



JASON E. MUMPOWER
Comptroller

**SPECIAL MEETING
OF THE
TENNESSEE STATE SCHOOL BOND AUTHORITY
AUGUST 10, 2022
AGENDA**

1. Call meeting to order
2. Consideration and approval of the Resolution to Approve the Borrowing of Money by Another Method for the Tennessee State University (Best Western – Brick Church Pike)
3. Consideration and approval of the Resolution to Approve the Borrowing of Money by Another Method for the Tennessee State University (Red Roof Inn)
4. Consideration and approval of the Resolution to Approve the Borrowing of Money by Another Method for the Tennessee State University (Ramada Inn Opryland)
5. Consideration and approval of the Resolution to Approve the Borrowing of Money by Another Method for the Tennessee State University (Candlewood Suites North)
6. Consideration and approval of the Resolution to Approve the Borrowing of Money by Another Method for the Tennessee State University (La Quinta Inn Briley)
7. Consideration and approval of the Resolution to Approve the Borrowing of Money by Another Method for the Tennessee State University (House of God)
8. Adjourn

Tennessee State Univeristy Total Lease Cost

Residence Hall / Hotel Description	Number of Beds	Cost per student	Student Housing Revenue (Fall)	# of Rooms	Cost per room	Housing Costs (Fall)	Net
Hotel Leases:							
<u>Fall</u>							
Best Western	259		1,034,850.00	159	115.00	2,367,907.50	\$ (1,333,057.50)
Red Roof Inn	180		719,000.00	110	90.00	1,282,050.00	(563,050.00)
Ramada Inn	321		1,276,950.00	183	115.00	2,378,085.00	(1,101,135.00)
Candlewood Suites	133		539,150.00	101	139.00	1,586,407.00	(1,047,257.00)
LaQuinta - Briley	219		865,050.00	134	115.00	1,741,330.00	(876,280.00)
House of God	163		643,850.00	163	28.00	615,488.00	28,362.00
Total	1,275		5,078,850.00	850	602.00	9,971,267.50	\$ (4,892,417.50)
Shuttle, Security and Food			-			345,000.00	(345,000.00)
						Fall	\$ (5,237,417.50)
<u>Spring</u>							
Best Western	259		1,034,850.00	159	115.00	2,367,907.50	(1,333,057.50)
Red Roof Inn	180		719,000.00	110	90.00	1,282,050.00	(563,050.00)
House of God	163		643,850.00	163	28.00	615,488.00	28,362.00
Total	602		2,397,700.00	432	233.00	4,265,445.50	\$ (1,867,745.50)
Shuttle, Security and Food						90,000.00	(90,000.00)
						Spring	\$ (1,957,745.50)
						Lease Expense Fall & Spring Total	
							\$ (7,195,163.00)
<u>Year 2 & 3</u>							
House of God - two years (of three-year contract)	163		643,850.00	163	28.00	615,488.00	
Four semesters			X 4			X 4	
Total			2,575,400.00			2,461,952.00	113,448.00

Tennessee State University
Calculation of Available Fund Balances- Auxiliary Enterprises
As of June 30, 2022

New Construction Projects	2,828,836.49	
Major Renovations	34,592,817.20	
Renewal and Replacement	13,709,771.42	
Total Plant Funds		<u>51,131,425.11</u>
Commitments	(8,652,818.28)	
Maximum Annual Debt Service (MADS)	(10,786,952.47)	
Encumbrances	(2,201,795.28)	
Total Commitments		<u>(21,641,566.03)</u>
Net Unexpended Plant Funds		<u>29,489,859.08</u>
Transfers to Auxiliaries for Retirement of Indebtedness	18,042,913.19	
Transfers to Auxiliaries for Renewal and Replacement	10,806,693.45	
Transfer to Auxiliaries for Unexpended Plant	18,025,610.53	
Total Transfers		<u>46,875,217.17</u>

**RESOLUTION TO APPROVE THE
BORROWING OF MONEY BY ANOTHER METHOD BY
TENNESSEE STATE UNIVERSITY**

Recitals

Whereas, Tennessee State University (“TSU”) has experienced an unprecedented demand for student housing due to increased enrollment and the need to accommodate COVID-19 protocols, including social distancing and quarantines; and

Whereas, TSU is proposing to partially meet its current housing needs by entering into a lease agreement (the “Lease”) with Sai Hotel, LLC d/b/a Best Western Plus/Residency Executive (“Best Western Plus”) located at 2401 Brick Church Pike, Nashville, TN 37207; and

Whereas, pursuant to the Lease, TSU will have access to one hundred and fifty-nine (159) rooms (the “Rooms”) that will provide a total of two hundred and fifty-nine (259) beds (one hundred [100] double bedrooms, and fifty-nine [59] single bedrooms) and, in addition, give access to all Best Western Plus public spaces and amenities including parking and laundry facilities; and

Whereas, Best Western Plus will also provide room cleaning services bi-weekly; and

Whereas, TSU will provide shuttle service to/from campus for the convenience of its students and TSU police and security will monitor Best Western Plus and provide any necessary security and TSU will also provide residence services for its students residing at Best Western Plus; and

Whereas, the Lease benefits both TSU and its students through:

- Increased enrollment and retention by providing available housing for TSU students. If housing is not available, some students may choose other institutions that may offer them housing.
- Allowing students to utilize financial aid to cover the cost of their on-campus housing.
- Providing affordable housing options in Nashville for TSU students (in the current Nashville housing market).
- Minimizing COVID-19 housing related issues related to housing population density; and

Whereas, the Lease term runs from August 19, 2022, through May 5, 2023, the rate per room is one hundred and fifteen dollars and no cents (\$115.00) per night including furniture, bedding, bath towels, microwaves, mini-fridges, televisions with cable, high-speed Internet and there are no additional fees for access to common areas or Best Western Plus services; and

Whereas, the total contracted rate under the Lease for the Rooms is four million seven hundred thirty-five thousand eight hundred fifteen dollars and no cents (\$4,735,815.00); and

Whereas TSU may terminate the Lease with 30 days' notice to Best Western Plus or immediately in the event TSU discontinues all residential student operations due to COVID-19; and

Whereas, the Lease payments will be funded by TSU through housing revenues and Plant Funds (Auxiliary).

BE IT RESOLVED BY THE TENNESSEE STATE SCHOOL BOND AUTHORITY:

1. In accordance with the authority provided by Tennessee Code Annotated Section 49-3-1205(11), the Tennessee State School Bond Authority (the "Authority") gives its approval for TSU to enter into the Lease.

BE IF FURTHER RESOLVED that all resolutions or parts of resolutions in conflict are repealed, and the resolution shall be effective as of August 10, 2022.

Adopted by the Authority at its meeting on August 10, 2022.

JASON E. MUMPOWER, SECRETARY
TENNESSEE STATE SCHOOL BOND AUTHORITY

July 7, 2022

Executive Summary

Tennessee State University requests approval of waiver of advertisement and approval of a short-term lease with Best Western Plus/Residency Executive located at 2401 Brick Church Pike, Nashville, TN 37207, to house TSU students for the fall 2022 and spring 2023 semesters.

Under the lease agreement, TSU will have access to 159 guest rooms, common spaces, and amenities including parking and laundry facilities.

Request

Due to unprecedented demand for student housing, Tennessee State University is asking for approval of a lease agreement with Best Western Plus/Residency Executive.

This short-term lease agreement will allow TSU to meet the current housing needs driven by the increased demand for student housing and the need to accommodate COVID-19 protocols, including social distancing and quarantines.

Best Western Plus/Residency Executive will make available for TSU's use 159 rooms that will provide a total of 259 beds (100 double bed rooms, and 59 single bed rooms). Best Western Plus/Residency Executive will provide room cleaning services bi-weekly.

A shuttle service to/from campus is provided for the convenience of TSU students. TSU police and security will monitor the hotel and provide any necessary security. TSU will also provide resident services for our students residing in the Best Western Plus/Residency Executive.

Benefit to TSU

TSU is committed to serving our student population, and this includes housing services to accommodate our students' housing needs. The benefits to TSU are as follows:

- Increase enrollment and retention by having available housing for our students. If housing is not available, some students may choose other institutions who may offer them housing.
- Allow students to utilize financial aid to cover the cost of their on-campus housing.
- Provide affordable housing options in Nashville for TSU students, given the current high-cost Nashville housing market.
- Minimize COVID-19 housing related issues related to housing population density.

**AGREEMENT
BETWEEN
TENNESSEE STATE UNIVERSITY
AND
SAI HOTEL LLC**

This Agreement is made as of July _____, 2022, by and between **Tennessee State University**, acting for the benefit of the Tennessee State University Board of Trustees, located at 3500 John A. Merritt Boulevard, Nashville, Tennessee 37209-1561, hereinafter referred to as the "Institution," and **Sai Hotel LLC d/b/a Best Western Plus/Residency Executive** having its principle office located at **2401 Brick Church Pike, Nashville, TN 37207** hereinafter referred to as "Best Western Plus."

WITNESSETH

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

A. Best Western Plus agrees to perform the following services:

1. Best Western Plus will lease 159 hotel rooms, including 100 double rooms and 59 single rooms, located at 2401 Brick Church Pike, Nashville, TN 37207 (the "Leased Rooms") to the Institution for off-campus housing from **August 19, 2022 through May 5, 2023** (Term"). Each Leased Room will be furnished with bed(s), bedding, bath towels, microwave, mini-fridge, television with cable, high-speed internet sufficient to support student academic activities, biweekly housekeeping, air conditioning, and all utilities including electricity and water. Students housed in the Leased Rooms will have access to Best Western Plus common spaces and parking. Students will pay their own charges for incidentals, if applicable.
2. Best Western Plus shall provide breakfast from 6:30 a.m. to 9 a.m. each day during the Term. For five (5) days each week (Tuesday, Thursday, Friday, Saturday, and Sunday) the breakfast shall be comparable to the breakfast typically served to Best Western's guests including self serve hot and cold items. For the other two (s) days each week (Monday and Wednesday) the breakfast shall not include hot items.
3. Best Western Plus shall provide staff on-site as is necessary to effectuate, carry out, and perform all the terms, provisions, and conditions of this Agreement. Best Western Plus staff shall coordinate with TSU onsite security when accessing the Leased Rooms.
4. Best Western Plus shall maintain throughout the Term a policy of commercial general liability insurance against claims of bodily injury, death, and property damage in the amount appropriate for its business activities. Best Western Plus shall provide the Institution with a certificate evidencing such coverage upon request.
5. TSU shall have exclusive access to the Best Western Plus premises throughout the Term. Best Western Plus shall not lease, license, or otherwise provide access to any portion of the Best Western Plus premises to any third party at any time during the Term.

