North, Suite 203, Nashville, Tennessee 37201 (hereinafter called "Licensor") and THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a metropolitan form of government in the state of Tennessee (hereinafter called "Licensee" or "Metro"), by and through the Metro Nashville Police Department and Nashville Fire Department.

WITNESSETH:

WHEREAS, Licensor is the owner and operator of a commercial boat dock on the Cumberland River located at 1941 Cement Plant Road in Nashville, Tennessee 37208 (the "Facility"); and

WHEREAS, Licensee has requested permission to dock a minimum of two and, subject to available space, a maximum of four police and fire boats at the Facility (the "Docks"), 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 Docks at Facility for the purpose of docking up to four police and fire boats upon the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the promises, 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 the Docks as described and depicted upon Exhibit A attached hereto (collectively, the Licensed Space").

2. USE.

(a) Licensor shall provide, at no cost to Licensee, reasonable access to the Docks at all times, 24 hours per day, 365 days per year, from the Facility parking area.

(b) This Agreement does not entitle Licensee to any use of parking spaces at the Facility.

(c) Licensee's use of the Licensed Space during the Term of this Agreement shall 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. Licensee shall also comply with Licensor's security plan for the Facility and the applicable U.S. Coast Guard requirements for passenger vessels. In its use of the Licensed Premises, Licensee shall not interfere with Licensor's business operations or the business operations, use or enjoyment of any other tenant or occupant of the Facility.

(d) Licensee shall maintain the Licensed Space in clean, sanitary, and operable condition and shall be responsible for all damage, repairs, and replacement obligations necessitated directly from Licensee's use or misuse of the Space. Licensee shall not permit any of its employees, agents, officers, contractors,

or attendees to deface, destroy or remove any property of Licensor, whether real or personal, at or on the Licensed Space. Licensee further agrees that on the date this Agreement terminates, for any reason whatsoever, the Licensed Space shall be left in a clean and sanitary condition, which is in the same condition as the Licensee received the Licensed Space on the commencement date, excepting ordinary wear and tear. Licensee shall be responsible for all reasonable and necessary expenses to repair or replace any property of Licensor due to defacement, destruction, damage or loss occurring while in use by Licensee, normal wear and tear expected.

(e) Metro/Licensee will not indemnify, defend, or hold harmless in any fashion Licensor for any claims arising from any failure, regardless of any language in any attachment or other document that Licensor may provide.

(f) Licensee shall cause its vendors and contractors servicing Licensee's boats at the dock to agree to execute a vendor release of liability whereby the vendor/contractor will agree to: (1) follow oral and written instructions given by the Licensor; (2) indemnify Licensor from claims and causes of action resulting from the vendor/contractor's activities on the Licensed Space, (3) pay for damages caused by the contractor/vendor's negligent, reckless, or willful actions, and (4) maintain liability and workers compensation insurance coverage in the minimum amount of \$1,000,000, naming Licensor as additional insured.

(g) Licensor assumes no responsibility for any damage or loss of Licensee's personal property.

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 through April 30, 2030. Notwithstanding the foregoing, however: (a) the Term of this Agreement shall end upon that date as contemplated by any notice sent by Licensor as a result of a failure to cure a default under Section 4 of this Agreement or (b) either Licensor or Licensee may terminate this Agreement at any time and for any reason by giving to the other party not less than thirty (30) days prior written notice. Licensee may terminate this Agreement in the event of condemnation or destruction of the Facility by giving the Licensor 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 in the same or better 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 is tax exempt and therefore shall not be responsible for any taxes that are imposed on Licensee. Furthermore, Licensor 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 Licensor 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 Licensor'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, Licensor may immediately terminate this Agreement upon written notice to Licensee after a reasonable period to cure.

7. INSURANCE. During the term of this Contract, Licensor 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 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, Licensor must purchase "extended reporting" coverage for a minimum of three (3) years after the termination of the contract.
- 2.) Licensor shall provide Licensee with an updated Certificate of Insurance annually, at renewal, that indicates Licensor has insurance coverage as described above.
- 3.) 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: Cpt. Of the Special Operations Division
Metropolitan Nashville Police Department
600 Murfreesboro Pike, P.O. Box 196300
Nashville TN, 37219

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

TO LICENSOR: NASHVILLE RIVERBOATS, LLC

214 Second Avenue North, Suite 203
Nashville, TN 37201
Attention: Troy Manthey
Tel: 813-477-2359

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 Licensor. Licensor 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 Licensor.

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 Circuit or Chancery Courts of Davidson County, Tennessee.

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 Licensor, which consent shall be in Licensor'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 Licensor 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. 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.

14. IRAN DIVESTMENT ACT. In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Licensor certifies that to the best of its knowledge and belief, neither Licensor nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

15. BOYCOTT OF ISRAEL. Licensor certifies that it is not currently engaged in, and will not for the duration of the lease agreement engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

16. NON-DISCRIMINATION. Notwithstanding any other provision of this Agreement, Licensee warrants that no person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the performance of this Agreement or in the employment practices of Licensee on the grounds of handicap or disability, age, race, color, religion, sex, sexual orientation, national origin, or any other classification protected by the laws of the United States or the state of Tennessee. Licensee shall post notices of nondiscrimination as required by law.

17. SEVERABILITY. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

18. 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.

19. 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.

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:**

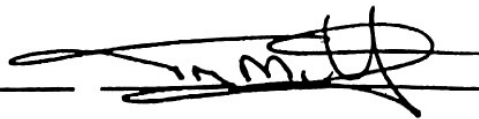
**METROPOLITAN NASHVILLE POLICE
DEPARTMENT:**

BY: Troy Manthey

Signed by:

Chief John Drake

**John Drake
Chief of Police**



Title: CEO

NASHVILLE FIRE DEPARTMENT:

Signed by:
Chief William Swann
11A644EDC8CF446...

Initial
W/S

Sworn to and subscribed to before me, a
Notary Public, this 25th
day of March, 2020,
by Troy M. Manthey,
the CEO of

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:
Jenneen Reed/mjr
62371A2A8742489...

DS
AP

Licensor and duly authorized to execute
this instrument on Licensor's behalf.

APPROVED AS TO RISK AND INSURANCE:

Signed by:
Balogun Cobb
88864BF12FD741C...

Keisha Griggs
Notary Public
My Commission Expires 9/7/2020

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Lexie A. Ward
6A5DC7C8194243F...



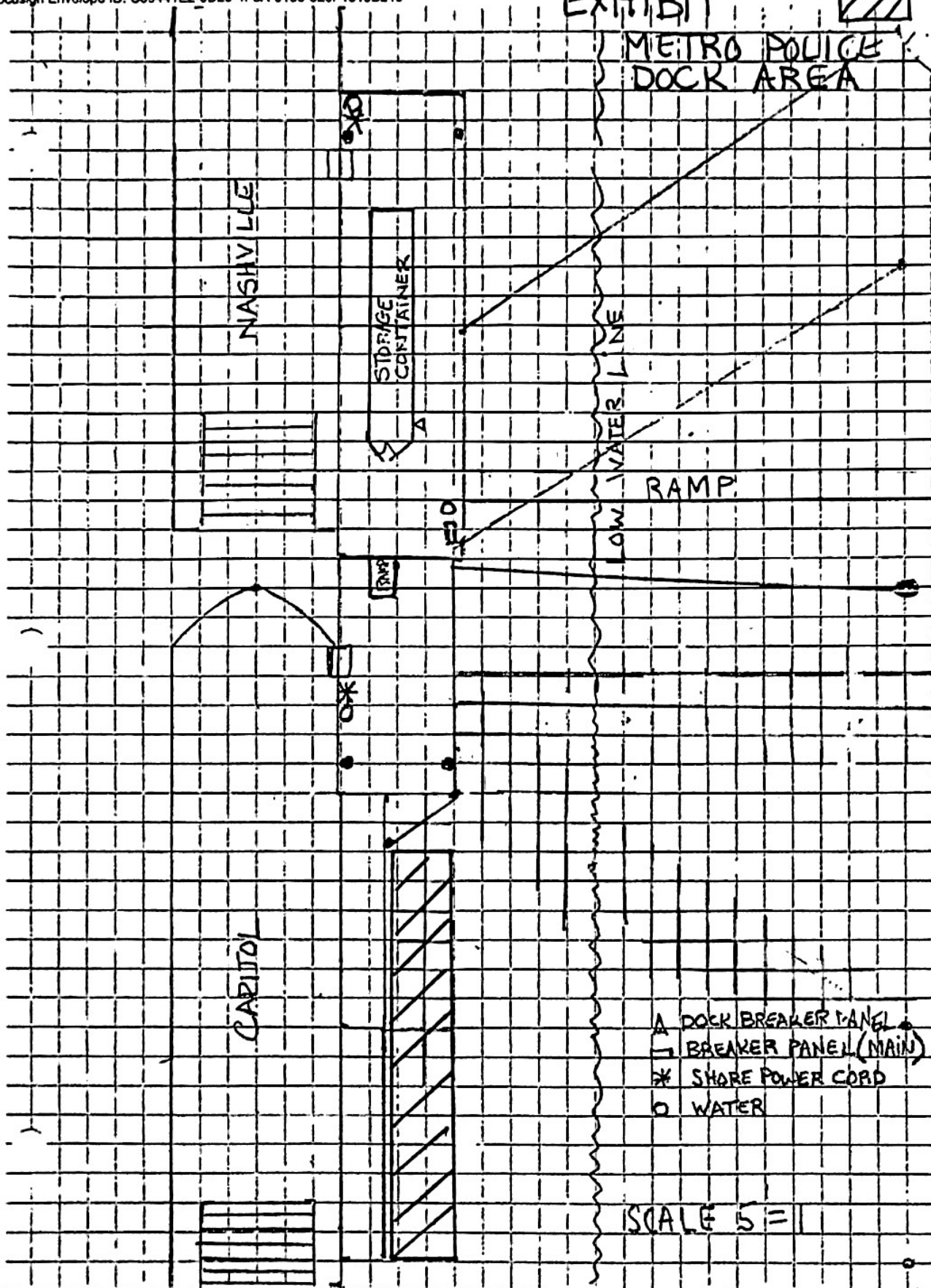
FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Date: _____

EXHIBIT



METRO POLICE
DOCK AREA



- A DOCK BREAKER PANEL
- B BREAKER PANEL (MAIN)
- * SHORE POWER CORD
- WATER

SCALE 5 = 1

NRB DOCK ARRANGEMENT 3-6-26