



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

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

October 20, 2021

To: Flake Hudson II, Metro Legal

Re: United Way Legislation
Planning Commission Mandatory Referral #2021M-030AG-001
Council District #06 – Brett Withers, 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 for an ordinance approving a lease agreement between the Metropolitan Government of Nashville and Davidson County and The United Way of Greater Nashville for office space at 217 South 10th Street, Nashville, Tennessee (Parcel No. 08313000300) (Proposal No. 2021M-030AG-001).

Conditions that apply to this approval: None.

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.

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 Sharon O’Conner at Sharon.oconner@nashville.gov or [615-862-7208](tel:615-862-7208).

Sincerely,

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

Robert Leeman, AICP
Deputy Director
Metro Planning Department

cc: Metro Clerk, Elizabeth Waites

Re: United Way Legislation
Planning Commission Mandatory Referral #2021M-030AG-001
Council District #06 – Brett Withers, Council Member

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**LEASE AGREEMENT BY AND BETWEEN
THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY AND
THE UNITED WAY of GREATER NASHVILLE**

1. Parties. This Lease Agreement is made and entered into on this the 1st day of _____, 2021, by and between The Metropolitan Government of Nashville and Davidson County (hereinafter referred to as the “Metropolitan Government”) and the United Way of Greater Nashville, (hereinafter referred to as “Lessee”).

2. Leased Premises. The Leased Premises is located at 217 S 10th Street, Nashville, TN 37206 with approximately 4,300 sq. feet of office space (hereinafter referred to as the “Premises”).

3. Lease. The Metropolitan Government hereby gives permission as hereinafter provided, to the Lessee and the Lessee’s licensees and invitees to enter the Premises in Nashville and Davidson County.

4. Use Of Leased Premises. The Lessee shall be permitted to use the Premises for the purposes of the normal execution of business. This shall include, but shall not be limited to, typical office, counseling, and meeting space.

5. Term. The term of this Lease (the "Lease Term") shall commence on the date this Lease is approved by all parties and filed with the Metropolitan Clerk (the "Commencement Date"), and will end five (5) years after the date of commencement, with either party having the right to terminate the lease upon one hundred eighty (180) days written notice. This Lease may be extended for one (1) consecutive five (5) year term upon the agreement of both parties. Each party must provide written notice of its desire to extend the Lease ninety (90) days prior to the expiration of the Lease. The Metropolitan Government’s exercise of an option to extend the term of this Lease shall be approved by the Director of Finance and the Director of Public Property Administration. This Lease shall not take effect until approved by the Metropolitan Council.

6. Rent. The Lessee agrees to pay to Metropolitan Government during the Lease Term, annual rent ("Fixed Monthly Rent") in the amount of \$6.47 per square foot, which amounts to \$2,318.41 per month. Fixed Monthly Rent shall be paid by the first day of each month.

7. Breach. Should either party fail or neglect to comply with any term or condition of this Lease Agreement, the non-breaching party shall be entitled to pursue any and all remedies available under Tennessee law.

8. Termination—Convenience. The Metropolitan Government may terminate this Lease Agreement, to be effective on the last day of any month, by delivering one hundred eighty (180) days advance written notice to Lessee.

9. Compliance with laws. Lessee agrees to comply with any applicable federal, state and local laws and regulations in the performance of this Lease Agreement.

10. Notices.

Notices to the Metropolitan Government shall be sent to:

The Metropolitan Government of Nashville and Davidson County
Director, Public Property Administration
P.O. Box 196300
Nashville, TN 37219

Notices to Lessee shall be sent to:

United Way of Greater Nashville in c/o the Nashville Financial Empowerment
Center
Attn: Tracey Dill
250 Venture Circle
Nashville, TN 37228

13. Modification of Lease Agreement. This Lease Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

14. Partnership/Joint Venture. Nothing herein shall 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 paragraph.

15. Taxes. To the extent permitted by Tennessee law, Lessee is responsible for paying all real estate taxes associated with the property.

