

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").

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 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.
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 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.
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, CEO  
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:*  
Macy Amos, 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

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

*Gerald C. Smith*

Gerald C. Smith, Director  
Department of General Services

**William Swann**

Chief William Swann, Director  
Office of Emergency Management

COMMUNITY RESOURCE CENTER

*Tina Doniger*

Tina Doniger  
CEO

APPROVED AS TO AVAILABILITY  
OF FUNDS:

*Jenneen Reed/mjw*

Jenneen Reed, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

*Macy Amos*

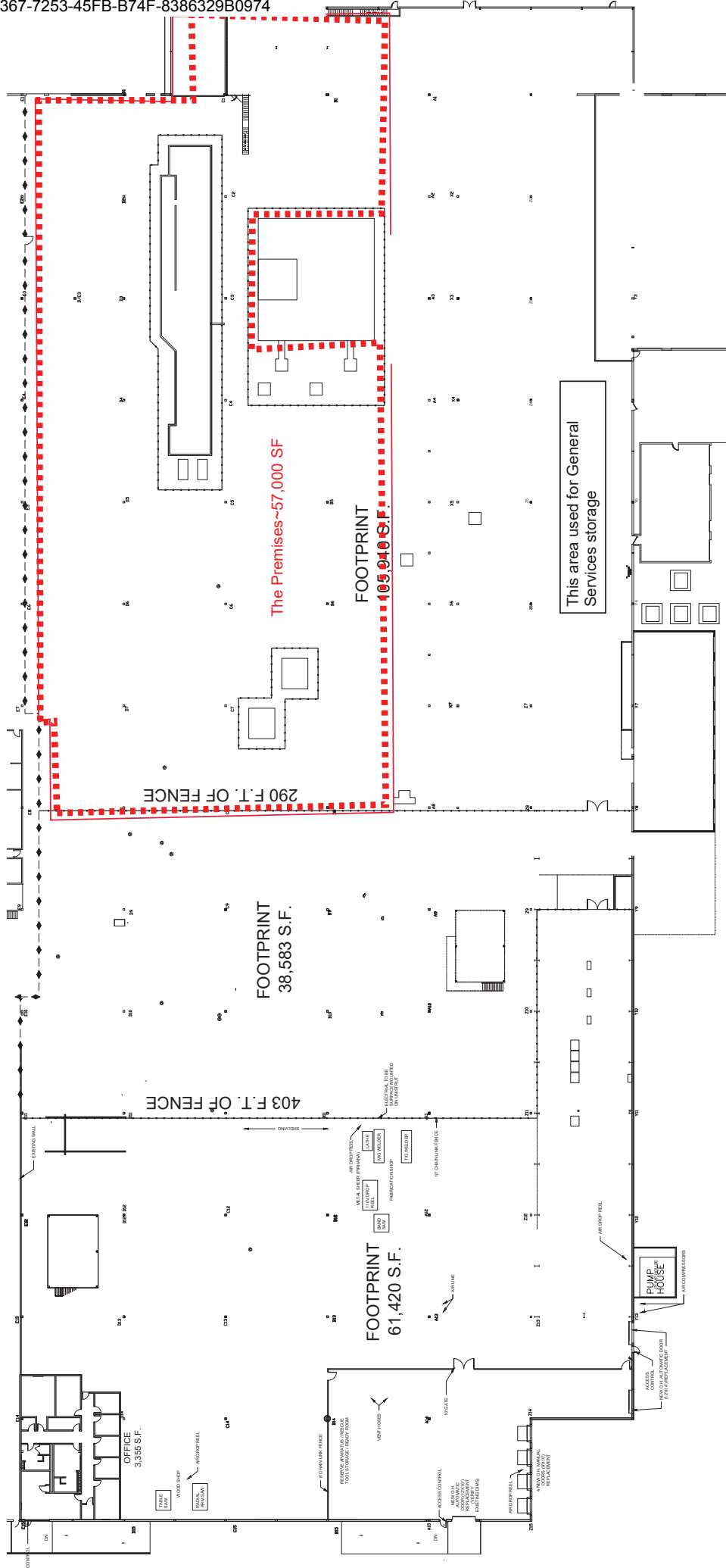
Assistant Metropolitan Attorney

FILED IN THE OFFICE OF THE  
METROPOLITAN CLERK:

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

\_\_\_\_\_  
Date

# EXHIBIT A



This area used for General Services storage

The Premises ~57,000 SF  
FOOTPRINT 105,040 S.F.

FOOTPRINT 38,583 S.F.

FOOTPRINT 61,420 S.F.

OFFICE 3,355 S.F.

PUMP HOUSE

403 F.T. OF FENCE

290 F.T. OF FENCE

FOOTPRINT 105,040 S.F.

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY,  
BY AND THROUGH THE MAYOR'S OFFICE OF EMERGENCY MANAGEMENT,  
AND THE COMMUNITY RESOURCE CENTER

This MEMORANDUM OF UNDERSTANDING is made and entered into this 24<sup>th</sup> day of January, 2012 between the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, BY AND THROUGH THE MAYOR'S OFFICE OF EMERGENCY MANAGEMENT (hereinafter "OEM"), and THE COMMUNITY RESOURCE CENTER (hereinafter "CRC").

The purpose of this agreement is to establish cooperation between the Metropolitan Government Office of Emergency Management and The Community Resource Center in preparing for and responding to disaster relief situations in Metropolitan Nashville and Davidson County.

It is AGREED:

1. The Community Resource Center will:

Relief Operations

- a. Provide a CRC staff member to act as the Emergency Services Coordinator (ESC), as well as an alternate to ensure 24-hour availability to the Emergency Operations Center, when requested by OEM. Make their background information available to OEM for background check/credentialing.
- b. With input and support from OEM, establish drop-off location(s) for material goods donated for the benefit of disaster victims.
- c. Establish methods and procedures for the collection and sorting of donated material goods into the following categories:
  - ❖ Food/Water (including paper plates, etc.)
  - ❖ Furniture
  - ❖ Cleaning Supplies
  - ❖ Repair Items (building mats, tools, etc.)
- d. Work with Second Harvest Food Bank regarding collection and distribution of donated food items.
- e. Work with Goodwill Industries of Middle Tennessee regarding collection and distribution of donated clothing items. The Community Resource Center will not accept used clothing donations.
- f. Establish a warehouse/donation processing center(s) to receive, inventory and prepare material goods for distribution (including business equipment, furniture and supplies, as appropriate. Work in cooperation with the Nashville Area Chamber of Commerce to match business needs with donated business materials.)
- g. Establish procedures for receiving, inventorying, and distributing material goods donations.
- h. Coordinate with Hands on Nashville to utilize volunteers for the receipt, inventory, and distribution of material goods, as needed.
- i. Coordinate the transportation of donated material goods to the designated warehouse/distribution location(s). Donated material goods may need to be transferred from Metro locations such as Disaster Information Centers.

- j. Utilize warehouse(s) for bulk distribution of material goods to relief agencies or other appropriate partners, who will coordinate individual distribution to disaster survivors. Relief agencies or other appropriate community partners will serve as the primary method for distributing goods donations to disaster survivors. The Community Resource Center will facilitate collaboration with the distribution points. The Community Resource Center may distribute materials directly to disaster survivors, as appropriate.
- k. Provide information and instructions to the EOC Public Information Section, the Metro Hotline, and 211, about what types of materials are needed and the location(s) for dropping off material goods donations, so the information can be distributed to the public.
- l. As appropriate, provide information and instructions to the EOC Public Information Section, the Metro Hotline, 211, case management, and relief agencies, about the location and process for accessing donated material goods for disaster victims.
- m. Engage in reciprocal communication with OEM and other community partners about emerging in-kind needs.
- n. Forward any monetary donations received for the benefit of disaster victims to The Community Foundation for processing.

#### Recovery Operations

- o. Facilitate the donation or purchase of bulk material goods needed for recovery, as appropriate. The Community Resource Center will continue to partner with case management and other community agencies for distribution, as appropriate. The Community Resource Center may distribute these recovery items directly to disaster survivors, as appropriate.
- p. Provide information to community partners about the inventory of material goods available for distribution.
- q. Establish procedures for coordination of distribution with victim case management, as appropriate.
- r. Account for distribution, including logging the recipients of significant material goods.
- s. Obtain appropriate insurance for inventory, facilities, and operations related to disaster response.
- t. Participate in the Long-Term Recovery and/or Unmet Needs Committees and act as a resource for material goods needed during recovery.
- u. Create "close out" procedures for warehouse/donation processing center(s) and long term storage of reusable items and distribution or storage of unused items, including input from the Metro Unmet Needs Committee.
- v. Develop internal tracking tools to support these Emergency Support Function Metrics.
- w. Realize constant preparation and training are critical components of this agreement. Ensure that ESC designated employees maintain a basic level of emergency management training and incident oversight training. Comply with any current or future requirements of formal OEM partners related to training and/or professional development. Dedicate staff to support any exercises/drills that test EOC activation.
- x. Participate in the Long-term Recovery and/or Unmet Needs Committee and act as a resource for material goods needed during recovery, when possible.
- y. Provide to OEM a copy of its own agency disaster preparedness plan.

2. OEM will:

- a. During Emergency Activation, notify CRC's Emergency Services Coordinator (ESC) through the means they deem appropriate (conference call, cell phone discussion, or email) and advise the ESC of their role in the Emergency Operations Center (EOC). If the activation scenario does not warrant the activation of the CRC function, OEM will brief CRC about the nature of the response.
- b. Provide official photo credentialing/access to all CRC individuals who are designated ESC's. Provide a brief EOC orientation and tour to these ESC's to answer key questions about their war room roles.
- c. Provide CRC the appropriate metrics for tracking manpower, equipment, volunteer hours, services, and donations during a declared incident. Integrate results for CRC into the overall disaster declaration report for the Mayor and other officials as necessary.
- d. Notify CRC of all appropriate internal training opportunities for CRC staff. Make CRC aware of non-OEM training opportunities available through various state/federal agencies. Include CRC in the planning and execution of exercises or drills that test EOC war room activation.
- e. Notify and include representatives from CRC in any activation of an Unmet Needs or Long-Term Recovery Committee.
- f. In conjunction with Metro Police, provide security and traffic control for collection and distribution sites, as needed.
- g. Assist The Community Resource Center with finding collection sites, warehouse space, and distribution locations, if needed.
- h. Engage Metro resources such as forklifts and drivers to assist with collection, sorting, storing, and distributing material goods, as needed.
- i. Coordinate with The Community Resource Center for transportation of donated material goods to the designated warehouse/ distribution location(s), including availability of tractor trailers for receiving and transporting goods.
- j. Engage in reciprocal communication with The Community Resource Center and other community partners about emerging in-kind needs.
- k. Refer Metro Hotline callers who want to donate goods to the appropriate collection site and those seeking material goods to case management or distribution locations.
- l. Include The Community Resource Center as a recipient of all press releases issued from the Emergency Operations Center.

3. General Communications between CRC and OEM:

As partners, OEM and CRC have similar goals—effective and quick mobilization to help the citizens of Davidson County recover from catastrophic events. We can assist each other and do it more effectively with open and transparent communication. This includes reciprocity in the following areas:

Both CRC and OEM will:

- Designate a lead staff person to manage the relationship between agencies.
- Meet annually to review the partnership and make improvements to procedures or the overall support function.



- Include the designated staff representative in meetings, public forums, and other opportunities that will improve the relationship, the fulfillment of the support function, or generally build learning and good will between the agencies.
- Update each other with names and contact information for staff assigned to this function.

4. The parties to this Memorandum shall not discriminate on the basis of age, race, sex, color, national origin or disability in hiring and employment practices, or in admission to, access to, or operation of programs, services, and activities.

5. The parties to this Memorandum agree to comply with all applicable federal, state and local laws, and regulations.

6. CRC will provide to OEM a copy of the agency's certificate of liability insurance coverage.

7. CRC will indemnify and hold harmless METRO, 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 performance of this Memorandum.

8. Nothing herein shall in any way create a partnership or joint venture between the parties or create the relationship of principal and agent. 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.

9. To the extent CRC gains access to the Metropolitan Nashville Comprehensive Emergency Management Plan or other contingency plans used by government to respond to acts of terrorism, violence, or other man-made disasters, CRC shall treat those plans as confidential and not open for public inspection.

10. This memorandum may be terminated by either party at any time, upon sixty (60) days written notice. Metro shall have the right to immediately terminate this Memorandum for cause.

11. Effective Date: This contract shall not be binding upon the parties until it has been signed first either by the Metropolitan Government Office of Emergency Management and then by the authorized representatives of The Community Resource Center, or vice versa. When it has been so signed, this contract shall be effective as of January 24, 2012.

12. Notices and Designation of Agent for Service of Process:

CRC:  
Catherine Mayhew, Executive Director  
218 Omohundro Place  
Nashville, TN. 37210

OEM:  
Kevin Penney, OEM Deputy Director  
2060 15<sup>th</sup> Avenue South  
Nashville, TN 37212

RECOMMENDED BY:

Stephen D. Halford  
CHIEF STEPHEN HALFORD  
ACTING DIRECTOR  
OFFICE OF EMERGENCY MANAGEMENT

Catherine Mayhew  
CATHERINE MAYHEW  
EXECUTIVE DIRECTOR  
THE COMMUNITY RESOURCE CENTER

APPROVED AS TO FORM AND LEGALITY

BY: Susan J. Jones  
Metropolitan Attorney

APPROVED AS TO AVAILABILITY OF FUNDS

BY: Robert Hubel  
Director of Finance

APPROVED AS TO INSURANCE

BY: B. C. M.  
Director of Insurance

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

R. P. A.  
Metropolitan Clerk

Date Filed: 1-24-12