

Ordinance No. _____

An ordinance approving a lease agreement between the Metropolitan Government of Nashville and Davidson County and City Road Chapel United Methodist Church for office space at 701 Gallatin Road S., Madison, Tennessee 37115 (Proposal No. 2020M-005AG-001).

WHEREAS, City Road Chapel United Methodist Church owns certain real property located at 701 Gallatin Road S., Madison, Tennessee 37115; and,

WHEREAS, The Metropolitan Government of Nashville and Davidson County has determined that this property is needed to provide office space for the Department of Social Services; and,

WHEREAS, The Metropolitan Government of Nashville and Davidson County and City Road Chapel United Methodist Church have negotiated the lease agreement attached hereto and incorporated herein as Exhibit 1; and,

WHEREAS, this ordinance has been mandatorily referred to the Planning Commission pursuant to Section 11.505 of the Metropolitan Charter and has been assigned Proposal No. 2020M-005AG-001, which has been administratively reviewed and recommended for approval; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this agreement be approved.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Lease Agreement between The Metropolitan Government of Nashville and Davidson County and City Road Chapel United Methodist Church attached hereto as Exhibit 1, is hereby approved and the Director of Public Property Administration, or his designee, is hereby authorized to execute the same.

Section 2. That any amendment to this lease agreement shall be approved by resolution of the Metropolitan Council receiving at least twenty-one (21) affirmative votes.

Section 3. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:


Sean McGuire, Director
Public Property Administration

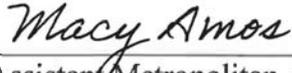
INTRODUCED BY:

APPROVED AS TO AVAILABILITY
OF FUNDS:


Kevin Crumbo, Director
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:


Assistant Metropolitan Attorney

LEASE AGREEMENT

This Lease Agreement (“Lease”) is entered into on this the _____ day of _____, 2020, by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, acting by and through Metropolitan Social Services/Metropolitan Homelessness Commission (“Metro”), and **CITY ROAD CHAPEL UNITED METHODIST CHURCH** (“Lessor”).

WITNESSETH:

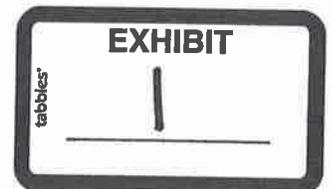
WHEREAS, this agreement stipulates the terms of use by Metro of facilities operated by the Lessor, located at 701 Gallatin Road S. Madison, TN 37115 (Parcel No. 05104010300) for the purpose of coordinating and implementing strategies to end homelessness in Davidson County. Metro will lease Suites 302, 303 and 304 of the Lessor’s Community Resource Center.

NOW, THEREFORE, for the mutual promises and other considerations, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. PURPOSE.

- a. Lessor hereby agrees to lease to Metro and Metro agrees to lease from Lessor 2,460 rentable square feet in the building consisting of the following components: (a) 2,103 rentable square feet on the 3rd floor of the Lessor’s Community Resource Center and (b) 357 square feet of storage space.
- b. Metro will be responsible for furnishing the spaces, as well as providing any phone and internet connections and service for its operations. Lessor will provide heating, air conditioning, and electricity to the space. Metro staff and visitors will have access to the public restrooms located on the 3rd floor of the building.
- c. Access to the space shall be limited to the entrance located on Neely’s Bend Road. Lessor will provide Metro exterior building keys and individual office keys.
- d. Metro acknowledges the presence of the Lessor’s Child Development Center (CDC) and agrees to restrict access to its clients and visitors to the CDC’s spaces. Metro agrees to abide by the Lessor’s Safe Sanctuaries policies regarding the care and supervision of children on the Leased Premises. The Safe Sanctuaries policies are attached hereto and incorporated herein as Exhibit 1.

- 2. TERM.** The term of this Lease (the “Term”) shall commence once it is approved by the Metropolitan Council and signed by the Metropolitan Clerk. This Lease shall terminate twenty-four (24) months after it is approved, unless terminated earlier pursuant to the terms herein.



