



CONTRACT

(state revenue contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date March 15, 2021	End Date December 31, 2025	Agency Tracking # 34901-01317-010	Edison ID 68526
Procuring Party Legal Entity Name Davidson County Sheriff's Office			Procuring Party Registration ID 000003164
Service Caption Commercial Driver License (CDL) Third Party Testing Program			
Agency Contact & Telephone #		CPO USE – GU-RV	
<u>For Program Services:</u>			
<p>Timothy Gregory, Director, CDL Unit Department of Safety and Homeland Security 1150 Foster Avenue Nashville, TN 37243 Timothy.D.Gregory@tn.gov Telephone: 615-251-5169 Fax: 615-532-5338</p>			
<u>TDOSHS Contracts Lawyer:</u>			
<p>Sandra Braber-Grove, Associate Counsel Department of Safety and Homeland Security Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Sandra.Braber-Grove@tn.gov Telephone: 615-251-6301</p>			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
DAVIDSON COUNTY SHERIFF'S OFFICE**

This Contract, by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the 'State' and Davidson County Sheriff's Office, hereinafter referred to as the "Procuring Party," is for the provision of the Commercial Driver License (CDL) Third Party Testing Program, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

- A.1. This Revenue Contract governs the relationship between the Procuring Party and the State regarding the provision and administration of authorized Commercial Driver License (CDL) Third Party Testing (skills tests) as needed for the issuance of a commercial driver license (CDL), not a Class D driver license.
- A.2. The Procuring Party shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines specified by this Contract.
- A.3. The Procuring Party shall provide authorized Commercial Driver License (CDL) Third Party Testing services as prescribed by federal and state laws, rules, regulations, policies and procedures. Testing shall be administered by a State Certified CDL Third Party Examiner.
- A.4. The Procuring Party agrees to the following requirements and terms of the CDL Third Party Testing Program:
- a. CDL Third Party Examiner Requirements.
- (1) Each CDL Third Party Examiner candidate must provide a ten (10)-year driving record history, which can be used to deny acceptance into the third party training class and certification as a CDL Third Party Examiner for unacceptable driving records;
 - (2) Each CDL Third Party Examiner utilized by the Procuring Party must meet all State of Tennessee requirements for a CDL license, including meeting residency and domicile requirements;
 - (3) Each CDL Third Party Examiner must have in his or her possession a valid Federal Department of Transportation (DOT) medical card in compliance with Federal Safety Regulations 49 C.F.R. §§ 391.41 and 391.43;
 - (4) Each CDL Third Party Examiner must have attended a two (2) week [ten (10) business day; two consecutive Monday through Friday periods] CDL Third Party Training Course taught by the State and have successfully passed all required tests and screening **before** administering CDL skills tests;
 - (5) Once an individual has been certified as a CDL Third Party Examiner, he or she must attend a two (2)-day refresher CDL Third Party Training Course taught by the State every two (2) years to maintain certification; and
 - (6) Each CDL Third Party Examiner must only perform testing in the CDL class and/or the Commercial Motor Vehicle (CMV) equal to or below his or her own, including any endorsements.

b. Testing Requirements and Cost.

- (1) The Procuring Party and each of its CDL Third Party Examiners must only perform skills testing for the class of CDL and/or CMV that it has been pre-approved by the State to administer;
- (2) Testing must conform to the standards and policies outlined by the Federal Motor Carrier Safety Administration (FMCSA) for third party testing (49 C.F.R. §383.75) and those of the State (1340-1-13);
- (3) Testing must be conducted on a regulation pad approved by the State and on a skills driving route pre-approved by the State;
- (4) Testing is a three (3)-part exercise that must include the following categories, conducted consecutively, on the same day, by the same CDL Third Party Examiner:
 - i. Pre-Trip Inspection;
 - ii. Basic Skills; and
 - iii. Road Skills;
- (5) Each CDL Third Party Examiner must simulate administering tests to State employees acting as applicants as a measure of the CDL Third Party Examiner's skills and abilities as required by the State; and
- (6) The Procuring Party agrees to charge third party CDL applicants no more than Seventy-Five Dollars (\$75.00) for the administration of the skills tests. [See Tennessee Rules 1340-1-13-.22]

c. If Training Courses Are Offered By The Procuring Party.

- (1) The Procuring Party offering training courses prior to the administration of the CDL skills tests will submit the curriculum, course length, and suggested course cost per applicant to the State's CDL Administrator for review and approval; and
- (2) The Procuring Party offering training courses prior to the administration of the CDL skills tests will maintain a daily attendance roster with student name, date of birth, and driver license number, and the instructor name and certification number. This documentation must be made available to the State upon request of the State.

d. Audits and Conditions for Revocation or Suspension of Certification.