16. Utilities. Lessee agrees to pay all charges made against the Premises for gas, heat, electricity, water, phone, cable internet, security alarm fees, pest control, and any other utilities requested by Lessee during the term of this Lease as the same becomes due.

17. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

18. Employment. Lessee 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.

19. Insurance. Lessee shall, prior to the beginning of the term of this Lease, provide proof of premises and occupation liability insurance for the protection of Metropolitan Government, its agents and employees in an amount not less than One Million Dollars (\$1,000,000). Lessee shall provide its certificates of insurance to this Lease in such manner as is acceptable to the Director of Risk Management. Lessee shall provide its certificates of insurance to this Lease upon each

renewal of said insurance during the term of this Lease. Metropolitan Government shall be named an additional insured on all policies. Lessee shall provide to Metropolitan Government such evidence of compliance with Metropolitan Government's insurance requirements as Metropolitan Government may from time to time request. Lessee shall provide, before or at the commencement of this Lease, all insurance as required. All such certificates shall be completed to show compliance with Lessee's obligations hereunder. Metropolitan Government may, at Metropolitan Government's sole discretion, require copies of the declaration page, insurance policy and endorsements.

If Lessee shall at any time fail to insure or keep insured as aforesaid, Metropolitan Government may do all things necessary to effect or maintain such insurance and all moneys expended by Metropolitan Government for that purpose shall be repayable by Lessee as additional compensation in the month the premium or premiums are paid by Metropolitan Government. If any insurance policies required hereunder cannot be obtained for any reason, Metropolitan Government may require Lessee to cease any and all operations until coverage is obtained. If such insurance coverage is not obtained within a reasonable period of time, to be determined solely by Metropolitan Government, Metropolitan Government may terminate this Lease.

Lessee shall be responsible for property insurance for all property belonging to the Lessee that shall be in use within Premises. The Metropolitan Government is a self-insured entity under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-201 et seq. The Metropolitan Government will provide self-insured liability coverage for any damage caused by the negligent acts or omissions of the employees or agents of the Metropolitan Government subject to the limitations and exclusions of the Tennessee Governmental Tort Liability Act.

20. Fire and Other Damage to Premises. Should structural or permanent portions of the Premises be partially damaged by fire or other casualty, Lessee shall give immediate notice thereof to Metropolitan Government and the same shall be repaired without unreasonable delay unless Metropolitan Government determines that the damage is so extensive that repair or rebuilding is not feasible. Such cost shall be the sole responsibility and will be made at the sole discretion of Metropolitan Government. Should the damage to the area be so extensive as to render it untenable, the compensation for such area shall cease, on a pro-rata basis, until such time it shall again be put in repair, but in the event of the area being damaged by fire or other casualty to such an extent as to render it necessary in the exclusive judgment of Metropolitan Government not to rebuild the same, then, at the option of Metropolitan Government or Lessee, and upon thirty (30) days written notice to the other of the damage, this Lease, as it applies to said area, shall be canceled and of no further force or effect. Metropolitan Government's obligations to rebuild or repair under this Section shall in any event be limited to restoring said area to substantially the condition that existed prior to the commencement of improvements by Lessee.

21. Contingent Fees. Lessee hereby represents that Lessee has not been retained or retained any persons to solicit or secure a Metropolitan Government 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 contract, 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 Metropolitan Government contracts.

22. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, 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 Metropolitan Government contracts.

23. Indemnification and Hold Harmless. Lessee shall indemnify and hold harmless the Metropolitan Government, its officers, agents and employees from any claims, damages, costs and attorney fees (a) for injuries or damages arising, in part or in whole, from the gross negligence or intentional acts or omissions of Lessee, its officers, employees, agents, licensees and invitees in connection with the performance of this Lease Agreement; and (b) arising from any failure of Lessee, its officers, employees, agents, licensees and invitees to observe applicable laws.

24. Waiver of Liability for Personal Property. Metropolitan Government assumes no responsibility for any damage or loss of Lessee's personal property. Lessee agrees to hold Metropolitan Government harmless from any damage or loss of Lessee's personal property located on the Premises.