3. **RENTAL FEES.** Metro shall pay Lessor on or before the first day of each month during the Term, without demand, one thousand dollars (\$1,000.00). Interest at the rate of one percent per month shall accrue on any Rent not paid by the tenth (10th) day after such rent is due.
4. **DELIVERY OF POSSESSION.** Except as set forth herein, Metro accepts the Leased Premises in its AS-IS, WHERE-IS CONDITION.
5. **USE.** Metro will use the Leased Premises solely for the purpose of office space. Metro shall use the Leased Premises for no other purpose without the prior written consent of Lessor.
6. **UTILITIES/SERVICES.** Lessor shall provide the following utilities and services to Metro:
 - a. Air conditioning and heating in seasons will be provided by Lessor.
 - b. Standard building janitor service in and about the building and the Leased Premises. Metro shall pay the additional costs attributable to the cleaning of improvements with the Leased Premises other than building standard improvements.
 - c. Proper building standard facilities to furnish sufficient electrical power for standard lighting and machines of low electrical consumption, including laptop and desktop computers cell phones, video projectors, and coffee makers.
 - d. Replacement of fluorescent lamps in building standard ceiling mounted fixtures installed by Lessor.
7. **REPAIRS AND MAINTENANCE.**
 - a. Metro shall pay the cost of repair and replacement due to damage or injury done to the building and/or the Leased Premises by Metro or Metro's agents, employees, contractors, licensees or invitees, except those damages caused by fire or other casualty covered by insurance on the building under policies naming Lessor as the insured. Upon termination of this lease, Metro will surrender and deliver up the Leased Premises to Lessor in the same condition in which they exited at the commencement of the lease, excepting only ordinary wear and tear and damage arising from any cause required hereunder to be repaired at Lessor's expense.
 - b. Metro acknowledges that it has inspected the Leased Premises and Metro's taking possession of the Lease Premises shall be conclusive evidence that the Leased Premises were in good order and satisfactory condition when Metro took possession. No promise of the Lessor to alter, remodel, or improve the Leased

Premises have been made by Lessor to Metro, other than as may be contained herein or in the Leasehold Improvements Agreement.

8. INSPECTION. With reasonable prior notice to Metro, Lessor shall have the right of access at reasonable times for examining the Leased Premises and for making repairs.

9. ALTERATIONS.

- a. Metro will make no alteration, change, improvement, repair, replacement, or additions to the Leased Premises without the prior written, consent of Lessor, which consent shall not be unreasonably withheld. If Lessor grants such prior written consent, the work in such connection shall be at Metro's expense.
- b. Metro may remove its trade fixtures, office supplies, and moveable office furniture and equipment not attached to the building provided: (1) such removal is made prior to the termination of the term; and (2) Metro promptly repairs all damage caused by such removal.

10. SURRENDER OF POSSESSION. Upon the termination of this Lease, Metro shall surrender the Leased Premises to Lessor in as good condition as at the beginning of the Term of this Lease, loss by fire, or other casualty, ordinary wear, alterations, and repairs chargeable to Lessor excepted.

11. DESTRUCTION OF PREMISES. In the event that twenty-five percent (25%) or less of the Leased Premises are rendered untenable by fire or other casualty during the Term, Lessor may, at its option, either a) terminate this Lease or, b) elect to make the repair, in which time there shall be a deduction of the rental equivalent to the percent of space lost due to destruction and repair work. In the event that more than twenty-five percent (25%) of the Leased Premises are rendered untenable by fire or other casualty, Metro may, at its option either a) terminate this Lease, or b) remain on the Leased Premises and Lessor shall repair the Leased Premises within ninety (90) days during which time there shall be a deduction of the rental equivalent to the percent of space lost due to the destruction and repair work. Lessor's obligation to repair any destruction will be in effect only if more than twelve (12) months remain before Lease expiration.

12. TERMINATION.

- a. Termination for Lack of Funding. Should funding for this Lease be discontinued, then Metro shall have the right to terminate the Lease upon thirty (30) days written notice to Lessor.
- b. Termination for Convenience. Metro may terminate this Lease Agreement, to be effective on the last day of any month, by delivering sixty (60) days advance written notice to Lessor.

