

**LIMITED REVOCABLE LICENSE AGREEMENT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH AND
COSECHA COMMUNITY DEVELOPMENT**

This Limited Revocable License Agreement is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH**, a municipal corporation of the State of Tennessee (hereinafter referred to as "MPHD") and **COSECHA COMMUNITY DEVELOPMENT**, a 501c3 non-profit Tennessee corporation, (hereinafter referred to as "Agency" or "licensee").

1. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1.1. Duties and Responsibilities

Agency agrees:

- A. To create, operate and maintain a community garden in the fenced- in area on the west side of the clinic building. (See Appendix I)
- B. To not charge fees or fundraise on the property without first obtaining written permission from MPHD.
- C. To not construct, install, make alterations or improvements to the property without first obtaining written permission from MPHD.
- D. To maintain the property in an orderly and neat condition. No debris shall be stored or allowed to remain on the property except as related to composting of site-produced organic waste. No off-site organic waste shall be permitted without prior written permission of MPHD. At no time shall this property create a nuisance per Metro code.
- E. To store bulk gardening materials out of public site at the rear of the garden area whenever possible. Bulk materials may include compost, soil, and other bulk gardening materials.
- F. To design and maintain the garden to prevent pesticides, fertilizer or other gardening chemicals and waste from draining off of the property.
- G. To not store tools or chemicals on the property other than those associated with normal gardening activities at this specific site. All chemicals used must be approved in writing by MPHD.
- H. To not actively garden at the property prior to sunrise or after sunset. The operation of mechanical equipment is permitted after 8 AM and must cease at sunset.
- I. To maintain all areas within the designated boundaries of the garden.
- J. To obtain written approval for any and all signs erected, displayed, placed, or maintained on the property.
- K. To remove any and all improvements from the property within 30 days of the license agreement ending.

MPHD agrees:

- A. To provide a limited revocable license to Agency to allow Agency access to the designated area at the Woodbine Public Health Clinic at 224 Oriel Ave. for the purpose of allowing Agency to develop, manage and operate a community garden and educational program in compliance with all rules, regulations, and policies of Metro.
- B. To maintain the property outside of the designated garden boundary per standard maintenance schedule.

Mutual responsibilities:

- A. The license agreement will be jointly reviewed annually or more frequently if laws and regulations are amended that will significantly impact this agreement, or whenever a party requests a formal change.
- B. Both parties agree to develop performance measures to report on the success and failures arising from the license agreement.

2. LICENSE AGREEMENT TERM

2.1. License Term

The term of this license agreement will begin on the date it is approved by all required parties and filed in the office of the Metropolitan Clerk and end on December 31, 2028.

3. COMPENSATION

3.1. License Agreement Value

There shall be no cost to MPHD for the performance of services under this license agreement as described in Section 1.

3.2. Other Fees

There will be no other charges or fees for the performance of this license agreement.

4. TERMINATION

4.1. Breach

Should Agency fail to fulfill in a timely and proper manner its obligations under this license agreement or if it should violate any of the terms of this agreement, MPHD shall have the right to immediately terminate the agreement. Such termination shall not relieve Agency of any liability to MPHD for damages sustained by virtue of any breach by Agency.

4.2. Lack of Funding

Should funding for this license agreement, if any, be discontinued, MPHD shall have the right

to terminate the license agreement immediately upon written notice to Agency.

4.3. Notice

MPHD may terminate this license agreement at any time upon thirty (30) days written notice to Agency.

5. NONDISCRIMINATION

5.1. Metro's Nondiscrimination Policy

It is the policy of the MPHD not to discriminate on the basis of age, race, sex, color, national origin, sexual orientation, gender identity, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

5.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MPHD's programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of agreements with MPHD. **Agency certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all liensees entering into agreements with MPHD shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

5.3. Americans with Disabilities Act

Agency assures MPHD that all services provided through this license agreement shall be completed in full compliance with the Americans with Disabilities Act (ADA) and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule, published in the Federal Register on July 23, 2004, as has been adopted by the Metropolitan Government of Nashville and Davidson County. Agency will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

6. INSURANCE

6.1. Proof of Insurance

During the term of this license agreement, for any and all awards, Agency shall, at its sole expense, obtain and maintain in full force and effect for the duration of this agreement, including any extension, the types and amounts of insurance identified below. Proof of insurance shall be required naming MPHD as additional insured.

6.2. General Liability Insurance

Agency shall provide General Liability Insurance in the amount of one million (\$1,000,000.00) dollars.

6.3. Worker's Compensation Insurance

Agency shall provide Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee.

6.4. Such insurance shall:

Contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Agency including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, Agency's insurance coverage shall be primary insurance as respects Metro, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering Metro, its officials, officers, employees, and volunteers shall be excess of Agency's insurance and shall not contribute with it.

6.5. Other Insurance Requirements

Prior to commencement of services, Agency shall furnish MPHD with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300**

In addition to the provisions above, Agency shall:

Provide certified copies of endorsements and policies if requested by MPHD in lieu of or in addition to certificates of insurance.

Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by MPHD **prior to the commencement of use of the license.**

7. GENERAL TERMS AND CONDITIONS

7.1. Taxes

MPHD shall not be responsible for any taxes that are imposed on Agency. Furthermore, Agency understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MPHD.