- (1) The Procuring Party acknowledges that both overt and covert audits and investigations will be conducted randomly, without notice, when the Procuring Party and/or any of its CDL Third Party Examiners come under suspicion of failing to follow state rules and policy or when the FMCSA deems it necessary according to 49 C.F.R. §383.75. At least one (1) audit of the Procuring Party will be conducted every two (2) years;
- (2) The Procuring Party acknowledges that a random sample of drivers tested by the Procuring Party and/or any of its CDL Third Party Examiners will be subjected to a State test to determine their ability to operate a vehicle safely and according to State rules and policy. All applicants tested will sign an Awareness Form;
- (3) The Procuring Party must monitor and routinely audit its CDL Third Party Examiners to ensure compliance with all state and federal laws; and

- (4) The Certification of a CDL Third Party Examiner may be suspended or revoked if the CDL Third Party Examiner is found, in either overt or covert audits, to be violating the requirements and terms of the CDL Third Party Testing Program and this Contract. Further, if the Procuring Party is found liable, this Contract may be terminated in accordance with Section D.4.

e. Records and Reports.

- (1) The Procuring Party is responsible for the maintenance and security of accounting records for controlled State documents, test or student files, and any other State sensitive information;
- (2) The Procuring Party must have the ability to interact with the State by electronic mail (e-mail) and submit requests for testing and monthly reports electronically;
- (3) All test requests and activity must be submitted electronically through the Commercial Skills Testing Information Management System (CSTIMS); and
- (4) If provided, Procuring Party shall utilize the equipment supplied by the State for reporting the results of tests administered by the Procuring Party pursuant to this Contract.

f. Equipment, Hardware, Software, and Maintenance.

- (1) If the State provides equipment to the Procuring Party, the Procuring Party agrees to maintain the equipment in working condition and shall notify the State of any needed maintenance. The Procuring Party shall pay any applicable maintenance costs beginning in the third (3rd) year of the first contract and throughout any subsequent contract;
- (2) Use of the State-issued equipment is subject to audit pursuant to Section A.3.d.;
- (3) The Procuring Party is responsible for replacement of damaged, unrepairable hardware;
- (4) The Procuring Party is responsible for purchasing additional State-approved test tablets and hardware after initial issuance;
- (5) If State inventory has been depleted, the Procuring Party is responsible for purchasing its own electronic skills test tablets as follows:
- i. The Procuring Party-owned skills test tablets must be of the same manufacturer, the same model, and have met the same capabilities as State-owned tablets; and
 - ii. All Procuring Party-owned test tablets and hardware must be approved by the State **before** usage;
- (6) The Procuring Party shall return any equipment provided by the State at the end of the Contract term specified in Section B., or at the end of the Contract as specified in Sections D.3. or D.4, whichever is earlier;
- (7) If the Procuring Party fails to return the State-issued equipment to the State, the State may assess the following charges:
- i. Failure to return a State-issued tablet will result in a charge of \$515.00;
 - ii. Failure to return a State-issued Protective Case will result in a charge of \$39.99;

- iii. Failure to return a State-issued wall charger will result in a charge of \$19.99;
 - iv. Failure to return a State-issued Stylus Pen will result in a charge of \$10.99;
 - v. Failure to return a State-issued charging cord will result in a charge of \$9.99; and
- (8) The Procuring Party shall update the software used to administer and report the tests as required. The Procuring Party shall pay any applicable licensing fees or update fees beginning in the third (3rd) year of the first contract and throughout any subsequent contract.
- A.5. In addition to meeting the requirements and terms of the CDL Third Party Testing Program and this Contract, the Procuring Party, after being certified by the State, shall provide:
- a. Applications of candidates, in the Procuring Party's employ, for consideration of becoming CDL Third Party Examiners to the State with an annual program administration fee, for each of the Procuring Party's facilities, which covers the cost of the CDL Third Party Training Course administered by the State [the course that is a two (2) week (ten (10) business day; two (2) consecutive Monday through Friday periods) and the two (2)-day refresher course, as applicable], biannual audit costs, and the CDL Third Party certificates distributed by the State to each CDL Third Party Examiner who completed the training and successfully passed all required tests and screening.
 - b. A satisfactory facility and a vehicle for the corresponding skills testing to be performed by the Procuring Party.
 - c. State-certified CDL Third Party Examiners to administer only the Commercial Driver License skills test.
 - d. A copy of the current CDL Drivers Handbook to individuals applying to be tested.
 - e. An Awareness Form that, for each person who passes the skills test, shows the individual is qualified to drive on state and federal highways safely in representative commercial motor vehicles. The Awareness Form can be signed electronically on a tablet or printed off as a paper version that is signed and given to the person. The person who passed the CDL skills test then takes his or her signed Awareness Form to a Driver Services Center to get his or her Commercial Driver License (CDL). At the Driver Services Center, a Driver License Examiner will check the scores that are submitted electronically into the State's Automated License Issuance System for Tennessee ("A-LIST") before issuing the CDL.
 - f. Time for each CDL Third Party Examiner in its employ to attend mandatory training required by the State.
 - g. Adequate liability coverage to conduct CDL Third Party Testing. For a non-governmental Procuring Party, adequate insurance requirements are as follows and Proof of Liability coverage must be submitted to the State:
 - i. Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; and
 - ii. At any time the State may require the Procuring Party to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company and

Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

- A.6. The State shall ensure that the CDL Third Party Testing Program is conducted in accordance with federal and state laws, rules, regulations, policies and procedures. To that end, the State's obligations include the following:
- a. Providing the Procuring Party with copies of the State rules (1340-1-13), informational manuals for customers, policies to be followed, and web links to federal and state laws.
 - b. Providing the Procuring Party with updates on policies, law changes, and rule changes.
 - c. Performing biannual audits, either overt or covert, and random testing of CDL Third Party Examiners by the State and/or FMCSA representatives.
 - d. Conducting a CDL Third Party Examiner course that is a two (2) week [ten (10) business day; two (2) consecutive Monday through Friday periods] and a two (2)-day refresher course as needed to certify and re-certify each CDL Third Party Examiner.
 - e. Providing a Certificate of Achievement, or other similar certificate, to each CDL Third Party Examiner who has successfully completed testing in a representative vehicle and has met all other requirements to be certified as a CDL Third Party Examiner.
 - f. Pre-approving the CDL class and/or CMV type for which the Procuring Party is allowed to administer skills testing.
 - g. Providing the Procuring Party with instructions and examples of proper formats for submitting electronic requests for testing, attendance rosters, and monthly reports to the State.
 - h. Pre-approving the Procuring Party's road course and route requirements to ensure compliance with the American Association of Motor Vehicle Administrator's (AAMVA's) most current CDL Examiners Manual.
 - i. Determining the number of tests allowed each week per CDL Third Party Examiner, and approving the weekly schedule of testing at the Procuring Party by each CDL Third Party Examiner, seven (7) calendar days in advance of the actual testing.
 - j. Performing random testing of drivers tested by the Procuring Party and/or any of its CDL Third Party Examiners to determine their ability to operate a vehicle safely and according to State rules and policy, and obtain a signed awareness form from the drivers who were tested.
 - k. Providing technical assistance and additional training as required.
 - l. When available, provide equipment for the Procuring Party to record and transmit the results of tests to the State.
 - m. For the first two (2) years of the first contract, provide all updates to software on any provided State-owned equipment at no cost to the Procuring Party. As noted in Section A.3.f.(8), the Procuring Party is responsible for this beginning in the third (3rd) year of the first contract and throughout any subsequent contract.
 - n. For the first two (2) years of the first contract, provide any maintenance on provided State-owned equipment as may be needed. As noted in Section A.3.f.(1), the Procuring Party is responsible for this beginning in the third (3rd) year of the first contract and throughout any subsequent contract.

B. TERM OF CONTRACT:

This Contract shall be effective on March 15, 2021 ("Effective Date") and extend for a period of Fifty-seven (57) months and seventeen (17) days after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Procuring Party prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

The Procuring Party shall annually submit a Two Hundred Fifty Dollars (\$250.00) program administration fee, for each of the Procuring Party's facilities, which covers the cost of the CDL Third Party Training Course administered by the State [the course that is a two (2) week (ten (10) business day; two (2) consecutive Monday through Friday periods) and the two (2)-day refresher course, as applicable], biannual audit costs, distribution and printing of the skills test score sheets as needed, and the CDL Third Party certificates distributed by the State to each CDL Third Party Examiner who completed the training and successfully passed all required tests and screening. The State must be in receipt of this fee annually, no later than December 1st of each year, and failure to do so may result in cancellation of this Contract. All administration fees will be received by the State's CDL Administrator at:

Tennessee Department of Safety and Homeland Security
Cashier's Office
1150 Foster Avenue
Nashville, TN 37243

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.

- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by Section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-408.

- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.18. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Timothy Gregory, Director CDL Unit
 Department of Safety and Homeland Security
 1150 Foster Avenue
 Nashville, TN 37243
 Email Address: Timothy.D.Gregory@tn.gov
 Telephone #: 615-251-5169
 FAX #: 615-532-5338

The Procuring Party:

John Hudson, Chief Administrator
 Davidson County Sheriff's Office
 506 2nd Avenue North, Nashville, TN 37201
 Email Address: jhudson@dco.nashville.org
 Telephone # 615-862-8170

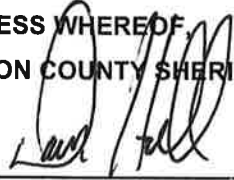
All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. State Furnished Property. The Procuring Party shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Procuring Party's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Procuring Party shall be responsible to the State for the residual value of the property at the time of loss.
- E.4. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the

cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

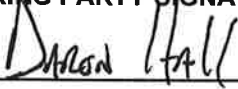
IN WITNESS WHEREOF,
DAVIDSON COUNTY SHERIFF'S OFFICE:



2-26-21

PROCURING PARTY SIGNATURE

DATE



PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)


DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

RECOMMENDED BY:




Daron Hall
Sheriff

2-25-21

Date

APPROVED AS TO AVAILABILITY OF FUNDS:



Kevin Crumbo
Director of Finance

Date

APPROVED AS TO INSURANCE
REQUIREMENTS:



Director of Insurance
Metropolitan Government

March 2, 2021

Date

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

March 2, 2021

Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date