B. The Institution agrees to compensate Best Western Plus as follows:

1. Rate of Compensation: One Hundred Fifteen Dollars and No Cents (**\$115.00**) per room per night, total compensation not to exceed Four Million, Seven Hundred Thirty-Five Thousand, Eight Hundred Fifteen Dollars and No Cents (**\$4,735,815.00**).
2. Timetable for Payment: Monthly, in arrears.
3. Payments to Best Western Plus shall be made upon submittal of an invoice by Best Western Plus, and after performance of the portion of the services which the invoiced amount represents. The final payment shall be made only after Best Western Plus has completely performed its duties under this Agreement.

If Best Western Plus is a non-resident alien, payment of any portion of the contract from any source will not be made by the Institution until an individual Taxpayer Identification Number or Social Security Number has been assigned to Best Western Plus by the Internal Revenue Service and Immigration Naturalization Service and presented to the Institution.

C. Institution Access

1. Institution is permitted to provide security personnel and equipment on Best Western Plus premises and, upon request, shall have access to any security video recorded by Best Western Plus during the Term.
2. Institution administrative personnel may have access to Best Western Plus premises as needed.
3. Best Western Plus shall provide Institution with access to any Leased Room immediately upon request.
4. Institution shall be permitted to operate shuttle services on Best Western Plus premises for Institution student and employee use.

D. Termination.

1. Institution shall have the right to terminate the Agreement for convenience with thirty (30) days prior written notice to Best Western Plus at its principal address. Written notice shall also include notice by email and the effective date of such notice shall be the date of receipt, provided such receipt has been confirmed by the recipient.
2. Institution shall have the right to terminate the Agreement in the event Institution discontinues all residential student operations due to concerns related to COVID-19 or any COVID-19 variant.
3. In the event of termination, Best Western Plus shall be entitled to receive payment for fees incurred up to the date of termination. Upon such termination, Best Western Plus shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. Rules and Procedures. If any Institution student should violate any Best Western Plus rules or procedures or any applicable law, regulation, ordinance, or statute with respect to any of the Leased Rooms, Best Western Plus shall cooperate in Institution's student discipline procedures.
2. Best Western Plus Employees. Best Western Plus will not knowingly assign any individual to provide services to Institution if the individual has a history of criminal conduct. For purposes of this Agreement, "criminal conduct" means charges filed by any government agency, excluding non-moving violations and speeding violations or any other non-felonious charge. Furthermore, Best Western Plus must inform the Institution immediately if Property Owner has actual knowledge that any of Property Owner's employees or sub-contractors are listed in the Tennessee Abuse Registry or the Tennessee Sex Offender Registry. If Institution requests, Best Western Plus must perform a comprehensive criminal background check on any Best Western Plus employee or sub-contractor.
3. Non-Employment by State. Best Western Plus warrants that no part of the total contract amount provided herein shall be paid, directly or indirectly, to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to Best Western Plus in connection with any work contemplated or performed relative to this Agreement.
4. Non-Discrimination. The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities of 1990 and the related regulations of each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

Best Western Plus also agrees to take affirmative action to ensure that applicants are considered for employment, and employees are treated during their employment, without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

The Institution is committed to providing accessible information, materials and technologies to assure that individuals with disabilities have access to Institution resources comparable to access that is available to others.

5. Prohibition on Hiring Illegal Immigrants. T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilizes the service of illegal immigrants in the performance of the contract and by signing this Contract, the Contactor attests, certifies, warrants, and assures that Best Western Plus shall not knowingly utilize the services of illegal immigrants in the performance of the Contract and will not knowingly utilize the services of any subcontractor, if permitted under the Contract, who will utilize the services of illegal immigrants in the performance of the Contract.
6. Iran Divestment Act. In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Best Western Plus certifies that to the best of its

knowledge and belief, neither Best Western Plus 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 the Institution's contracts.

7. Modification. This Agreement may be modified only by written amendment executed by all parties hereto.
8. Liability. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents, governing board, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.
9. Responsibility. Institution is only responsible for the acts of its employees. Best Western Plus acknowledges that Institution is not liable for the acts of its students or their invitees. Institution can agree to acknowledge that Best Western Plus has a right to remove guests, but Institution is legally not and legally cannot be, liable for the acts of its students.
10. Receipts. Best Western Plus shall maintain documentation for all charges against the Institution under this Agreement. The books, records, and documents of Best Western Plus insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of five (5) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the Institution or the State Comptroller of the Treasury or their duly authorized representatives.
11. Tennessee Department of Revenue. In compliance with the requirements of T.C.A. § 12-3-306, Best Western Plus hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax.
12. Non-Assignment. Best Western Plus shall not assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the Institution, as appropriate.
13. Governing Law. This Agreement shall be governed by and construed pursuant to the laws of the State of Tennessee.
14. Forms. Best Western Plus agrees that no services shall commence until this Agreement is fully executed by both parties and that a Minority Ethnicity and W-9 forms are completed and returned with this Agreement.
15. Notices.
 - a. **William Fain** is the Institution Contract Monitor for this Agreement and can be reached at **tel: 615-963-5643, fax: 615-963-5051** or email: wfain@tnstate.edu.

**RESOLUTION TO APPROVE THE
BORROWING OF MONEY BY ANOTHER METHOD BY
TENNESSEE STATE UNIVERSITY**

Recitals

Whereas, Tennessee State University (“TSU”) has experienced an unprecedented demand for student housing due to increased enrollment and the need to accommodate COVID-19 protocols, including social distancing and quarantines; and

Whereas, TSU is proposing to partially meet its current housing needs by entering into a lease agreement (the “Lease”) with Shri Ganesha Partnership d/b/a Red Roof Inn Nashville – Music City (“Red Roof Inn”), located at 2407 Brick Church Pike, Nashville, TN 37207; and

Whereas, pursuant to the Lease, TSU will have access to one hundred ten (110) rooms (the “Rooms”) that will provide a total of one hundred eighty (180) beds (seventy [70] double bedrooms and forty [40] single bedrooms) and, in addition, give access to all Red Roof Inn public spaces and amenities including parking and laundry facilities; and

Whereas, Red Roof Inn will also provide room cleaning services bi-weekly; and

Whereas, TSU will provide shuttle service to/from campus for the convenience of its students, TSU police and security will monitor Red Roof Inn and provide any necessary security, and TSU will provide residence services for its students residing at Red Roof Inn; and

Whereas, the Lease benefits both TSU and its students through:

- Increased enrollment and retention by providing available housing for TSU students. If housing is not available, some students may choose other institutions that may offer them housing.
- Allowing students to utilize financial aid to cover the cost of their on-campus housing.
- Providing affordable housing options in Nashville for TSU students (in the current Nashville housing market).
- Minimizing COVID-19 housing related issues related to housing population density; and

Whereas, the Lease term runs from August 19, 2022, through May 5, 2023, the rate per room is ninety dollars and no cents (\$90.00) per night including furniture, bedding, bath towels, microwaves, mini-fridges, televisions with cable, high-speed Internet, and there are no additional fees for access to common areas or Red Roof Inn services; and

Whereas, the total contracted rate under the Lease for the Rooms is two million five hundred sixty-four thousand one hundred dollars and no cents (\$2,564,100.00); and

Whereas, TSU may terminate the Lease with 30 days' notice to Red Roof Inn or immediately in the event TSU discontinues all residential student operations due to COVID-19; and

Whereas, the Lease payments will be funded by TSU through housing revenues and Plant Funds (Auxiliary).

BE IT RESOLVED BY THE TENNESSEE STATE SCHOOL BOND AUTHORITY:

1. In accordance with the authority provided by Tennessee Code Annotated Section 49-3-1205(11), the Tennessee State School Bond Authority (the "Authority") gives its approval for TSU to enter into the Lease.

BE IF FURTHER RESOLVED that all resolutions or parts of resolutions in conflict are repealed, and the resolution shall be effective as of August 10, 2022.

Adopted by the Authority at its meeting on August 10, 2022.

JASON E. MUMPOWER, SECRETARY
TENNESSEE STATE SCHOOL BOND AUTHORITY

July 7, 2022

Executive Summary

Tennessee State University requests approval of waiver of advertisement and approval of a short-term lease with the Red Roof Inn, located at 2407 Brick Church Pike, Nashville, TN 37207, to house TSU students for the fall 2022 and spring 2023 semesters.

Under the lease agreement, TSU will have access to 110 guest rooms, common spaces, and amenities including parking and laundry facilities.

Request

Due to unprecedented demand for student housing, Tennessee State University is asking for approval of a lease agreement with Red Roof Inn.

This short-term lease agreement will allow TSU to meet the current housing needs driven by the increased demand for student housing and the need to accommodate COVID-19 protocols, including social distancing and quarantines.

Red Roof Inn will make available for TSU's use 110 rooms that will provide a total of 180 beds (70 double bed rooms, and 40 single bed rooms). Red Roof Inn will provide room cleaning services bi-weekly.

A shuttle service to/from campus is provided for the convenience of TSU students. TSU police and security will monitor the hotel and provide any necessary security. TSU will also provide resident services for our students residing in the Red Roof Inn.

Benefit to TSU

TSU is committed to serving our student population, and this includes housing services to accommodate our students' housing needs. The benefits to TSU are as follows:

- Increase enrollment and retention by having available housing for our students. If housing is not available, some students may choose other institutions who may offer them housing.
- Allow students to utilize financial aid to cover the cost of their on-campus housing.
- Provide affordable housing options in Nashville for TSU students, given the current high-cost Nashville housing market.
- Minimize COVID-19 housing related issues related to housing population density.

**AGREEMENT
BETWEEN
TENNESSEE STATE UNIVERSITY
AND
SHRI GANESHA PARTNERSHIP**

This Agreement is made as of July _____, 2022, by and between **Tennessee State University**, acting for the benefit of the Tennessee State University Board of Trustees, located at 3500 John A. Merritt Boulevard, Nashville, Tennessee 37209-1561, hereinafter referred to as the "Institution," and **Shri Ganesha Partnership d/b/a Red Roof Inn Nashville – Music City** having its principle office located at **2407 Brick Church Pike, Nashville, TN 37207** hereinafter referred to as "Red Roof Inn."