13. LESSOR'S DEFAULT. In the event of any breach of this Lease by Lessor, Metro will give Lessor written notice specifying such breach with particularity, and Lessor shall have thirty (30) days after its receipt of such notice to commence to cure such default; and Lessor shall not be in default hereunder as long as Lessor commences such cure within such thirty (30) day period and diligently pursues such cure thereafter. Unless and until Lessor fails to so cure any breach within the requisite cure period after receipt of written notice from Metro, Metro shall not have any remedy or cause of action by reason thereof. All obligations of Lessor hereunder will be construed as covenants, not conditions. In the event of an uncured event of default by Lessor, Metro shall be entitled to pursue any and all remedies available under Tennessee law.

14. COMPLIANCE WITH LAWS. Lessor and Metro agree to comply with any applicable federal, state, and local laws and regulations, including fire, building, and other codes applicable to the Leased Premises and the building.

15. PRESERVATION OF REMEDIES. Exercise of any option to obtain repairs or services or to terminate for breach shall not relieve Lessor of any liability to Metro for damages sustained by virtue of Lessor's breach.

16. NOTICES. Any notice or request which may or shall be given under the terms of this Lease shall be in writing and shall be delivered by hand or overnight delivery by a recognized national carrier to the management office (for Lessor) or the Leased Premises (for Metro), addressed to the parties hereto. Notice shall be deemed given when delivered. Such addresses may be changed from time to time by either party giving notice as provided above. As of the effective date, the addresses for the parties are as follows:

Notices to Metro shall be sent to the Leased Premises with a copy to:

Metropolitan Homelessness Commission

Attn: Judith Tackett
800 2nd Ave North, Suite 100
Nashville, TN 37201

Notices to Lessor shall be sent to:

City Road Chapel UMC
Jay Voorhees, Sr. Pastor
701 Gallatin Road S.
Madison, TN 37115

- 17. TAXES.** Lessor is responsible for paying all real estate taxes associated with the Leased Premises.
- 18. MAINTENANCE OF RECORDS.** Lessor shall maintain documentation for all charges under this Lease against Metro. The books, records, and documents of Lessor insofar as they relate to work performed for 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 Metro or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
- 19. MODIFICATION OF LEASE AGREEMENT.** This Lease may be modified only by written amendment executed by all parties hereto.
- 20. 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.
- 21. WAIVER.** No waiver of any provision of this Lease 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.
- 22. EMPLOYMENT.** Lessor affirms that it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his race, creed, color, national origin, age, sex, handicap condition, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 23. CONTINGENT FEES.** Lessor hereby represents that Lessor 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.

- 24. 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 rendering of advice, investigation, auditing, or in any other advisory capacity in 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 therefore. 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 under a person associated therewith, as an inducement for the award of a subcontract or order.
- 25. INDEMNIFICATION AND HOLD HARMLESS.** Lessor shall indemnify and hold harmless the Metropolitan Government, its officers, agents and employees from: (a) 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 Lessor, its officers, employees, agents, licensees and invitees in connection with the performance of this Lease Agreement; and (b) Any claims, damages, penalties, costs and attorney fees arising from any failure of Lessor, its officers, employees, agents, licensees and invitees to observe applicable laws.
- 26. ASSIGNMENT AND SUBLEASE-CONSENT REQUIRED.** The provisions of this Lease shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Lease nor any of the rights and obligations of Metro hereunder shall be assigned or transferred in whole or in part by Metro, without the prior written consent of Lessor. Metro may not sublease all or any portion of the Leased Premises without the prior consent of Lessor. Any such assignment, transfer, or sublease shall not release either party from its obligations hereunder.
- 27. ENTIRE LEASE AGREEMENT.** This Lease 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.
- 28. 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, work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of government, act of public enemy, or other cause of similar nature beyond its control.

