



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

April 29, 2022

To: Terri Jaynes, Public Property Division

**Re: LICENSE AGREEMENT - MADISON WAREHOUSE
Planning Commission Mandatory Referral #2022M-022AG-001
Council District #09– Tonya Hancock, Council Member**

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request to approve a 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 for use of a warehouse at 801 Anderson Lane, Madison, TN 37115 (Parcel No. 04300002600) (Proposal No. 2022M-022AG-001).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: none

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Delilah Rhodes at delilah.rhodes@nashville.gov or 615-862-7208.

Sincerely,

A handwritten signature in black ink that reads 'Robert Leeman'.

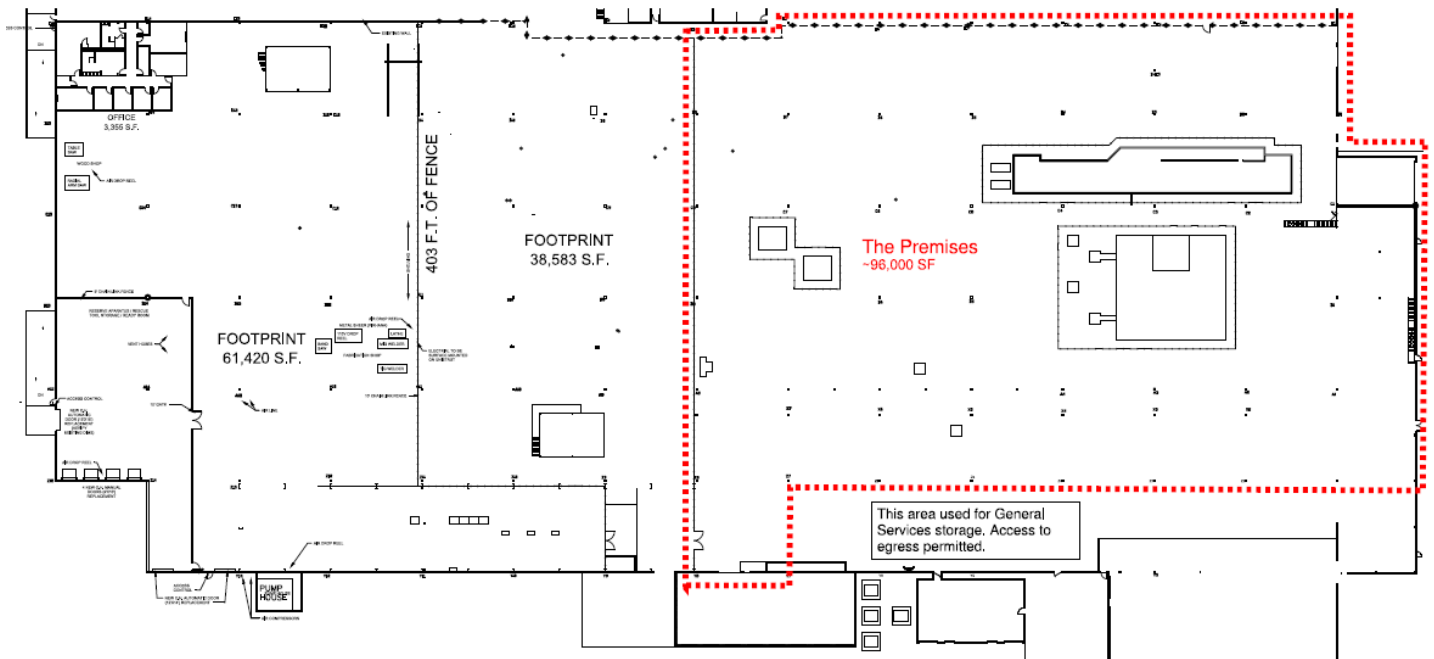
Robert Leeman
Deputy Director
Metro Planning Department
cc: *Metro Clerk*

Re: LICENSE AGREEMENT - MADISON WAREHOUSE
Planning Commission Mandatory Referral #2022M-022AG-001
Council District #09– Tonya Hancock, Council Member

A request to approve a 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 for use of a warehouse at 801 Anderson Lane, Madison, TN 37115 (Parcel No. 04300002600) (Proposal No. 2022M-022AG-001).

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EXHIBIT A 801 Anderson Lane, Madison, TN 37115



LICENSE 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 License Agreement (the "Agreement") is made and entered into this ___ day of May 2022, 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, 2020 (the "Relief Operations MOU"); 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 96,000 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").

Now therefore the Parties herein agree:

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 two years. The term of this Agreement may be extended for an additional one-year term at the discretion of OEM. In any event, the term of this Agreement will not exceed thirty-six (36) months.
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.
6. Taxes. CRC shall be responsible for all personal property taxes or any other local, state, or federal taxes which may be assessed by virtue of its activities on the Premises.
7. Insurance. CRC will provide OEM a copy of its certificate of liability insurance coverage.
8. 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.
9. Indemnity. 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, and/or agents, including its sub or independent contractors, in connection with this Agreement.
10. 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.
11. Termination. This Agreement may be terminated by either party upon thirty (30) 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.
12. Improvements. CRC shall not make any permanent improvements, alterations, or changes of any kind to the Premises without the express written permission of OEM.
13. Attorneys' Fees. The Parties shall be responsible for its own attorney's fees, costs, and all other legal expenses.
14. Assignment. This Agreement may not be assigned or transferred.
15. 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 15th Avenue South
Nashville, TN 37212
With copy to:
Director of Law
Metropolitan Government
108 Metropolitan Courthouse
Nashville, TN 37201

- c. If to GS:
Velvet Hunter, Interim Director
PO Box 196300
Nashville, TN 37219-6300

16. Applicable Law. The Parties agree to comply with all applicable federal, state, and local laws and regulations.
17. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder shall continue in full force and effect.
18. Governing Law. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee.
19. 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.
20. 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.
21. Effective Date. This Agreement shall be effective after executed by the Parties and filed with the Metropolitan Clerk.

[Signature Page follows]

RECOMMENDED BY:

Abraham Wescott

Abraham Wescott, Director
Public Property Administration

Velvet Hunter

Velvet Hunter, Interim Director
Department of General Services

William Swann

Chief William Swann, Director
Office of Emergency Management

COMMUNITY RESOURCE CENTER

Tina Doniger

Executive Director

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kelly Flannery/mjw

Kelly Flannery, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Macy Amos

Assistant Metropolitan Attorney

APPROVED AS TO INSURANCE

Balogun Cobb

Director of Insurance

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date

EXHIBIT A

801 Anderson Lane, Madison, TN 37115