WITNESSETH

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

A. Red Roof Inn agrees to perform the following services:

1. Red Roof Inn will lease 110 hotel rooms, including 70 double rooms and 40 single rooms located at 2407 Brick Church Pike, Nashville, TN 37207 (the "Leased Rooms") to the Institution for off-campus housing from **August 19, 2022 through May 5, 2023** (Term"). Each Leased Room will be furnished with bed(s), bedding, bath towels, microwave, mini-fridge, television with cable, high-speed internet sufficient to support student academic activities, biweekly housekeeping, air conditioning, and all utilities including electricity and water. Students housed in the Leased Rooms will have access to Red Roof Inn common spaces and parking. Students will pay their own charges for incidentals, if applicable.
2. Red Roof Inn shall provide breakfast from 6:30 a.m. to 9 a.m. each day during the Term. For five (5) days each week (Tuesday, Thursday, Friday, Saturday, and Sunday) the breakfast shall be comparable to the breakfast typically served to Red Roof Inn's guests including self serve hot and cold items. For the other two (s) days each week (Monday and Wednesday) the breakfast shall not include hot items.
3. Red Roof Inn shall provide staff on-site as is necessary to effectuate, carry out, and perform all the terms, provisions, and conditions of this Agreement. Red Roof Inn staff shall coordinate with TSU onsite security when accessing the Leased Rooms.
4. Red Roof Inn shall maintain throughout the Term a policy of commercial general liability insurance against claims of bodily injury, death, and property damage in the amount appropriate for its business activities. Red Roof Inn shall provide the Institution with a certificate evidencing such coverage upon request.
5. TSU shall have exclusive access to the Red Roof Inn premises throughout the Term. Red Roof Inn shall not lease, license, or otherwise provide access to any portion of the Red Roof Inn premises to any third party at any time during the Term.

B. The Institution agrees to compensate Red Roof Inn as follows:

1. Rate of Compensation: Ninety Dollars and No Cents (**\$90.00**) per room per night, total compensation not to exceed Two Million, Five Hundred Sixty-Four Thousand, One Hundred Dollars and No Cents (**\$2,564,100.00**).
2. Timetable for Payment: Monthly, in arrears.
3. Payments to Red Roof Inn shall be made upon submittal of an invoice by Red Roof Inn, and after performance of the portion of the services which the invoiced amount represents. The final payment shall be made only after Red Roof Inn has completely performed its duties under this Agreement.

If Red Roof Inn is a non-resident alien, payment of any portion of the contract from any source will not be made by the Institution until an individual Taxpayer Identification Number or Social Security Number has been assigned to Red Roof Inn by the Internal Revenue Service and Immigration Naturalization Service and presented to the Institution.

C. Institution Access

1. Institution is permitted to provide security personnel and equipment on Red Roof Inn premises and, upon request, shall have access to any security video recorded by Red Roof Inn during the Term.
2. Institution administrative personnel may have access to Red Roof Inn premises as needed.
3. Red Roof Inn shall provide Institution with access to any Leased Room immediately upon request.
4. Institution shall be permitted to operate shuttle services on Red Roof Inn premises for Institution student and employee use.

D. Termination.

1. Institution shall have the right to terminate the Agreement for convenience with thirty (30) days prior written notice to Red Roof Inn at its principal address. Written notice shall also include notice by email and the effective date of such notice shall be the date of receipt, provided such receipt has been confirmed by the recipient.
2. Institution shall have the right to terminate the Agreement in the event Institution discontinues all residential student operations due to concerns related to COVID-19 or any COVID-19 variant.
3. In the event of termination, Red Roof Inn shall be entitled to receive payment for fees incurred up to the date of termination. Upon such termination, Red Roof Inn shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. Rules and Procedures. If any Institution student should violate any Red Roof Inn rules or procedures or any applicable law, regulation, ordinance, or statute with respect to any of

the Leased Rooms, Red Roof Inn shall cooperate in Institution's student discipline procedures.

2. Non-Employment by State. Red Roof Inn warrants that no part of the total contract amount provided herein shall be paid, directly or indirectly, to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to Red Roof Inn in connection with any work contemplated or performed relative to this Agreement.
3. Non-Discrimination. The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities of 1990 and the related regulations of each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

Red Roof Inn also agrees to take affirmative action to ensure that applicants are considered for employment, and employees are treated during their employment, without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

The Institution is committed to providing accessible information, materials and technologies to assure that individuals with disabilities have access to Institution resources comparable to access that is available to others.

4. Prohibition on Hiring Illegal Immigrants. T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilizes the service of illegal immigrants in the performance of the contract and by signing this Contract, the Contactor attests, certifies, warrants, and assures that Red Roof Inn shall not knowingly utilize the services of illegal immigrants in the performance of the Contract and will not knowingly utilize the services of any subcontractor, if permitted under the Contract, who will utilize the services of illegal immigrants in the performance of the Contract.
5. Iran Divestment Act. In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Red Roof Inn certifies that to the best of its knowledge and belief, neither Red Roof Inn 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 the Institution's contracts.
6. Modification. This Agreement may be modified only by written amendment executed by all parties hereto.
7. Liability. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents, governing board, and employees in performing any responsibility

specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.

8. Responsibility. Institution is only responsible for the acts of its employees. Red Roof Inn acknowledges that Institution is not liable for the acts of its students or their invitees. Institution can agree to acknowledge that Red Roof Inn has a right to remove guests, but Institution is legal not and legally cannot be, liable for the acts of its students.
9. Receipts. Red Roof Inn shall maintain documentation for all charges against the Institution under this Agreement. The books, records, and documents of Red Roof Inn insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of five (5) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the Institution or the State Comptroller of the Treasury or their duly authorized representatives.
10. Tennessee Department of Revenue. In compliance with the requirements of T.C.A. § 12-3-306, Red Roof Inn hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax.
11. Non-Assignment. Red Roof Inn shall not assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the Institution, as appropriate.
12. Governing Law. This Agreement shall be governed by and construed pursuant to the laws of the State of Tennessee.
13. Forms. Red Roof Inn agrees that no services shall commence until this Agreement is fully executed by both parties and that a Minority Ethnicity and W-9 forms are completed and returned with this Agreement.
14. Notices.
 - a. **William Fain** is the Institution Contract Monitor for this Agreement and can be reached at **tel: 615-963-5643, fax: 615-963-5051** or email: wfain@tnstate.edu.
 - b. **Nanu Patel** is the Red Roof Inn contact for this Agreement and can be reached at **tel: 770-548-7168**, or email: **gm.tn464@choicehotels.com**.
15. Independent Contractor. Nothing in this Agreement shall be deemed or construed to create a joint venture or partnership between the parties for any purpose. Neither party has any authority to obligate the other to third parties. All debts and liabilities incurred by each party shall be and remain the debts and liabilities of such party, subject to such reimbursement as may be provided for herein.
16. Compliance with Laws. Red Roof Inn shall comply with all applicable federal, state and local laws and regulations in the performance of the contract.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set forth their signatures:

SHRI GANESHA PARTNERSHIP

By: _____ Title _____ Date _____
Name: _____

TENNESSEE STATE UNIVERSITY

By: _____ President _____ Date _____
Dr. Glenda Glover Title

STATE OF TENNESSEE:

Approved as to form and legality:

Herbert H. Slatery III, Attorney General and Reporter

**RESOLUTION TO APPROVE THE
BORROWING OF MONEY BY ANOTHER METHOD BY
TENNESSEE STATE UNIVERSITY**

Recitals

Whereas, Tennessee State University (“TSU”) has experienced an unprecedented demand for student housing due to increased enrollment and the need to accommodate COVID-19 protocols, including social distancing and quarantines; and

Whereas, TSU is proposing to partially meet its current housing needs by entering into a lease agreement (the “Lease”) with Fourth and Church LLC d/b/a Ramada by Wyndham (“Ramada Inn Opryland”), located at 2420 Music Valley Drive, Nashville, TN 37214; and

Whereas, pursuant to the Lease, TSU will have access to one hundred eighty-three (183) rooms (the “Rooms”) that will provide a total of three hundred twenty-one (321) beds (one hundred thirty-eight [138] double bedrooms, thirty-two [32] single bedrooms, and thirteen [13] suites) and, in addition, give access to all Ramada Inn Opryland public spaces and amenities including parking and laundry facilities; and

Whereas, Ramada Inn Opryland will also provide room cleaning services bi-weekly; and

Whereas, TSU will provide shuttle service to/from campus for the convenience of its students, TSU police and security will monitor Ramada Inn Opryland and provide any necessary security, and TSU will provide residence services for its students residing at Ramada Inn Opryland; and

Whereas, the Lease benefits both TSU and its students through:

- Increased enrollment and retention by providing available housing for TSU students. If housing is not available, some students may choose other institutions that may offer them housing.
- Allowing students to utilize financial aid to cover the cost of their on-campus housing.
- Providing affordable housing options in Nashville for TSU students (in the current Nashville housing market).
- Minimizing COVID-19 housing related issues related to housing population density; and

Whereas, the Lease term runs from August 19, 2022, through December 10, 2022, the rate per room is one hundred and fifteen dollars and no cents (\$115.00) per night including furniture, bedding, bath towels, microwaves, mini-fridges, televisions with cable, high-speed Internet, and there are no additional fees for access to common areas or Ramada Inn Opryland services; and

Whereas, the total contracted rate under the Lease for the Rooms is two million three hundred seventy-eight thousand, eighty-five dollars and no cents (\$2,378,085.00); and

Whereas, TSU may terminate the Lease with 30 days' notice to Ramada Inn Opryland or immediately in the event TSU discontinues all residential student operations due to COVID-19; and

Whereas, the Lease payments will be funded by TSU through housing revenues and Plant Funds (Auxiliary).

BE IT RESOLVED BY THE TENNESSEE STATE SCHOOL BOND AUTHORITY:

1. In accordance with the authority provided by Tennessee Code Annotated Section 49-3-1205(11), the Tennessee State School Bond Authority (the "Authority") gives its approval for TSU to enter into the Lease.

BE IF FURTHER RESOLVED that all resolutions or parts of resolutions in conflict are repealed, and the resolution shall be effective as of August 10, 2022.

Adopted by the Authority at its meeting on August 10, 2022.

JASON E. MUMPOWER, SECRETARY
TENNESSEE STATE SCHOOL BOND AUTHORITY

July 7, 2022

Executive Summary

Tennessee State University requests approval of waiver of advertisement and approval of a short-term lease with the Ramada Inn Opryland, located at 2420 Music Valley Drive, Nashville, TN 37214, to house TSU students for the fall 2022 semester.

Under the lease agreement, TSU will have access to 183 guest rooms, common spaces, and amenities including parking and laundry facilities.

Request

Due to unprecedented demand for student housing, Tennessee State University is asking for approval of a lease agreement with Ramada Inn Opryland.

This short-term lease agreement will allow TSU to meet the current housing needs driven by the increased demand for student housing and the need to accommodate COVID-19 protocols, including social distancing and quarantines.

