

**CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH AND
NURTURE THE NEXT**

This Agreement is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH**, a metropolitan government of the State of Tennessee (hereinafter referred to as "MPHD") and **NURTURE THE NEXT** (hereinafter referred to as "Agency").

1. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1.1. Duties and Responsibilities

MPHD will hire a Program Coordinator on a full-time basis for the collective impact initiative, ACE Nashville, and Agency will provide funding for that position, up to the contract value stated in term 3.1 below.

2. CONTRACT TERM

2.1. Contract Term

The term of this contract will be twelve (12) months, commencing on December 10, 2022, and ending December 9, 2023.

3. COMPENSATION

3.1. Contract Value

This contract has an estimated value of One hundred two thousand eight hundred nine dollars, (\$102,809.00). MPHD will invoice no more often than monthly, with all necessary supporting documentation.

3.2. Other Fees

There will be no other charges or fees for the performance of this contract.

3.3. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4. TERMINATION

4.1. Breach

Should Agency fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, MPHD shall have the right to immediately terminate the contract. Such termination shall not relieve Agency of any liability to MPHD for damages sustained by virtue of any breach by Agency.

4.2. Lack of Funding

Should funding for this contract be discontinued, MPHD shall have the right to terminate the contract immediately upon written notice to Agency.

4.3. Notice

MPHD may terminate this contract at any time upon thirty (30) days written notice to Agency. Should MPHD terminate this contract, the Agency, within thirty (30) days, shall reimburse MPHD the amount due for satisfactory work.

5. NONDISCRIMINATION

5.1. Metro's Nondiscrimination Policy

It is the policy of the MPHD not to discriminate on the basis of age, race, sex, color, national origin, sexual orientation, gender identity, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6. INSURANCE

6.1. Proof of Insurance

During the term of this contract, for any and all awards, Agency shall, at its sole expense, obtain and maintain in full force and effect for the duration of this contract, including any extension, the types and amounts of insurance identified below. Proof of insurance shall be required naming MPHD as additional insured.

6.2. General Liability Insurance

Agency shall provide General Liability Insurance in the amount of one million dollars (\$1,000,000.00).

6.3. Other Insurance Requirements

Prior to commencement of services, Agency shall furnish MPHD with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except

on 30 days' prior written notice to:

**DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300**

In addition to the provisions above, Agency shall:

Provide certified copies of endorsements and policies if requested by MPHD in lieu of or in addition to certificates of insurance.

Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-.

Any deductibles and/or self-insured retentions greater than ten thousand dollars (\$10,000.00) must be disclosed to and approved by MPHD prior to the commencement of services.

7. GENERAL TERMS AND CONDITIONS

7.1. Taxes

MPHD shall not be responsible for any taxes that are imposed on Agency. Furthermore, Agency understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MPHD.

7.2. Modification of Contract

This contract may be modified only by written amendment executed by all parties and their signatories hereto.

7.3. Partnership/Joint Venture

This contract shall not 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 contract.

7.4. Waiver

No waiver of any provision of this contract shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.

7.5. Compliance with Laws

Agency agrees to comply with all applicable federal, state and local laws and regulations.

7.6. Taxes and Licensure

Agency shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

7.7. Ethical Standards

Agency hereby represents that Agency has not been retained or retained any persons to solicit or secure a MPHD 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 MPHD contracts.

7.8. Indemnification and Hold Harmless

- A. Agency shall indemnify and hold harmless Metro, its officers, agents and employees from:
 - i. 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 Agency, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract; and,
 - ii. Any claims, damages, penalties, costs and attorney fees arising from any failure of Agency, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- B. In any and all claims against Metro, its officers, agents, or employees, by any employee of the Agency, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Agency or any subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

- C. Metro will not indemnify, defend or hold harmless in any fashion the Agency from any claims arising from any failure, regardless of any language in any attachment or other document that the Agency may provide.

- D. Agency shall pay Metro any expenses incurred as a result of Agency's failure to fulfill any obligation in a professional and timely manner under this contract.

7.9. Attorney Fees.

Agency agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event Metro prevails in such action, Agency shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for Metro.

7.10. Assignment--Consent Required

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto, provided that neither this contract nor any of the rights and obligations of Agency hereunder shall be assigned or transferred in whole or in part without the prior written consent of MPHD.

7.11. Entire Contract

This contract 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.

7.12. 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.

7.13. Governing Law

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Agency may provide.

7.14. Venue

Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

7.15. Severability

Should any provision of this contract 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 contract.

7.16. Notices and Designation of Agent for Service of Process

All notices to MPHD shall be mailed or hand delivered to:

Metropolitan Public Health Department
Director
2500 Charlotte Avenue
Nashville, TN 37209

Notices to Agency shall be emailed, mailed, or hand delivered to:

Nurture the Next
Kristen Davis, CEO
600 Hill Avenue
Suite 202
Nashville TN, 37210

7.17. Effective Date

This contract shall not be binding upon the parties until it has been signed first by the Agency and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. The date upon which this contract is filed with the Metro Clerk shall be referred to as the "Effective Date."

7.18. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Agency certifies that to the best of its knowledge and belief, neither the Agency nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

Agency:
Nurture the Next

By: [Signature]
Title: CEO

Sworn to and subscribed to before me, a
Notary Public, this 17th
day of October, 2022,
by ~~_____~~ Nick Nelson, the
Regions Bank of Agency
and duly authorized to execute this
instrument on Agency's behalf.

Nick Nelson
Notary Public

My Commission Expires 09/08/2025



My Commission Expires Sept. 8, 2025

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECOMMENDED:

DocuSigned by:
Gill C Wright III, MD
0480AC21E1CC408...

 Director
 Metro Public Health Department

11/21/2022

 Date

APPROVED:

DocuSigned by:
Tené Hamilton Franklin
BEBF0BBF14D14B0...

 Chair, Board of Health

11/21/2022

 Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kelly Flannery
CF513D4D905F4EB...

 Director of Finance

^{DS}
BB ^{DS}
TE

11/23/2022

 Date

APPROVED AS TO INSURANCE:

DocuSigned by:
Balogun Cobb
68804BF12FD741C...

 Director of Insurance

11/28/2022

 Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth

 Metropolitan Attorney

11/29/2022

 Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

 Metropolitan Clerk

 Date