

AMENDMENT NO. 1  
TO  
ORDINANCE NO. BL2025-911

Madam President:

1. I hereby move to amend Ordinance No. BL2025-911 by replacing the Lease Agreement attached as Exhibit 1 with the Lease Agreement attached to this amendment labeled Exhibit 1.

SPONSORED BY:

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Tonya Hancock  
Member of Council

LEASE AGREEMENT BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY,  
BY AND THROUGH THE MAYOR'S OFFICE OF EMERGENCY MANAGEMENT  
AND THE DEPARTMENT OF GENERAL SERVICES,  
AND THE COMMUNITY RESOURCE CENTER

This Lease Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, between the Metropolitan Government of Nashville and Davidson County, by and through the Mayor's Office of Emergency Management (the "OEM") and the Department of General Services (the "GS"), and the Community Resource Center (the "CRC") (collectively, the "Parties").

WHEREAS, the Parties entered that certain Memorandum of Understanding regarding ongoing available general relief operations on January 24, 2012 (the "Relief Operations MOU") attached hereto as Exhibit B; and,

WHEREAS, the Relief Operations MOU provides that CRC will, among other things, establish methods for collection and sorting of donated material goods, establish a warehouse/donation processing center to receive, inventory, and prepare donated material goods, and with the help of OEM establish drop-off locations for donated material goods; and,

WHEREAS, the amount of donated material goods in response to disasters has exceeded capacity at the existing warehouse location established by CRC and a second location is needed; and,

WHEREAS, the overwhelming generosity of the donations has created an immediate need for secured storage of the donated items received by CRC, pursuant to the Relief Operations MOU; and,

WHEREAS, OEM, with assistance from GS, has located a warehouse owned by the Metropolitan Government of Nashville and Davidson County, at 801 Anderson Lane, Madison, TN 37115, (the "Warehouse"), that will provide sufficient secured storage space for the donated material goods; and,

WHEREAS, the Parties desire to make a portion of the Warehouse (the "Premises") consisting of approximately 57,000 SF, as more specifically depicted in Exhibit A, attached hereto, available to CRC to collect, sort, and securely store donated material goods (the "Permitted Use").

**CONSIDERATION** For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. Use. For the term of this Agreement CRC shall have the right to and will use the Premises solely for the Permitted Use. CRC shall not be entitled to use the Premises for any other purpose.
2. Term. The term of this Agreement will commence on the Effective Date and shall continue for one year.
3. Fee. CRC shall pay \$0.00 per month during the Term of this Agreement.
4. Utilities. GS shall pay all utility charges upon the Premises, including but not limited to, water, electricity, gas, sewer, sanitation, and other power or utility services used on or in connection with the Premises for the Permitted Use. There will be no utility cost to CRC.
5. Maintenance.
  - a. During the Term of this Agreement, CRC shall be responsible for
    - i. routine maintenance of any improvements to the inside of the Premises; and,
    - ii. janitorial services inside the Premises.

- b. CRC shall in no event be obligated to improve or repair the Premises in connection with such routine maintenance to a condition that is better than the condition the Premises is as of the date the Premises is delivered to CRC for the Permitted Use.
        - c. GS shall be responsible, at its sole cost and expense, for maintaining in good working order, existing electrical and HVAC systems, gas, sewer, sanitation, and other power or utility facilities, the exterior of the Premises, including, without limitation, the walls, roof, foundation, parking lot, and other items that are structural in nature or otherwise deemed capital improvements.
        - d. Notwithstanding anything to the contrary in this Section 5, GS shall have no obligation to repair or replace any portion of the Premises or its systems if GS elects, in its sole discretion, to discontinue maintenance of such portion of the Premises, and any such election shall not constitute a breach of this Agreement.
6. Taxes. CRC shall be responsible for all taxes which may be assessed by virtue of its activities on the Premises.
7. Insurance.
  - a. Lessee Liability Insurance. Prior to entering upon the Premises for any purpose permitted under this Lease, and throughout the Term of this Lease, CRC shall, at its expense, provide and keep in force commercial general liability insurance containing bodily injury and property damage coverage of not less than Two Million Dollars (\$2,000,000.00) per occurrence immediately prior to occupying the space. Such limits may be reached through a combination of commercial general liability and umbrella insurance policy limits. Such policies shall cover the entire Premises and shall include Metropolitan Government as an additional insured. CRC shall deliver evidence of such policies to Metropolitan Government if so requested in the form of an ACORD 25 Certificate of Insurance (or equivalent form). All such insurance policies shall be with responsible insurance companies with an A.M. Best rating of not less than A- and authorized to do business in the State of Tennessee.
  - b. Partial Building Occupancy; Allocation of Insurance Responsibility. The Premises, consisting of approximately fifty-seven thousand (57,000) square feet, constitutes a dedicated but non-partitioned portion of a larger approximately three hundred ninety-five thousand (395,000) square foot warehouse facility owned by Metropolitan Government and representing approximately fourteen percent (14%) of such facility. The Premises is not permanently separated from the remainder of the facility, although Metropolitan Government may install gates or similar non-permanent barriers. The Parties acknowledge that Metropolitan Government retains ownership and control over the remainder of the facility and may maintain insurance coverage through a self-insurance program. Notwithstanding anything to the contrary in this Lease, Lessee shall not be required to insure the full insurable value of the building and related improvements; rather, Lessee's insurance obligations with respect to property coverage shall be limited to:
    - i. maintaining insurance as required for Lessee's personal property, trade fixtures, equipment, and operations within the Premises;
    - ii. maintaining commercial general liability insurance as otherwise required in subsection (a)above;
    - iii. bearing responsibility for any loss of or damage to the Premises, or to the larger facility, to the extent caused by the acts or omissions of Lessee, its agents, employees, contractors, or invitees; and
    - iv. reimbursing Metropolitan Government for any deductible amounts actually incurred by Metropolitan Government in connection with repairs to the extent such loss or damage is caused by Lessee as set forth in subsection (iii).