7.2. Maintenance of Records

All documents and supporting materials related in any manner whatsoever to the license agreement or any designated portion thereof, which are in the possession of Agency, or any subcontractor or sub-consultant shall be made available to MPHD for inspection and copying upon written request from MPHD. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from MPHD. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the performance of this license agreement. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of Agency and subcontractors.

7.3. Monitoring

The Agency's activities and records maintained pursuant to this license agreement shall be subject to monitoring and evaluation by MPHD, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

7.4. MPHD Property

Any MPHD property, including but not limited to ground, books, records and equipment that is in Agency's possession shall be maintained by Agency in good condition and repair, and shall be returned to MPHD by Agency upon termination of the license agreement in the same condition at the beginning of this agreement, normal wear and tear excepted.

7.5. Modification of License Agreement

This license agreement may be modified only by written amendment executed by all parties

and their signatories hereto.

7.6. Partnership/Joint Venture

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

7.7. Waiver

No waiver of any provision of this license agreement shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.

7.8. Employment

Agency shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

Agency shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this license agreement.

Violation of either of these license agreement provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of MPHD.

7.9. Compliance with Laws

Agency agrees to comply with all applicable federal, state and local laws and regulations.

7.10. Taxes and Licensure

Agency shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

7.11. Ethical Standards

Agency hereby represents that Agency has not been retained or retained any persons to solicit or secure a MPHD license agreement or contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this license

agreement, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MPHD contracts.

7.12. Indemnification and Hold Harmless

- A. Agency shall indemnify and hold harmless Metro, its officers, agents and employees from:
 - i. 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 Agency, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the license agreement; and,
 - ii. Any claims, damages, penalties, costs and attorney fees arising from any failure of Agency, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- B. In any and all claims against Metro, its officers, agents, or employees, by any employee of the Agency, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Agency or any subcontractor under workers' compensation acts, disability acts or other employee benefit acts.
- C. Metro will not indemnify, defend or hold harmless in any fashion the Agency from any claims arising from any failure, regardless of any language in any attachment or other document that the Agency may provide.
- D. Agency shall pay Metro any expenses incurred as a result of Agency's failure to fulfill any obligation in a professional and timely manner under this license agreement.

7.13. Attorney Fees.

Agency agrees that in the event either party takes legal action to enforce any provision of the license agreement or to obtain a remedy for any breach of this license agreement, and in the event Metro prevails in such action, Agency shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for Metro.

7.14. Assignment--Consent Required

The provisions of this license agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto, provided that neither this license agreement nor any of the rights and obligations of Agency hereunder shall be assigned or transferred in whole or in part without the prior written consent of MPHD.

7.15. Entire License Agreement

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

7.16. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

7.17. Governing Law

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

7.18. Venue

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

7.19. Severability

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

7.20. Notices and Designation of Agent for Service of Process

All notices to MPHD shall be mailed or hand delivered to:

Metropolitan Public Health Department
Attn: Director
2500 Charlotte Avenue
Nashville, TN 37209

Notices to Agency shall be emailed, mailed, or hand delivered to:

Cosecha Community Development
2621 Nolensville Pike
Nashville, TN 37211

7.21. Effective Date

This license agreement shall not be binding upon the parties until it has been signed first by the Agency and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. The date upon which this license agreement is filed with the Metro Clerk shall be referred to as the "Effective Date."

7.22. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Agency certifies that to the best of its knowledge and belief, neither the Agency 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 license agreement termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.

7.23. Health Insurance Portability and Accountability Act Compliance

MPHD and Agency shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- A. Agency warrants that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this license agreement.
- B. Agency warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this agreement so that both parties will be in compliance with HIPAA.
- C. Agency agrees to sign documents, including but not limited to Business Associate agreements, as required by HIPAA and that are reasonably necessary to keep MPHD and Agency in compliance with HIPAA. This provision shall not apply if information received by the Agency from MPHD under this license agreement is not "protected health information" as defined by HIPAA, or if HIPAA permits Agency and MPHD to receive such information without entering into a Business Associate agreement or signing another such document.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement:

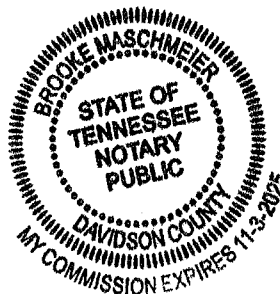
Licensee: COSECHA COMMUNITY DEVELOPMENT

By: *Lana Davis*

Sworn to and subscribed to before me, a Notary Public this 18th day of September, 2025, by Brooke Maschmeier, the Notary of Licensee and duly authorized to execute this instrument on Licensee's behalf.

Notary Public: *Brooke Maschmeier*

My Commission Expires: 11-3-25



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

RECOMMENDED:

Signed by:
Sanmi Anola 9/19/2025
00722956D81A4B1...
Director, Metro Public Health Department Date

APPROVED:

Signed by:
Tené Hamilton Franklin 9/21/2025
BEBF0BBF14D14B0...
Chair, Board of Health Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by: Initial DS
Jennene Reed/mjw 9/22/2025
62377A2A8742469...
Director of Finance Date

APPROVED AS TO INSURANCE:

DocuSigned by:
Balogun Cobb 9/23/2025
68804BF12FD741C...
Director of Insurance Date

APPROVED AS TO FORM AND LEGALITY:

Signed by:
Matthew Garth 10/6/2025
66F60922930844F...
Metropolitan Attorney Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk Date