25. Assignment--Consent Required. The provisions of this Lease Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Lease Agreement nor any of the rights and obligations hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Metropolitan Government. Any assignment or transfer shall not release Lessee from its obligations hereunder unless the Metropolitan Government consents to a transfer or assignment.

26. Metropolitan Government's Obligations for Maintenance. Metropolitan Government shall be responsible for any maintenance to the structure, foundations, mechanical, electrical, and life safety systems of the facility.

27. Lessee's Obligations for Maintenance. Lessee agrees to keep the Premises and Grounds in clean and sanitary condition free of trash, refuse and debris at all times during the Term and not cause damage to the Premises. If needed, Lessee is responsible for arranging and paying for

janitorial and landscape services. Lessee shall not permit any of its employees, agents, officers, or attendees to deface, destroy or remove any property of Metropolitan Government, whether real or personal, at or on the Premises. Lessee further agrees that on the date this Lease terminates, for any reason whatsoever, the Premises will be left in a clean and sanitary condition, which is in the same condition as Lessee received the Premises on the Commencement Date, excepting ordinary wear and tear. Lessee shall be responsible for all reasonable and necessary expenses to keep clean, repair or replace any property of Metropolitan Government, whether under its control or otherwise, due to defacement, destruction, damage, or loss occurring while in use by Lessee, normal wear and tear expected.

28. Mechanic's Liens. No work, services, materials or labor provided to Lessee in connection with its use and occupation of the Premises shall be deemed to be for the benefit of Metropolitan Government. If any lien shall at any time be filed against the Premises, by reason of Lessee's failure to pay for any work, services, materials or labor provided to Lessee, or alleged to have been so provided, Lessee shall immediately cause the same to be discharged of record. In the event Lessee fails to cause any such lien to be discharged of record within twenty (20) days after it receives notice thereof, Metropolitan Government may discharge the same by paying the amount claimed to be due, with the understanding that Metropolitan Government is under no obligation to do so. Should Metropolitan Government discharge any Lessee lien, Lessee agrees to immediately reimburse Metropolitan Government for such amount plus Metropolitan Government's reasonable costs and attorneys' fees.

29. Right of Entry. Metropolitan Government and its authorized representatives shall have the right to enter the Premises at all reasonable times during normal business hours for the purpose of examining or inspecting the Premises or showing the Premises to prospective tenants. Metropolitan Government and its authorized representatives, shall have the right to enter the Premises upon prior notice to Lessee at reasonable times for the purpose of (a) exercising any right, power or remedy reserved to Metropolitan Government in this Lease or (b) after not less than thirty (30) days prior written notice to Lessee to perform or to have performed any obligation of Lessee with respect to which Lessee is in default under this Lease. Metropolitan Government may, in the event of an emergency, enter the Premises without providing prior notice to Lessee.

30. 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.

31. Quiet Enjoyment. Metropolitan Government covenants that Metropolitan Government has good title to Premises and is under no disability that would impair Metropolitan Government's right to enter into this Lease. Lessee, upon the payment of the rent herein provided and upon performance of all terms and conditions hereof, shall quietly have and enjoy the Premises during the term hereof without hindrance by or disturbance from Metropolitan Government.

32. Surrender. Upon the expiration or termination of this Lease, Lessee shall peaceably deliver up and surrender the Premises to Metropolitan Government in the same condition as on the Commencement Date, reasonable wear and tear expected. Upon the expiration or termination of

this Lease, all permanent alterations, installations, changes, replacements, additions or improvements that have been made by Lessee to Premises and cannot be removed without material damage to the remainder of the Premises, shall be deemed a part of the Premises and the same shall not be removed.

33. Maintenance of Records. Lessee shall maintain documentation for all charges under this Lease against the Metropolitan Government. The books, records, and documents of Lessee insofar as they relate to work performed or money received under the Lease, must be maintained for period of three (3) full years from the date of final payment and will be subject to audit, at any responsible time and upon reasonable notice by the Metropolitan Government or its duly appointed representative. The records shall be maintained in accordance with generally accepted accounting principles.

