

**RIVERFRONT PARK AGREEMENT
BETWEEN**

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON
COUNTY**

**BY AND THROUGH THE
METROPOLITAN PLANNING DEPARTMENT**

AND

THE NASHVILLE DOWNTOWN PARTNERSHIP

This Agreement by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), through the Planning Department ("Planning") and the Nashville Downtown Partnership ("NDP"), is entered into this the ____ day of ____, 2024.

WHEREAS, the city of Nashville is interested in a vibrant, welcoming, clean, safe, active, and attractive Riverfront; and

WHEREAS, Planning wishes to utilize the services of the NDP to operate, program services and promote events at Riverfront Park ("Park").

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Agreement Term

The Agreement Term will begin on the date this Agreement is approved by the Metropolitan Council and filed in the Metropolitan Clerk's Office. The Agreement Term will end (length) months from the date of filing with the Metro Clerk's Office. In no event shall the term of this Agreement exceed (60) months. The Parties agree to negotiate extensions of this agreement in good faith as needed, at the sole discretion of Planning, and extensions of this agreement may be effectuated by written agreement executed by both parties.

2. NDP Performance of Services

a. NDP, in coordination with Block-by-Block (Vendor), will provide services during stated hours for Riverfront Park, located at 100 1st Ave N., Nashville, as described in Exhibit A, attached hereto to this Agreement and incorporated herein.

3. NDP Park Operations Oversight

a. NDP will partner with Planning to operate, program and promote events.

b. NDP, through members of its Parks team, will provide daily management of Park operations.

- c. NDP will provide training and day to day management of Park hosts.
- d. NDP will produce and promote Park programming on behalf of Planning beginning on (date). NDP will provide a slate of Park programming every month which shall be evaluated and agreed upon by both parties. All Park programming will be subject to an agreed-upon budget. Park programming may be cancelled at the discretion of the parties due to inclement weather or a force majeure event. For purposes of this paragraph, a force majeure event is any act of God, storm, fire, casualty, pandemic or epidemic, as reported by the World Health Organization (WHO) or Center for Disease Control and Prevention (CDC) or the National Institutes of Health (NIH), measures of government authority taken in response to a pandemic or epidemic, work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond either parties' control.
- e. The parties will coordinate on all decisions regarding programming, vendors, special events and any other functions of Park operations throughout the term of this agreement. Notwithstanding the foregoing, Planning reserves the right to veto all programming, vendors, special events, and any other functions of Park operations at Planning's sole discretion.
- f. In coordination with Metro Parks, NDP will manage Park maintenance and landscaping. Notwithstanding the foregoing, NDP nor its vendors shall be liable for programming elements.
- g. NDP and Planning agree to honor and uphold all use guidelines and restrictions implemented by the Metropolitan Parks Board and currently in place upon the execution of this Agreement and will secure all necessary permits from the Parks Board, if required, for Park programming and scheduled events.

4. Planning Responsibilities.

- a. Planning agrees to provide NDP a two-week notice of any staffing schedule change, as shown in Exhibit A.
- b. Planning agrees to provide a point-of-contact Planning staff member for program coordination and overall Agreement coordination.

5. Compensation.

NDP shall remit invoices for services performed pursuant to this Agreement to Planning no more frequently than monthly for satisfactorily and accurately performed services. NDP shall be paid as work is completed and invoices are approved by Planning. Invoices shall reference this Agreement and be accompanied by any necessary supporting documentation as required by Planning to support performance of services.

NDP shall be responsible for payment to any subcontractors NDP employs to carry out performance of this Agreement. When payment is received by NDP, NDP shall within (14) calendar days remit payment to subcontractors for the amounts they are due. If Planning is

informed that subcontractors have not been paid, Planning shall have the right, but not the duty, to issue future checks to NDP and subcontractors as joint payees.

Planning has a budget of \$800,000 for services to be performed under this Agreement. In no event, will payment for services exceed the budgeted amount.

6. Assignment.

NDP shall not assign this Agreement or any of NDP's obligations or responsibilities hereunder without the written consent of Planning.

7. Termination.

If NDP fails to properly perform its obligations under this Agreement or violates the terms of this Agreement, then Planning shall have the right to terminate this agreement immediately.

Planning shall have the right to terminate this agreement at any time upon thirty (30) days written notice to NDP.

Should funding for this Agreement be discontinued, Planning shall have the right to terminate this agreement upon written notice to NDP.

8. Modification of Agreement.

This Agreement may be modified by written amendment that is executed and approved by the appropriate signatories of the parties on the signature page of this Agreement.

9. Nondiscrimination.

No person on the grounds of disability, age, race, color, religion, sex, or national origin, or any other classification protected by federal and/or state constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination in the performance of this Agreement.

10. Indemnification and Insurance.

NDP agrees to indemnify and hold Metro harmless from any and all claims, costs, damages and judgments arising out of the services provided pursuant to this Agreement as a result of the willful or negligent act of NDP, its agents, employees, or invitees, and to assume any and all responsibility and liability therefore, including but not limited to costs and expenses incurred by Planning in defense of any action and to discharge any judgment that may be rendered therein.

Throughout the term of this Agreement, NDP shall maintain a policy of general liability insurance covering its operations, issued by an insurer authorized to do business in Tennessee, having a limit of not less than \$1,000,000, and naming The Metropolitan Government of Nashville and Davidson County as an additional insured. NDP shall also

maintain Workers Compensation insurance. NDP shall provide proof of insurance pursuant to this section prior to commencing any services contemplated herein.

11. Partnership/Joint Venture.

This Agreement shall not in any way be construed or intended to create a partnership or joint venture between the Parties or create a relationship of principal and agent between or among the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the term of this Agreement.

12. Governing Law and Venue.

The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document NDP may provide.

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

13. Entire Agreement.

This is the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

Lucy Kempf, Director
Metropolitan Department of
Planning

Tom Turner, President and CEO
Nashville Downtown Partnership

Filed in the Office of the Metropolitan Clerk:

_____ Date: _____
Metropolitan Clerk