Ramada Inn Opryland will make available for TSU's use 183 rooms that will provide a total of 321 beds (138 double bedrooms, 32 single bedrooms, and 13 suites). Ramada Inn Opryland will provide room cleaning services bi-weekly.

A shuttle service to/from campus is provided for the convenience of TSU students. TSU police and security will monitor the hotel and provide any necessary security. TSU will also provide resident services for our students residing in the Ramada Inn Opryland.

Benefit to TSU

TSU is committed to serving our student population, and this includes housing services to accommodate our students' housing needs. The benefits to TSU are as follows:

- Increase enrollment and retention by having available housing for our students. If housing is not available, some students may choose other institutions who may offer them housing.
- Allow students to utilize financial aid to cover the cost of their on-campus housing.
- Provide affordable housing options in Nashville for TSU students, given the current high-cost Nashville housing market.
- Minimize COVID-19 housing related issues related to housing population density.

**AGREEMENT
BETWEEN
TENNESSEE STATE UNIVERSITY
AND
FOURTH AND CHURCH LLC**

This Agreement is made as of July _____, 2022, by and between **Tennessee State University**, acting for the benefit of the Tennessee State University Board of Trustees, located at 3500 John A. Merritt Boulevard, Nashville, Tennessee 37209-1561, hereinafter referred to as the "Institution," and **Fourth and Church LLC d/b/a Ramada by Wyndham** having its principle office located at **821 Murfreesboro Pike, Nashville, TN 37217** hereinafter referred to as "Ramada by Wyndham."

WITNESSETH

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

A. Ramada by Wyndham agrees to perform the following services:

1. Ramada by Wyndham will lease 183 hotel rooms, including 138 double rooms, 32 single rooms, and 13 suites located at 2420 Music Valley Drive, Nashville, TN 37214 (the "Leased Rooms") to the Institution for off-campus housing from **August 19, 2022 through December 10, 2022** (Term"). Each Leased Room will be furnished with bed(s), bedding, bath towels, microwave, mini-fridge, television with cable, high-speed internet sufficient to support student academic activities, biweekly housekeeping, air conditioning, and all utilities including electricity and water. Students housed in the Leased Rooms will have access to Ramada by Wyndham common spaces and parking. Students will pay their own charges for incidentals, if applicable.
2. Ramada by Wyndham shall provide breakfast from 6:30 a.m. to 9 a.m. each day during the Term. For five (5) days each week (Tuesday, Thursday, Friday, Saturday, and Sunday) the breakfast shall be comparable to the breakfast typically served to Ramada by Wyndham's guests including self serve hot and cold items. For the other two (s) days each week (Monday and Wednesday) the breakfast shall not include hot items.
3. Ramada by Wyndham shall provide staff on-site as is necessary to effectuate, carry out, and perform all the terms, provisions, and conditions of this Agreement. Ramada by Wyndham staff shall coordinate with TSU onsite security when accessing the Leased Rooms.
4. Ramada by Wyndham shall maintain throughout the Term a policy of commercial general liability insurance against claims of bodily injury, death, and property damage in the amount appropriate for its business activities. Ramada by Wyndham shall provide the Institution with a certificate evidencing such coverage upon request.
5. TSU shall have exclusive access to the Ramada by Wyndham premises throughout the Term. Ramada by Wyndham shall not lease, license, or otherwise provide access to any portion of the Ramada by Wyndham premises to any third party at any time during the Term.

B. The Institution agrees to compensate Ramada by Wyndham as follows:

1. Rate of Compensation: One Hundred Fifteen Dollars and No Cents (**\$115.00**) per room per night, total compensation not to exceed Two Million, Three Hundred Seventy-Eight Thousand, Eighty-Five Dollars and No Cents (**\$2,378,085.00**).
2. Timetable for Payment: Monthly, in arrears.
3. Payments to Ramada by Wyndham shall be made upon submittal of an invoice by Ramada by Wyndham, and after performance of the portion of the services which the invoiced amount represents. The final payment shall be made only after Ramada by Wyndham has completely performed its duties under this Agreement.

If Ramada by Wyndham is a non-resident alien, payment of any portion of the contract from any source will not be made by the Institution until an individual Taxpayer Identification Number or Social Security Number has been assigned to Ramada by Wyndham by the Internal Revenue Service and Immigration Naturalization Service and presented to the Institution.

C. Institution Access

1. Institution is permitted to provide security personnel and equipment on Ramada by Wyndham premises and, upon request, shall have access to any security video recorded by Ramada by Wyndham during the Term.
2. Institution administrative personnel may have access to Ramada by Wyndham premises as needed.
3. Ramada by Wyndham shall provide Institution with access to any Leased Room immediately upon request.
4. Institution shall be permitted to operate shuttle services on Ramada by Wyndham premises for Institution student and employee use.

D. Termination.

1. Institution shall have the right to terminate the Agreement for convenience with thirty (30) days prior written notice to Ramada by Wyndham at its principal address. Written notice shall also include notice by email and the effective date of such notice shall be the date of receipt, provided such receipt has been confirmed by the recipient.
2. Institution shall have the right to terminate the Agreement in the event Institution discontinues all residential student operations due to concerns related to COVID-19 or any COVID-19 variant.
3. In the event of termination, Ramada by Wyndham shall be entitled to receive payment for fees incurred up to the date of termination. Upon such termination, Ramada by Wyndham shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. Rules and Procedures. If any Institution student should violate any Ramada by Wyndham rules or procedures or any applicable law, regulation, ordinance, or statute with respect to any of the Leased Rooms, Ramada by Wyndham shall cooperate in Institution's student discipline procedures.
2. Ramada by Wyndham Employees. Ramada by Wyndham will not knowingly assign any individual to provide services to Institution if the individual has a history of criminal conduct. For purposes of this Agreement, "criminal conduct" means charges filed by any government agency, excluding non-moving violations and speeding violations or any other non-felonious charge. Furthermore, Ramada by Wyndham must inform the Institution immediately if Property Owner has actual knowledge that any of Property Owner's employees or sub-contractors are listed in the Tennessee Abuse Registry or the Tennessee Sex Offender Registry. If Institution requests, Ramada by Wyndham must perform a comprehensive criminal background check on any Ramada by Wyndham employee or sub-contractor.
3. Non-Employment by State. Ramada by Wyndham warrants that no part of the total contract amount provided herein shall be paid, directly or indirectly, to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to Ramada by Wyndham in connection with any work contemplated or performed relative to this Agreement.
4. Non-Discrimination. The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities of 1990 and the related regulations of each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

Ramada by Wyndham also agrees to take affirmative action to ensure that applicants are considered for employment, and employees are treated during their employment, without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

The Institution is committed to providing accessible information, materials and technologies to assure that individuals with disabilities have access to Institution resources comparable to access that is available to others.

5. Prohibition on Hiring Illegal Immigrants. T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilizes the service of illegal immigrants in the performance of the contract and by signing this Contract, the Contactor attests, certifies, warrants, and assures that Ramada by Wyndham shall not knowingly utilize the services of illegal immigrants in the performance of the Contract and will not knowingly utilize the services of any subcontractor, if permitted under the Contract, who will utilize the services of illegal immigrants in the performance of the Contract.

6. Iran Divestment Act. In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Ramada by Wyndham certifies that to the best of its knowledge and belief, neither Ramada by Wyndham 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 the Institution's contracts.
7. Modification. This Agreement may be modified only by written amendment executed by all parties hereto.
8. Liability. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents, governing board, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.
9. Responsibility. Institution is only responsible for the acts of its employees. Ramada by Wyndham acknowledges that Institution is not liable for the acts of its students or their invitees. Institution can agree to acknowledge that Ramada by Wyndham has a right to remove guests, but Institution is legally not and legally cannot be, liable for the acts of its students.
10. Receipts. Ramada by Wyndham shall maintain documentation for all charges against the Institution under this Agreement. The books, records, and documents of Ramada by Wyndham insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of five (5) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the Institution or the State Comptroller of the Treasury or their duly authorized representatives.
11. Tennessee Department of Revenue. In compliance with the requirements of T.C.A. § 12-3-306, Ramada by Wyndham hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax.
12. Non-Assignment. Ramada by Wyndham shall not assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the Institution, as appropriate.
13. Governing Law. This Agreement shall be governed by and construed pursuant to the laws of the State of Tennessee.
14. Forms. Ramada by Wyndham agrees that no services shall commence until this Agreement is fully executed by both parties and that a Minority Ethnicity and W-9 forms are completed and returned with this Agreement.
15. Notices.

- a. **William Fain** is the Institution Contract Monitor for this Agreement and can be reached at **tel: 615-963-5643, fax: 615-963-5051** or email: wfain@tnstate.edu.
 - b. **Sanjay Patel** is the Ramada by Wyndham contact for this Agreement and can be reached at **tel: 931-504-9006**, or email: **sanjayandnila@gmail.com**.
16. Independent Contractor. Nothing in this Agreement shall be deemed or construed to create a joint venture or partnership between the parties for any purpose. Neither party has any authority to obligate the other to third parties. All debts and liabilities incurred by each party shall be and remain the debts and liabilities of such party, subject to such reimbursement as may be provided for herein.
17. Compliance with Laws. Ramada by Wyndham shall comply with all applicable federal, state and local laws and regulations in the performance of the contract.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set forth their signatures:

EKA HOSPITALITY d/b/a RAMADA BY WYNDHAM

By: _____
 Name: _____ Title _____ Date _____

TENNESSEE STATE UNIVERSITY

By: _____
 Dr. Glenda Glover Title _____ Date _____

STATE OF TENNESSEE:

Approved as to form and legality:

 Herbert H. Slatery III, Attorney General and Reporter

**RESOLUTION TO APPROVE THE
BORROWING OF MONEY BY ANOTHER METHOD BY
TENNESSEE STATE UNIVERSITY**

Recitals

Whereas, Tennessee State University (“TSU”) has experienced an unprecedented demand for student housing due to increased enrollment and the need to accommodate COVID-19 protocols, including social distancing and quarantines; and

Whereas, TSU is proposing to partially meet its current housing needs by entering into a lease agreement (the “Lease”) with Krish Hospitality d/b/a Candlewood Suites North (“Candlewood Suites North”) located at 270 Venture Circle, Nashville, TN 37228; and

Whereas, pursuant to the Lease, TSU will have access to one hundred and one (101) rooms (the “Rooms”) that will provide a total of one hundred and thirty-three (133) beds (thirty-two [32] double bedrooms, and sixty-nine [69] single bedrooms) and, in addition, give access to all Candlewood Suites North public spaces and amenities including parking and laundry facilities; and

Whereas, Candlewood Suites North will also provide room cleaning services bi-weekly; and

Whereas, TSU will provide shuttle service to/from campus for the convenience of its students and TSU police and security will monitor Candlewood Suites North and provide any necessary security and TSU will also provide residence services for its students residing at Candlewood Suites North; and

Whereas, the Lease benefits both TSU and its students through:

- Increased enrollment and retention by providing available housing for TSU students. If housing is not available, some students may choose other institutions that may offer them housing.
- Allowing students to utilize financial aid to cover the cost of their on-campus housing.
- Providing affordable housing options in Nashville for TSU students (in the current Nashville housing market).
- Minimizing COVID-19 housing related issues related to housing population density; and

Whereas, the Lease term runs from August 19, 2022, through December 10, 2022, the rate per room is one hundred and thirty-nine dollars and no cents (\$139.00) per night including furniture, bedding, bath towels, microwaves, mini-fridges, televisions with cable, high-speed

Internet and there are no additional fees for access to common areas or Candlewood Suites North services; and

Whereas, the total contracted rate under the Lease for the Rooms is one million five hundred eighty-six thousand four hundred and seven dollars and no cents (\$1,586,407.00); and

Whereas TSU may terminate the Lease with 30 days' notice to Candlewood Suites or immediately in the event TSU discontinues all residential student operations due to COVID-19; and

Whereas, the Lease payments will be funded by TSU through housing revenues and Plant Funds (Auxiliary).

BE IT RESOLVED BY THE TENNESSEE STATE SCHOOL BOND AUTHORITY:

1. In accordance with the authority provided by Tennessee Code Annotated Section 49-3-1205(11), the Tennessee State School Bond Authority (the "Authority") gives its approval for TSU to enter into the Lease.

BE IF FURTHER RESOLVED that all resolutions or parts of resolutions in conflict are repealed, and the resolution shall be effective as of August 10, 2022.

Adopted by the Authority at its meeting on August 10, 2022.

JASON E. MUMPOWER, SECRETARY
TENNESSEE STATE SCHOOL BOND AUTHORITY

July 7, 2022

Executive Summary

Tennessee State University requests approval of waiver of advertisement and approval of a short-term lease with Candlewood Suites North located at 270 Venture Circle, Nashville, TN 37228, to house TSU students for the fall 2022 semester.

Under the lease agreement, TSU will have access to 101 guest rooms, common spaces, and amenities including parking and laundry facilities.

Request

Due to unprecedented demand for student housing, Tennessee State University is asking for approval of a lease agreement with Candlewood Suites North.

This short-term lease agreement will allow TSU to meet the current housing needs driven by the increased demand for student housing and the need to accommodate COVID-19 protocols, including social distancing and quarantines.

Candlewood Suites North will make available for TSU's use 101 rooms that will provide a total of 133 beds (32 double bedrooms and 69 single bedrooms). Candlewood Suites North will provide room cleaning services bi-weekly.

A shuttle service to/from campus is provided for the convenience of TSU students. TSU police and security will monitor the hotel and provide any necessary security. TSU will also provide resident services for our students residing in the Candlewood Suites North.

Benefit to TSU

TSU is committed to serving our student population, and this includes housing services to accommodate our students' housing needs. The benefits to TSU are as follows:

- Increase enrollment and retention by having available housing for our students. If housing is not available, some students may choose other institutions who may offer them housing.
- Allow students to utilize financial aid to cover the cost of their on-campus housing.
- Provide affordable housing options in Nashville for TSU students, given the current high-cost Nashville housing market.
- Minimize COVID-19 housing related issues related to housing population density.

**AGREEMENT
BETWEEN
TENNESSEE STATE UNIVERSITY
AND
KRISH HOSPITALITY**

This Agreement is made as of July _____, 2022, by and between **Tennessee State University**, acting for the benefit of the Tennessee State University Board of Trustees, located at 3500 John A. Merritt Boulevard, Nashville, Tennessee 37209-1561, hereinafter referred to as the "Institution," and **Krish Hospitality d/b/a Candlewood Suites North** having its principle office located at **270 Venture Circle, Nashville, TN 37228** hereinafter referred to as "Candlewood Suites North."

WITNESSETH

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

A. Candlewood Suites North agrees to perform the following services:

1. Candlewood Suites North will lease 101 hotel rooms, including 32 double rooms and 69 single rooms, located at 270 Venture Circle, Nashville, TN 37228 (the "Leased Rooms") to the Institution for off-campus housing from **August 19, 2022 through December 10, 2022** (Term"). Each Leased Room will be furnished with bed(s), bedding, microwave, mini-fridge, television with cable, high-speed internet sufficient to support student academic activities, biweekly housekeeping, air conditioning, and all utilities including electricity and water. Students housed in the Leased Rooms will have access to Candlewood Suites North common spaces and parking. Students will pay their own charges for incidentals, if applicable.
2. Candlewood Suites North shall provide staff on-site as is necessary to effectuate, carry out, and perform all the terms, provisions, and conditions of this Agreement. Candlewood Suites North staff shall coordinate with TSU onsite security when accessing the Leased Rooms.
3. Candlewood Suites North shall maintain throughout the Term a policy of commercial general liability insurance against claims of bodily injury, death, and property damage in the amount appropriate for its business activities. Candlewood Suites North shall provide the Institution with a certificate evidencing such coverage upon request.
4. TSU shall have exclusive access to the Candlewood Suites North premises throughout the Term. Candlewood Suites North shall not lease, license, or otherwise provide access to any portion of the Candlewood Suites North premises to any third party at any time during the Term.

B. The Institution agrees to compensate Candlewood Suites North as follows:

1. Rate of Compensation: One Hundred Thirty-Nine Dollars and No Cents (**\$139.00**) per room per night, total compensation not to exceed One Million, Five Hundred Eighty-Six Thousand, Four Hundred Seven Dollars and No Cents (**\$1,586,407.00**).

2. Timetable for Payment: Monthly, in arrears.
3. Payments to Candlewood Suites North shall be made upon submittal of an invoice by Candlewood Suites North, and after performance of the portion of the services which the invoiced amount represents. The final payment shall be made only after Candlewood Suites North has completely performed its duties under this Agreement.

If Candlewood Suites North is a non-resident alien, payment of any portion of the contract from any source will not be made by the Institution until an individual Taxpayer Identification Number or Social Security Number has been assigned to Candlewood Suites North by the Internal Revenue Service and Immigration Naturalization Service and presented to the Institution.

C. Institution Access

1. Institution is permitted to provide security personnel and equipment on Candlewood Suites North premises and, upon request, shall have access to any security video recorded by Candlewood Suites North during the Term.
2. Institution administrative personnel may have access to Candlewood Suites North premises as needed.
3. Candlewood Suites North shall provide Institution with access to any Leased Room immediately upon request.
4. Institution shall be permitted to operate shuttle services on Candlewood Suites North premises for Institution student and employee use.

D. Termination.

1. Institution shall have the right to terminate the Agreement for convenience with thirty (30) days prior written notice to Candlewood Suites North at its principal address. Written notice shall also include notice by email and the effective date of such notice shall be the date of receipt, provided such receipt has been confirmed by the recipient.
2. Institution shall have the right to terminate the Agreement in the event Institution discontinues all residential student operations due to concerns related to COVID-19 or any COVID-19 variant.
3. In the event of termination, Candlewood Suites North shall be entitled to receive payment for fees incurred up to the date of termination. Upon such termination, Candlewood Suites North shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. Rules and Procedures. If any Institution student should violate any Candlewood Suites North rules or procedures or any applicable law, regulation, ordinance, or statute with respect to any of the Leased Rooms, Candlewood Suites North shall cooperate in Institution's student discipline procedures.

2. Non-Employment by State. Candlewood Suites North warrants that no part of the total contract amount provided herein shall be paid, directly or indirectly, to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to Candlewood Suites North in connection with any work contemplated or performed relative to this Agreement.
3. Non-Discrimination. The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities of 1990 and the related regulations of each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

Candlewood Suites North also agrees to take affirmative action to ensure that applicants are considered for employment, and employees are treated during their employment, without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

The Institution is committed to providing accessible information, materials and technologies to assure that individuals with disabilities have access to Institution resources comparable to access that is available to others.

4. Prohibition on Hiring Illegal Immigrants. T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilizes the service of illegal immigrants in the performance of the contract and by signing this Contract, the Contactor attests, certifies, warrants, and assures that Candlewood Suites North shall not knowingly utilize the services of illegal immigrants in the performance of the Contract and will not knowingly utilize the services of any subcontractor, if permitted under the Contract, who will utilize the services of illegal immigrants in the performance of the Contract.
5. Iran Divestment Act. In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Candlewood Suites North certifies that to the best of its knowledge and belief, neither Candlewood Suites North 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 the Institution's contracts.
6. Modification. This Agreement may be modified only by written amendment executed by all parties hereto.
7. Liability. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents, governing board, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board

of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.

8. Responsibility. Institution is only responsible for the acts of its employees. Candlewood Suites North acknowledges that Institution is not liable for the acts of its students or their invitees. Institution can agree to acknowledge that Candlewood Suites North has a right to remove guests, but Institution is legal not and legally cannot be, liable for the acts of its students.
9. Receipts. Candlewood Suites North shall maintain documentation for all charges against the Institution under this Agreement. The books, records, and documents of Candlewood Suites North insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of five (5) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the Institution or the State Comptroller of the Treasury or their duly authorized representatives.
10. Tennessee Department of Revenue. In compliance with the requirements of T.C.A. § 12-3-306, Candlewood Suites North hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax.
11. Non-Assignment. Candlewood Suites North shall not assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the Institution, as appropriate.
12. Governing Law. This Agreement shall be governed by and construed pursuant to the laws of the State of Tennessee.
13. Forms. Candlewood Suites North agrees that no services shall commence until this Agreement is fully executed by both parties and that a Minority Ethnicity and W-9 forms are completed and returned with this Agreement.
14. Notices.
 - a. **William Fain** is the Institution Contract Monitor for this Agreement and can be reached at **tel: 615-963-5643, fax: 615-963-5051** or email: wfain@tnstate.edu.
 - b. **Darren Salisbury** is the Candlewood Suites North contact for this Agreement and can be reached at **tel: 615-787-8787**, or email: **dos.lotushotelstn.com**.
15. Independent Contractor. Nothing in this Agreement shall be deemed or construed to create a joint venture or partnership between the parties for any purpose. Neither party has any authority to obligate the other to third parties. All debts and liabilities incurred by each party shall be and remain the debts and liabilities of such party, subject to such reimbursement as may be provided for herein.
16. Compliance with Laws. Candlewood Suites North shall comply with all applicable federal, state and local laws and regulations in the performance of the contract.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set forth their signatures:

KRISH HOSPITALITY d/b/a CANDLEWOOD SUITES NORTH

By: _____ Title _____ Date _____
Name: _____

TENNESSEE STATE UNIVERSITY

By: _____ President _____ Date _____
Dr. Glenda Glover Title

STATE OF TENNESSEE:

Approved as to form and legality:

Herbert H. Slatery III, Attorney General and Reporter

**RESOLUTION TO APPROVE THE
BORROWING OF MONEY BY ANOTHER METHOD BY
TENNESSEE STATE UNIVERSITY**

Recitals

Whereas, Tennessee State University (“TSU”) has experienced an unprecedented demand for student housing due to increased enrollment and the need to accommodate COVID-19 protocols, including social distancing and quarantines; and

Whereas, TSU is proposing to partially meet its current housing needs by entering into a lease agreement (the “Lease”) with Hotel Nashville LLC d/b/a La Quinta Inn by Wyndham Nashville Airport/Opryland (“La Quinta Inn Airport/Opryland”) located at 2345 Atrium Way, Nashville, TN 37214; and

Whereas, pursuant to the Lease, TSU will have access to one hundred thirty-four (134) rooms (the “Rooms”) that will provide a total of two hundred nineteen (219) beds (eighty-five [85] double bedrooms, and forty-nine [49] single bedrooms) and, in addition, give access to all La Quinta Inn Airport/Opryland public spaces and amenities including parking and laundry facilities; and

Whereas, La Quinta Inn Airport/Opryland will also provide room cleaning services bi-weekly; and

Whereas, TSU will provide shuttle service to/from campus for the convenience of its students, TSU police and security will monitor La Quinta Inn Airport/Opryland and provide any necessary security, and TSU will also provide residence services for its students residing at La Quinta Inn Airport/Opryland; and

Whereas, the Lease benefits both TSU and its students through:

- Increased enrollment and retention by providing available housing for TSU students. If housing is not available, some students may choose other institutions that may offer them housing.
- Allowing students to utilize financial aid to cover the cost of their on-campus housing.
- Providing affordable housing options in Nashville for TSU students (in the current Nashville housing market).
- Minimizing COVID-19 housing related issues related to housing population density; and

Whereas, the Lease term runs from August 19, 2022, through December 10, 2022, the rate per room is one hundred and fifteen dollars and no cents (\$115.00) per night including furniture,

bedding, bath towels, microwaves, mini-fridges, televisions with cable, high-speed Internet, and there are no additional fees for access to common areas or La Quinta Inn Airport/Opryland services; and

Whereas, the total contracted rate under the Lease for the Rooms is one million seven hundred forty-one thousand three hundred thirty dollars and no cents (\$1,741,330.00); and

Whereas, TSU may terminate the Lease with 30 days' notice to La Quinta Inn Airport/Opryland or immediately in the event TSU discontinues all residential student operations due to COVID-19; and

Whereas, the Lease payments will be funded by TSU through housing revenues and Plant Funds (Auxiliary).

BE IT RESOLVED BY THE TENNESSEE STATE SCHOOL BOND AUTHORITY:

1. In accordance with the authority provided by Tennessee Code Annotated Section 49-3-1205(11), the Tennessee State School Bond Authority (the "Authority") gives its approval for TSU to enter into the Lease.

BE IF FURTHER RESOLVED that all resolutions or parts of resolutions in conflict are repealed, and the resolution shall be effective as of August 10, 2022.

Adopted by the Authority at its meeting on August 10, 2022.

JASON E. MUMPOWER, SECRETARY
TENNESSEE STATE SCHOOL BOND AUTHORITY

July 7, 2022

Executive Summary

Tennessee State University requests approval of waiver of advertisement and approval of a short-term lease with the La Quinta Inn Nashville Airport/Opryland, located at 2345 Atrium Way, Nashville, TN 37214, to house TSU students for the fall 2022 semester.

Under the lease agreement, TSU will have access to 134 guest rooms, common spaces, and amenities including parking and laundry facilities.

Request

Due to unprecedented demand for student housing, Tennessee State University is asking for approval of a lease agreement with La Quinta Inn Nashville Airport/Opryland.

This short-term lease agreement will allow TSU to meet the current housing needs driven by the increased demand for student housing and the need to accommodate COVID-19 protocols, including social distancing and quarantines.

La Quinta Inn will make available for TSU's use 134 rooms that will provide a total of 219 beds (85 double bed rooms and 49 single bed rooms). La Quinta Inn will provide room cleaning services bi-weekly.

A shuttle service to/from campus is provided for the convenience of TSU students. TSU police and security will monitor the hotel and provide any necessary security. TSU will also provide resident services for our students residing in the La Quinta Inn Nashville Airport/Opryland.

Benefit to TSU

TSU is committed to serving our student population, and this includes housing services to accommodate our students' housing needs. The benefits to TSU are as follows:

- Increase enrollment and retention by having available housing for our students. If housing is not available, some students may choose other institutions who may offer them housing.
- Allow students to utilize financial aid to cover the cost of their on-campus housing.
- Provide affordable housing options in Nashville for TSU students, given the current high-cost Nashville housing market.
- Minimize COVID-19 housing related issues related to housing population density.

**AGREEMENT
BETWEEN
TENNESSEE STATE UNIVERSITY
AND
HOTEL NASHVILLE LLC**

This Agreement is made as of July _____, 2022, by and between **Tennessee State University**, acting for the benefit of the Tennessee State University Board of Trustees, located at 3500 John A. Merritt Boulevard, Nashville, Tennessee 37209-1561, hereinafter referred to as the "Institution," and **Hotel Nashville LLC d/b/a La Quinta Inn by Wyndham Nashville Airport/Opryland** having its principle office located at **656 N Mount Juliet Road, Mount Juliet, TN 37122** hereinafter referred to as "La Quinta Airport/Opryland."

WITNESSETH

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

A. La Quinta Airport/Opryland agrees to perform the following services:

1. La Quinta Airport/Opryland will lease 134 hotel rooms, including 85 double rooms and 49 single rooms located at 2345 Atrium Way, Nashville, TN 37214 (the "Leased Rooms") to the Institution for off-campus housing from **August 19, 2022 through December 10, 2022** (Term"). Each Leased Room will be furnished with bed(s), bedding, bath towels, microwave, mini-fridge, television with cable, high-speed internet sufficient to support student academic activities, biweekly housekeeping, air conditioning, and all utilities including electricity and water. Students housed in the Leased Rooms will have access to La Quinta Airport/Opryland common spaces and parking. Students will pay their own charges for incidentals, if applicable.
2. La Quinta Airport/Opryland shall provide breakfast from 6:30 a.m. to 9 a.m. each day during the Term. For five (5) days each week (Tuesday, Thursday, Friday, Saturday, and Sunday) the breakfast shall be comparable to the breakfast typically served to La Quinta Airport/Opryland's guests including self serve hot and cold items. For the other two (2) days each week (Monday and Wednesday) the breakfast shall not include hot items.
3. La Quinta Airport/Opryland shall provide staff on-site as is necessary to effectuate, carry out, and perform all the terms, provisions, and conditions of this Agreement. La Quinta Airport/Opryland staff shall coordinate with TSU onsite security when accessing the Leased Rooms.
4. La Quinta Airport/Opryland shall maintain throughout the Term a policy of commercial general liability insurance against claims of bodily injury, death, and property damage in the amount appropriate for its business activities. La Quinta Airport/Opryland shall provide the Institution with a certificate evidencing such coverage upon request.
5. TSU shall have exclusive access to the La Quinta Airport/Opryland premises throughout the Term. La Quinta Airport/Opryland shall not lease, license, or otherwise provide

access to any portion of the La Quinta Airport/Opryland premises to any third party at any time during the Term.

B. The Institution agrees to compensate La Quinta Airport/Opryland as follows:

1. Rate of Compensation: One Hundred Fifteen Dollars and No Cents (**\$115.00**) per room per night, total compensation not to exceed One Million, Seven Hundred Forty-One Thousand, Three Hundred Thirty Dollars and No Cents (**\$1,741,330.00**).
2. Timetable for Payment: Monthly, in arrears.
3. Payments to La Quinta Airport/Opryland shall be made upon submittal of an invoice by La Quinta Airport/Opryland, and after performance of the portion of the services which the invoiced amount represents. The final payment shall be made only after La Quinta Airport/Opryland has completely performed its duties under this Agreement.

If La Quinta Airport/Opryland is a non-resident alien, payment of any portion of the contract from any source will not be made by the Institution until an individual Taxpayer Identification Number or Social Security Number has been assigned to La Quinta Airport/Opryland by the Internal Revenue Service and Immigration Naturalization Service and presented to the Institution.

C. Institution Access

1. Institution is permitted to provide security personnel and equipment on La Quinta Airport/Opryland premises and, upon request, shall have access to any security video recorded by La Quinta Airport/Opryland during the Term.
2. Institution administrative personnel may have access to La Quinta Airport/Opryland premises as needed.
3. La Quinta Airport/Opryland shall provide Institution with access to any Leased Room immediately upon request.
4. Institution shall be permitted to operate shuttle services on La Quinta Airport/Opryland premises for Institution student and employee use.

D. Termination.

1. Institution shall have the right to terminate the Agreement for convenience with thirty (30) days prior written notice to La Quinta Airport/Opryland at its principal address. Written notice shall also include notice by email and the effective date of such notice shall be the date of receipt, provided such receipt has been confirmed by the recipient.
2. Institution shall have the right to terminate the Agreement in the event Institution discontinues all residential student operations due to concerns related to COVID-19 or any COVID-19 variant.
3. In the event of termination, La Quinta Airport/Opryland shall be entitled to receive payment for fees incurred up to the date of termination. Upon such termination, La Quinta Airport/Opryland shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. Rules and Procedures. If any Institution student should violate any La Quinta Airport/Opryland rules or procedures or any applicable law, regulation, ordinance, or statute with respect to any of the Leased Rooms, La Quinta Airport/Opryland shall cooperate in Institution's student discipline procedures.
2. La Quinta Airport/Opryland Employees. La Quinta Airport/Opryland will not knowingly assign any individual to provide services to Institution if the individual has a history of criminal conduct. For purposes of this Agreement, "criminal conduct" means charges filed by any government agency, excluding non-moving violations and speeding violations or any other non-felonious charge. Furthermore, La Quinta Airport/Opryland must inform the Institution immediately if Property Owner has actual knowledge that any of Property Owner's employees or sub-contractors are listed in the Tennessee Abuse Registry or the Tennessee Sex Offender Registry. If Institution requests, La Quinta Airport/Opryland must perform a comprehensive criminal background check on any La Quinta Airport/Opryland employee or sub-contractor.
3. Non-Employment by State. La Quinta Airport/Opryland warrants that no part of the total contract amount provided herein shall be paid, directly or indirectly, to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to La Quinta Airport/Opryland in connection with any work contemplated or performed relative to this Agreement.
4. Non-Discrimination. The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities of 1990 and the related regulations of each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

La Quinta Airport/Opryland also agrees to take affirmative action to ensure that applicants are considered for employment, and employees are treated during their employment, without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

The Institution is committed to providing accessible information, materials and technologies to assure that individuals with disabilities have access to Institution resources comparable to access that is available to others.

5. Prohibition on Hiring Illegal Immigrants. T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilizes the service of illegal immigrants in the performance of the contract and by signing this Contract, the Contactor attests, certifies, warrants, and assures that La Quinta Airport/Opryland shall not knowingly utilize the services of illegal immigrants in the performance of the Contract and will not knowingly utilize the services of any

subcontractor, if permitted under the Contract, who will utilize the services of illegal immigrants in the performance of the Contract.

6. Iran Divestment Act. In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., La Quinta Airport/Opryland certifies that to the best of its knowledge and belief, neither La Quinta Airport/Opryland 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 the Institution's contracts.
7. Modification. This Agreement may be modified only by written amendment executed by all parties hereto.
8. Liability. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents, governing board, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.
9. Responsibility. Institution is only responsible for the acts of its employees. La Quinta Airport/Opryland acknowledges that Institution is not liable for the acts of its students or their invitees. Institution can agree to acknowledge that La Quinta Airport/Opryland has a right to remove guests, but Institution is legally not and legally cannot be, liable for the acts of its students.
10. Receipts. La Quinta Airport/Opryland shall maintain documentation for all charges against the Institution under this Agreement. The books, records, and documents of La Quinta Airport/Opryland insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of five (5) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the Institution or the State Comptroller of the Treasury or their duly authorized representatives.
11. Tennessee Department of Revenue. In compliance with the requirements of T.C.A. § 12-3-306, La Quinta Airport/Opryland hereby attests that it has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax.
12. Non-Assignment. La Quinta Airport/Opryland shall not assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the Institution, as appropriate.
13. Governing Law. This Agreement shall be governed by and construed pursuant to the laws of the State of Tennessee.
14. Forms. La Quinta Airport/Opryland agrees that no services shall commence until this Agreement is fully executed by both parties and that a Minority Ethnicity and W-9 forms are completed and returned with this Agreement.

15. Notices.
- a. **William Fain** is the Institution Contract Monitor for this Agreement and can be reached at **tel: 615-963-5643, fax: 615-963-5051** or email: wfain@tnstate.edu.
 - b. **Samir Zaveri** is the La Quinta Airport/Opryland contact for this Agreement and can be reached at **tel: 615-479-1600**, or email: **samirrx@yahoo.com**.
16. Independent Contractor. Nothing in this Agreement shall be deemed or construed to create a joint venture or partnership between the parties for any purpose. Neither party has any authority to obligate the other to third parties. All debts and liabilities incurred by each party shall be and remain the debts and liabilities of such party, subject to such reimbursement as may be provided for herein.
17. Compliance with Laws. La Quinta Airport/Opryland shall comply with all applicable federal, state and local laws and regulations in the performance of the contract.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set forth their signatures:

HOTEL NASHVILLE LLC

By: _____ Title _____ Date _____
 Name: _____

TENNESSEE STATE UNIVERSITY

By: _____ President _____ Date _____
 Dr. Glenda Glover Title

STATE OF TENNESSEE:

Approved as to form and legality:

 Herbert H. Slatery III, Attorney General and Reporter

**RESOLUTION TO APPROVE THE
BORROWING OF MONEY BY ANOTHER METHOD BY
TENNESSEE STATE UNIVERSITY**

Recitals

Whereas, Tennessee State University (“TSU”) has experienced an unprecedented demand for student housing due to increased enrollment and the need to accommodate COVID-19 protocols, including social distancing and quarantines; and

Whereas, in order to satisfy this demand while also ensuring that appropriate social distancing, quarantining, and other COVID-19 related protocols are met, TSU is seeking to expand its student housing through a use agreement (the “Agreement”) with House of God Church, Inc. (“House of God”); and

Whereas, the Agreement is for the use of up to one hundred sixty-three (163) beds in guest rooms located at 2005, 2007, 2009, and 2312 Heiman Street, Nashville, TN 37208 (collectively, the “Rooms”) to house TSU students, who will have access to the Rooms’ public spaces and amenities including parking and laundry facilities; and

Whereas, TSU has previously utilized House of God as overflow housing for residential students on an as needed and daily basis,

Whereas, TSU will provide shuttle service to/from campus for the convenience of its students, TSU police and security will monitor House of God and provide any necessary security, and TSU will provide residence services for its students residing at House of God; and

Whereas, the Agreement benefits both TSU and its students through:

- Increased enrollment and retention by providing available housing for TSU students. If housing is not available, some students may choose other institutions that may offer them housing.
- Allowing students to utilize financial aid to cover the cost of their on-campus housing.
- Providing affordable housing options in Nashville for TSU students (in the current Nashville housing market).
- Minimizing COVID-19 housing related issues related to housing population density; and

Whereas, the Agreement term runs from August 19, 2022, through May 10, 2025, and the rate per day per student is twenty-eight dollars and no cents (\$28.00); and

Whereas, the estimated total cost under the Agreement for the Rooms is three million two hundred fifty-four thousand seven hundred eighty-four dollars and no cents (\$3,254,784.00); and

Whereas, TSU may terminate the Agreement upon three (3) days written notice; and

Whereas, the Lease payments will be funded by TSU through housing revenues and Plant Funds (Auxiliary).

BE IT RESOLVED BY THE TENNESSEE STATE SCHOOL BOND AUTHORITY:

1. In accordance with the authority provided by Tennessee Code Annotated Section 49-3-1205(11), the Tennessee State School Bond Authority (the “Authority”) gives its approval for TSU to enter into the Lease.

BE IF FURTHER RESOLVED that all resolutions or parts of resolutions in conflict are repealed, and the resolution shall be effective as of August 10, 2022.

Adopted by the Authority at its meeting on August 10, 2022.

JASON E. MUMPOWER, SECRETARY
TENNESSEE STATE SCHOOL BOND AUTHORITY



TENNESSEE
STATE UNIVERSITY

Facilities Planning, Design and Construction

July 7, 2022

Executive Summary

Tennessee State University requests approval of a waiver of advertisement for an agreement with the House of God Inc. located at 2005, 2007, 2009, and 2312 Heiman Street, Nashville, TN 37208. Tennessee State University is seeking a three-year use agreement.

TSU has previously utilized the House of God as overflow housing for residential students by using beds (rooms) as needed and on a daily basis. When beds became available on campus, students would be relocated to on-campus housing. However, due to unprecedented demand for student housing over the past two years, Tennessee State University believes it will need full use of the House of God properties for student housing over the next three academic years.

Request

This agreement will allow TSU to meet the housing needs driven by our students' increase demands for student housing as well as the need to accommodate COVID-19 protocols, including social distancing and quarantines. House of God will provide 163 beds for TSU resident students.

The House of God properties are located less than 1 mile from the TSU main campus. A shuttle service to/from campus will be provided for the convenience of our students at roughly 30 minutes intervals. The housing rooms at the House of God provide similar amenities found on the main campus, including Wi-Fi, laundry facilities, streaming TV service, security provided by TSU Campus police and Security, and site access control.

Benefit to TSU

TSU is committed to serving our student population, and this includes housing services to accommodate our students' housing needs. The benefits to TSU are as follows:

- Increase enrollment and retention by having available housing for our students. If housing is not available, some students may choose other institutions who may offer them housing.
- Allow students to utilize financial aid to cover the cost of their on-campus housing.
- Provide affordable housing options in Nashville for TSU students, given the current high-cost Nashville housing market.
- Minimize COVID-19 housing related issues related to housing population density.

TENNESSEE STATE UNIVERSITY

Acquisition – Lease (Space)

Requested Action: Approval of a lease

Transaction Description: Transaction No. []

• **Proposed Lease**

- **Location:** Tennessee State University - Nashville
Davidson County – 3500 John A. Merritt Blvd, Nashville, TN
- **Landlord:** House of God Church, Inc., 2005, 2007, 2009, and 2312 Heiman Street, Nashville, TN 37208
- **Term:** August 19, 2022 to May 10, 2025
- **Area / Costs:** Up to 163 beds

	\$/bed	Estimated Total Cost
Cost per bed	\$28.00/night	\$3,692,928.00
• Source of Funding:	1) Housing Revenues 2) Plant Funds (Auxiliary)	
• Procurement Method:	Negotiated	

Comment: TSU expects these rooms will be needed to provide housing for undergraduate students the Fall 2022 semester through the Spring 2025 semester. TSU is expecting approximately 5,250 residential students for the Fall 2022 semester and currently has 3660 available beds. The additional 163 beds available at House of God will help TSU close the housing gap.

Due to TSU's previous use of House of God properties for student overflow housing as well as unprecedented and increasing demand for student housing, TSU and House of God intend to enter into a three-year agreement to secure student housing for TSU's use.

The cost to our students for the semester is as follows:
Single occupancy rooms = \$4,150 per semester
Double occupancy Rooms = \$3,950 per semester

This location was selected because of the proximity to TSU's main campus and the availability of the entire buildings for this use. Advertising is not required since the term of this lease is for one year or less and an unforeseen situation has arisen making it impractical to advertise.

TSU students will have access to the residence public spaces and amenities, including parking and laundry facilities and will be permitted to store their belongings in their rooms over the holiday break. TSU will provide security and resident services. TSU may cancel its right to access any of the rooms with notice to the property owner.

Use Agreement by and Between Tennessee State University and House of God Church, Inc.

This Use (“Agreement”) is made by and between Tennessee State University, acting for the benefit of the Tennessee State University Board of Trustees, located at 3500 John A. Merritt Boulevard, Nashville, Tennessee 37209-1561, hereinafter referred to as the “Institution” or “TSU,” and House of God Church Inc., Keith Dominion, located at 2714 Scovel Street, Nashville, TN 37208, hereinafter referred to as the “Property Owner”.

Whereas, Institution and Property Owner wish to enter into a short term agreement governing the use of a guest housing facility located on Property Owner’s property for the sole purpose of providing temporary overflow housing for TSU students during specified time periods in the Fall 2022 through Spring 2025 academic sessions at TSU, pursuant to the terms set forth below.

Whereas, the parties wish to simplify the collection and payment of service fees assessed to students in connection with residing at the Property Owner’s property, pursuant to the terms set forth below.

I. Property Owner’s Rights, Duties and Responsibilities

- A. Property Owner shall make available all guest rooms located at 2005, 2007, 2009 and 2312 Heiman Street, Nashville, TN 37208 (Keith, Lewis, Tate and Jenkins Residence Facilities), under the terms provided in this Agreement, for temporary use by TSU students during the periods detailed on Exhibit A, attached hereto (the “Residential Use Period”).
- B. The Property Owner’s guest rooms shall be furnished with one, two, or three beds, with all guest rooms having direct access to a bathroom. The property owner will make one hundred sixty-three (163) beds for student use under this Agreement at the service rate referenced herein.
- C. Property Owner shall charge a service rate of \$28.00 per day per student for the use and occupancy of Keith, Lewis, Tate and Jenkins Residence Facilities. The above-referenced service rate shall be applicable to each guest room that is occupied by a student after 12:00 p.m. each day, in accordance with the notice provisions set forth below.
- D. Additionally, Property Owner will permit TSU student personal property and any TSU institutional equipment to be stored in the Keith, Lewis, Tate and Jenkins Residence Facilities during the periods detailed on Exhibit A, attached hereto (the “Storage Use Period”). Property Owner shall charge a storage fee of \$10.00 per day. The above-referenced storage fee shall be applicable to each guest room that contains student personal property and/or TSU institutional equipment. Subject to the limitations of liability stated in T.C.A. § 12-3-701, Property Owner will not be responsible for theft or loss of any items not properly secured and locked in the Keith, Lewis, Tate and Jenkins Residence Facilities.
- E. Property Owner acknowledges and warrants that the buildings and guest rooms to be made available meet all applicable building codes, regulations and laws governing such structures. Notwithstanding the above, the parties acknowledge that second level elevator access is not provided in one or more buildings to be used by the students and referenced herein. Institution shall work directly with students to address any disability related access issues.

Property Owner shall reasonably cooperate with the Institution to address any student disability access issues.

- F. Property Owner shall issue an invoice to Institution for any payments authorized under the terms of this Agreement. Pursuant to State law, Institution shall pay the invoice within forty-five (45) days of receipt of the same. Any late fee, finance charges, or interest to TSU shall be in accordance with the Tennessee Prompt Pay Act (T.C.A. § 12-4-701 et seq.).
- G. Property Owner acknowledges that Institution is not leasing property or space, including rooms at the housing facility, from Property Owner, and this Agreement does not constitute a leasing relationship between Institution and Property Owner. Property Owner acknowledges that Institution is acting for the benefit of TSU students in simplifying the housing of students, by collecting fees and paying them to Property Owner for the benefit of the students and the parties. Property Owner will invoice Institution for damages caused by the acts or omissions of its students. Institution will review such damages, reimburse Property Owner for damages assessed to student actions or omissions, and seek reimbursement from such students.
- H. Property Owner acknowledges that this Agreement pertains to a business agreement between the parties, and the parties are not executing this Agreement for any religious purpose. Property Owner shall not engage in any religious promotion or other activities directed at students while students occupy the building and guest rooms referenced herein. Said provision does not prohibit Property Owner from permitting students to access its other facilities on a strictly voluntary basis.
- I. Property Owner grants Institution access to enter the above-referenced property, including the facilities and guest rooms located on said property, for the purposes of providing security, providing furnishing for the guest rooms, and managing the students housed in the facilities referenced herein. The Institution's entry into the guest rooms for security and furnishing purposes shall not be considered occupancy of a guest room and Institution shall not be charged for such access.
- J. Property Owner will not knowingly assign any individual to provide services to Institution if the individual has a history of criminal conduct. For purposes of this Agreement, "criminal conduct" means charges filed by any government agency, excluding non-moving violations and speeding violations or any other non-felonious charge. Furthermore, Property Owner must inform the Institution immediately if Property Owner has actual knowledge that any of Property Owner's employees or sub-contractors are listed in the Tennessee Abuse Registry or the Tennessee Sex Offender Registry. If Institution requests, Property Owner must perform a comprehensive criminal background check on any Property Owner employee or sub-contractor.
- K. If Property Owner has actual knowledge of the items below, Property Owner shall notify Institution immediately if any of the following items occur in one of the bedrooms or elsewhere on the Property Owner's premises, provided Property Owner is permitted to do so by applicable law:

1. Crimes, including attempted crimes (provided Property Owner has no obligation to monitor for same);
2. Emergencies involving personal injury to a student (provided Property Owner has no obligation to monitor for same);
3. Alcohol consumption by minor students (provided Property Owner has no obligation to monitor for same); and/or
4. Use of illegal drugs by students (provided Property Owner has no obligation to monitor for same).

For the avoidance of doubt, Property Owner shall have no obligation to take any action to prevent any of the foregoing items nor shall Property Owner have any liability for failure to monitor for any of the foregoing items.

II. Institution's Rights, Duties and Responsibilities

- A. Institution shall collect individual student payments and provide payment to Property Owner under the terms of this Agreement.
- B. Institution shall pay for any space it has elected to utilize. Property Owner shall submit an invoice to Institution for payment of service fees incurred through Residence Life staff's occupancy of any room at the Property Owner's facility.
- C. Subject to the terms set forth herein, the Institution shall pay Property Owner the service rate for the use and occupancy of the rooms that are made available under this Agreement.
- D. Each week during the term of this Agreement, the Institution shall notify Property Owner regarding the anticipated number of guest rooms that students will need to occupy for the upcoming week.
- E. During the contracted period, the Institution must notify the Property Owner that it intends to cancel its right to access any of the contracted guest rooms for the remaining contract period.
- F. Institution acknowledges Property Owner's intention to use fifty-six (56) beds for three (3) nights in September of 2022 and 2024 for the purpose of housing conference attendees. In the event Institution's occupancy of the Keith, Lewis, Tate and Jenkins Residence Facilities precludes Property Owner from housing such conference attendees, Institution shall provide and pay costs associated with securing fifty-six (56) beds for three (3) nights in September 2022 and September 2024 at an appropriate alternative housing site.
- G. As a state entity and pursuant to state law, the Institution shall not pay a penalty of cancellation charges. Institution shall pay any actual, reasonable, and documented damages or loss to Property Owner for which it is liable under Tennessee Law. The Institution, as a state entity, shall not, under any circumstances, indemnify Property Owner or be liable for attorney's fees, punitive damages, or the costs of litigation. Property Owner is obligated to mitigate its damages. With respect to claims made by student(s) and /or their guest or invitees, the Institution shall work in good faith with the student(s) and Property Owner to resolve such claims, but the Institution, as a State entity, shall not be liable for the actions of any TSU student occupying a room, or a guest of said student, at the Property Owner housing facility. The Institution shall inform students who are occupying rooms at Property Owner's

facility that their occupancy of the rooms is on a voluntary basis, and that the Property Owner requires that students occupying rooms under this agreement sign a Hold Harmless Agreement (HHA) to release the Property Owner from any claims arising from the student's occupancy of room, except for claims arising solely from the negligence of the Property Owner. Institution shall have each student sign the HHA at the time of check-in into the Property Owner's facility.

- H. The Institution's payment obligations shall be limited to payment for the total number of guest rooms occupied under the terms set forth herein.
- I. The Institution has the right, and shall be granted access, to enter the above referenced property, including the facilities and guest rooms located on said property, for the purposes of providing security, providing furnishing for the guest rooms, and managing the students who will be housed in the facilities referenced herein. The Institution's entry into the guest rooms for security and furnishing purposes shall not be considered occupancy of a guest room. The Institution will support the students residing at the Property Owner's facility with live-in Residence Life staff, TSU Police Departments supervising security patrols and shuttle bus service to the main campus. All students will be required to obtain TSU meal plans and dine at the TSU dining facilities. Students residing at Property Owner's facilities shall have access to HOGC campus laundry service. Property Owner also owns a coin operated laundry facility in the near vicinity to the housing units. The Institution will be responsible for advising students that laundry facilities are provided at the student's own risk and that should clothing become damaged or stolen, the Property Owner will not be responsible. The Institution has the option to place or replace washers and dryers in the coin operated laundry facility at its expense and discretion. The Institution shall be responsible for requiring students to adhere to all Tennessee State University policies and the Student Conduct Code on Property Owner's properties, and through the use of Residence Life staff and TSU Police (and other security), the Institution shall be responsible for requiring that students and their guests conduct themselves in such a manner so as to not create a risk or danger to themselves and/or others.

III. Miscellaneous Terms and Conditions

- A. This Agreement shall be governed by the laws of the State of Tennessee.
- B. The term of this Agreement shall be from August 19, 2022 to May 10, 2025.
- C. The parties' obligations set forth herein shall be null and void if the parties cannot perform due to force majeure.
- D. To the extent permitted by Tennessee Law and Tennessee Board of Regents policy, the Institution shall be solely liable for payment of all claims, liability, costs, expenses, demands, settlements, or judgments resulting in whole or in part from negligence, actions or omissions of the Institution or those for whom it is legally responsible relating to or arising under the Agreement. The Property Owner shall be solely liable for payment of all claims, liabilities, costs, expenses, demands, settlements, or judgments resulting in whole or in part from negligence, actions or omissions of the Property Owner or those for whom it is legally responsible, relating or arising under this Agreement.

- E. The State of Tennessee, including Tennessee State University, is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all monetary claims against the State of Tennessee including TSU, its officers, agents, and employees in performing any responsibility specifically required under the terms of the Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be expressly limited to claims paid by the Commission.

- F. TCA & 12-4-703 requires the Institution to make payments for products or services when purchased and, therefore, prohibits advance deposits or payments.

- G. In compliance with the requirements of Tenn. Code Ann. Section 12-4-124, Property Owner hereby attest that it shall not knowingly utilize the services of illegal immigrants in the United States in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the United States in the performance of this Agreement.

- H. This agreement may be terminated by either party upon three (3) days written notice.

In Witness of the acceptance of the terms of this Agreement, the parties have, by their duty authorized representatives, set their signature below:

House of God, Inc.

Tennessee State University

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tennessee State University does not discriminate against students, employees, or applicants for admission or employment on the basis of race, color, religion, creed, national origin, sexual orientation, gender identity/expression, disability, age, status as a protected veteran, genetic information, or any other legally protect class with respect to all employment, programs and activities sponsored by Tennessee State University.

STATE OF TENNESSEE:

Approved as to form and legality:

 Herbert H. Slatery III, Attorney General and Reporter