8. Fire and Casualty Damage. If the Premises or any portion thereof shall be damaged by fire, flood, or other casualty such that in the reasonable judgment of either party the Premises are no longer suitable for use as contemplated by this Agreement, then such party may terminate this Agreement upon the occurrence of such casualty. In that event, CRC shall be entitled to retain the proceeds of any policy of insurance paid for by CRC and covering such casualty (if any), with the exception of those proceeds rightfully inuring to Metro as an additional insured on CRC's policy, and Metropolitan Government shall be entitled to retain the proceeds of any policy of insurance paid for by Metropolitan Government and covering such casualty (if any). Metropolitan Government shall have no obligation to rebuild any portion of the Premises after such casualty.
9. No Representation by OEM. OEM makes no representation or warranty to CRC regarding the Premises including, without limitation, the status of OEM's title to, the condition of, or the suitability of the Premises for the Permitted Use by the CRC.
10. Indemnity. To the greatest extent allowed by laws of the state of Tennessee, CRC will indemnify and hold harmless the Metropolitan Government of Nashville and Davidson County, its officers, agents, and employees from any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CRC its officers, employees, invitees, guests, and/or agents, including its sub or independent contractors, in connection with this Agreement.
11. Right of Entry. CRC agrees that OEM, and any other agency representative of the Metropolitan Government of Nashville and Davidson County, shall at all times during the Term with reasonable prior notice to CRC (except in emergencies) have the full power and authority to enter onto the Premises to ensure that CRC is in full compliance with the terms and conditions of this Agreement.
12. Termination. This Agreement may be terminated by either party upon ninety (90) days written notice. Upon termination, either by written notice or operation of this Agreement, CRC shall be responsible for removal of all personal property from the Premises.
13. Improvements. CRC shall not make any permanent improvements, alterations, or changes of any kind to the Premises without the express written permission of OEM.
14. Attorneys' Fees. The Parties shall be responsible for its own attorney's fees, costs, and all other legal expenses.
15. Assignment. This Agreement may not be assigned or transferred.
16. Notice and Designation for Service of Process.

- a. If to CRC:  
Tina Doniger, Executive Director  
218 Omohundro Place  
Nashville, TN 37210

- b. If to OEM:  
Chief William Swann, Director  
2060 15<sup>th</sup> Avenue South  
Nashville, TN 37212

*With copy to:*

Metropolitan Government of Nashville and Davidson County  
Department of Law  
PO Box 196300  
Nashville, TN 37219

c. If to GS:  
Gerald C. Smith  
Director of General Services  
PO Box 196300  
Nashville, TN 37219-6300

17. Applicable Law. The Parties agree to comply with all applicable federal, state, and local laws and regulations.
18. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder shall continue in full force and effect.
19. Governing Law. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee. Venue shall lie exclusively in Davidson County.
20. Force Majeure. The Parties shall be excused for the period of any delay and shall not be deemed in default with respect to this Agreement when prevented from so doing by cause or causes beyond the Parties' control, which shall include, without limitation, all labor disputes, fire or other casualty, acts of God, fire, flood, riot, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the respective Parties.
21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Iran Divestment Act. In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Lessee certifies that to the best of its knowledge and belief, neither Lessee nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metropolitan Government contracts.
23. Boycott of Israel. The Lessee certifies that it is not currently engaged in, and will not for the duration of the lease agreement engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.
24. Effective Date. This Agreement shall take effect on the date this Agreement is approved by all required parties and filed in the Metropolitan Clerk's Office.
25. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the Premises.

*[Signature Page follows]*

RECOMMENDED BY:

Abraham Wescott  
Abraham Wescott, Director  
Public Property Administration

COMMUNITY RESOURCE CENTER

Tina Doniger  
Executive Director

Gerald C. Smith  
Gerald C. Smith, Director  
Department of General Services

Chief William Swann  
Chief William Swann, Director  
Office of Emergency Management

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Jenneen Reed  
Jenneen Reed, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

Macy Amos  
Assistant Metropolitan Attorney

FILED IN THE OFFICE OF THE  
METROPOLITAN CLERK:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date