- 29. QUIET ENJOYMENT.** Lessor covenants that Lessor has good title to Premises, and is under no disability that would impair Lessor's right to enter into this Lease. Metropolitan Government, upon the payment of the rent herein provided and upon performance of all terms and conditions hereof, shall quietly have and enjoy the Leased Premises during the term hereof without hindrance by or disturbance from Lessor or anyone claiming by or through Lessor.
- 30. GOVERNING LAW.** The validity construction and effect of this Lease and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
- 31. VENUE.** Any action between the parties arising from this Lease Agreement shall be maintained in the courts of Davidson County, Tennessee.
- 32. SEVERABILITY.** Should any provision of this Lease 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.
- 33. ESTOPPEL CERTIFICATE.** At any time and from time to time, Metro, on or before the date specified in a request therefor made by Lessor, which date shall not be earlier than fifteen (15) days from the making of such request, shall execute, acknowledge, and deliver to Lessor a certificate evidencing whether or not (i) this Lease is in full force and effect, (ii) this Lease has been amended in any way, (iii) there are any existing defaults on the part of Lessor hereunder to the knowledge of Metro and specifying the nature of such defaults, if any, and (iv) the date to which rent, and other amounts due hereunder, if any, have been paid. If Metro does not execute, acknowledge, and deliver to Lessor any such certificate within fifteen (15) days after Metro's receipt of same from Lessor, then Metro will be deemed for all purposes under this Lease to have executed, acknowledged and delivered such certificate to lessor in the form submitted by Lessor and to have acknowledged and agreed to the terms of such certificate in the form submitted by Lessor, effective as of the last day of such fifteen (15) day period. Each certificate delivered or deemed delivered pursuant to this section may be relied on by lessor or any prospective purchaser or transferee of Lessor's interest hereunder or of any part of Lessor's property or by any mortgage of Lessor's interest hereunder or of any part of Lessor's property or by an assignee of any such mortgage.
- 34. PARKING.** Lessor shall provide Metro the use of parking spaces located by the building to be occupied by any such staff person during normal business hours.
- 35. METRO'S INSURANCE.** The Metropolitan Government shall be responsible for property insurance for all property belonging to the Metropolitan Government that shall be in use within Premises. The Metropolitan Government shall not be responsible for providing property insurance for any property that does not belong to the Metropolitan Government. 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.

36. COMMON AREA. The “Common Area” of the building as it shall exist from time to time shall be that part of the building designated by Lessor from time to time for the common use of tenants, including among other facilities, halls, lobbies, delivery passages, drinking fountains, public toilets, reception area(s), conference room(s), and the like, all of which shall be subject to Lessor’s sole management and control and shall be operated and maintained in such a manner as Lessor in its discretion shall determine. Lessor reserves the right to change from time to time the dimensions and location of the Common Area. Metro, and its employees and invitees, shall have the nonexclusive right to use the Common Area as constituted from time to time, such use to be in common with Lessor, other tenants of the building, and other persons entitled to use the same, and subject to such reasonable rules and regulations governing use as Lessor may from time to time prescribe. Metro shall not solicit business or display merchandise within the Common Area, distribute handbills therein or take any action which would interfere with the rights of other persons to use the Common Area. Lessor may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations.

37. EFFECTIVE DATE. This Lease Agreement shall not be binding upon the parties until it has been signed first by the Lessor and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk.

[Remainder of this Page Intentionally left blank.]

[Signature Page follows.]

IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures below with the intent to make this Lease effective as of the date first written above.

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

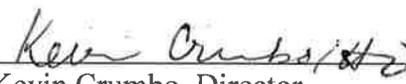


Sean McGuire, Director
Public Property Administration



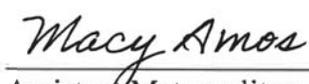
Renee Pratt, Executive Director
Metro Social Services

APPROVED AS TO AVAILABILITY OF FUNDS:



Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

APPROVED AS TO INSURANCE:



Director of Risk Management Services

LESSOR:



CITY ROAD CHAPEL UNITED METHODIST CHURCH

ATTEST:
FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Date: _____