34. Broker's Commission. There will be no brokerage commission payable since no broker is involved in the lease.

35. Governing Law. The validity, construction and effect of this Lease Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

36. Venue. Any action between the parties arising from this Lease Agreement shall be maintained in the courts of Davidson County, Tennessee.

37. Severability. Should any provision of this Lease 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 Lease Agreement.

38. Effective Date. This Lease Agreement shall not be binding upon the parties until it has been signed first by the Lessee and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk.

39. Entire Agreement. This Lease 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.

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

RECOMMENDED BY:

Trael Webb

Trael Webb, Director
Public Property Administration

LESSEE

**UNITED WAY OF
GREATER NASHVILLE**

Brian Hassett Brian Hassett
2021.09.28 17:49:15
-05'00'

Brian Hassett, President & CEO

RECOMMENDED BY:

Velvet Hunter
Velvet Hunter, Interim Director
Department of General Services

Sworn to and subscribed to before
me a Notary Public, this _____ day
of _____, 2021.

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kelly Flannery/mjw
Kelly Flannery, Director
Department of Finance

NOTARY PUBLIC

My Commission expires: _____

APPROVED AS TO FORM AND
LEGALITY:

Macy Almos
Assistant Metropolitan Attorney

ATTEST:
FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Date: _____


Certificate Of Completion

Envelope Id: B6FE4CA286F34961AED2CBB4BFDCE3D1	Status: Completed
Subject: Please DocuSign: Legislative Tracking Form - United Way (N0432996xD719A).pdf, United Way Legisl...	
Source Envelope:	
Document Pages: 13	Signatures: 9
Certificate Pages: 15	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Flake Hudson
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Flake.Hudson@nashville.gov
	IP Address: 69.247.157.79


Record Tracking

Status: Original 10/20/2021 5:06:03 PM	Holder: Flake Hudson Flake.Hudson@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign


Signer Events

Signer Events	Signature	Timestamp
Trael Webb trael.webb@nashville.gov Real Property Manager Metro Finance Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.212.167.170 Signed using mobile	Sent: 10/20/2021 6:03:14 PM Viewed: 10/20/2021 7:10:45 PM Signed: 10/20/2021 7:11:20 PM


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Rachel Jones Rachel.Jones@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/20/2021 7:11:26 PM Viewed: 10/21/2021 8:17:00 AM Signed: 10/21/2021 8:19:05 AM
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ID: 0d55668d-6859-4a64-be11-a09e3625a9b9

Tom Eddlemon tom.eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/21/2021 8:19:10 AM Viewed: 10/21/2021 8:54:49 AM Signed: 10/21/2021 8:56:56 AM
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Electronic Record and Signature Disclosure:
Accepted: 10/21/2021 8:54:49 AM
ID: 688b76ff-740c-476c-853d-50777e14ac88

Velvet Hunter Velvet.Hunter@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 73.238.9.16 Signed using mobile	Sent: 10/21/2021 8:57:01 AM Viewed: 10/21/2021 9:38:07 AM Signed: 10/21/2021 9:38:41 AM
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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Kelly Flannery/mjw
MaryJo.Wiggins@nashville.gov
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

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Macy Amos
macy.amos@nashville.gov
Security Level: Email, Account Authentication (None)

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Viewed: 10/22/2021 8:09:19 AM
Signed: 10/22/2021 8:09:34 AM

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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/22/2021 8:09:40 AM
Viewed: 10/22/2021 8:37:35 AM

Electronic Record and Signature Disclosure:

Accepted: 10/22/2021 8:10:27 AM
ID: 92995731-f718-4efc-8d6c-1cfe5c11373f

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/20/2021 6:03:14 PM
Certified Delivered	Security Checked	10/22/2021 8:09:19 AM
Signing Complete	Security Checked	10/22/2021 8:09:34 AM
Completed	Security Checked	10/22/2021 8:09:40 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure