



NO COST CONTRACT

(an agreement— involving no monetary obligation between the parties— with a federal, Tennessee local, or quasi-governmental entity)

Begin Date November 1, 2021	End Date January 1, 2025	Agency Tracking # 33501-212538	Edison Record ID
Contractor Legal Entity Name Metro Nashville Fire Department			Edison Vendor ID (optional)
Service Caption For the provision of annual fire and building safety inspection services for pre-kindergarten and kindergarten through twelfth grade schools			
OCR USE - NC			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
METRO NASHVILLE FIRE DEPARTMENT**

This Contract, by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and Metro Nashville Fire Department, hereinafter referred to as the "Contractor," is for the provision of annual fire and building safety inspection services for pre-kindergarten and kindergarten through twelfth grade schools, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

- A.1. The Contractor shall conduct one (1) fire and building safety inspection per school within its jurisdiction for each school year. The Contractor shall conduct additional fire and building safety inspections as necessary, or upon request by the Department of Education ("DOE") program contact, as listed below.
- A.2. The Contractor shall perform inspections in conformance with applicable codes for educational occupancies adopted in Tenn. Comp. R. & Regs. 0780-02-02.
- A.3. The Contractor shall provide a copy of each inspection report by email to the DOE program contact, as listed below, and to the inspected school's designated point of contact, within thirty (30) days of the inspection. The Contractor shall include inspection reports for pre-kindergarten programs located in a school building in the building report.
- A.4. The Contractor shall ensure compliance by requiring designated school personnel to complete a Plan of Corrective Action ("POCA") for any noted deficiencies included within the inspection report not more than forty-five (45) days after the date of inspection. The Contractor shall require designated school personnel to provide a copy of such POCA by email to the Contractor and the DOE program contact. If such POCA is not timely received, or if an acceptable POCA is not submitted, the Contractor shall notify the DOE program contact.
- A.5. The Contractor shall maintain records of all inspections in accordance with policies of local governmental entities.
- A.6. The State shall make its inspection report form checklists available and provide interpretations of codes or inspection guidance to Contractor upon request.

B. TERM OF CONTRACT:

This Contract shall be effective on November 1, 2021 ("Effective Date"), and extend for a period of thirty-eight (38) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

There shall be no cost to the State for the performance of services under this contract.

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. Upon such termination, neither the State nor the Contractor shall have a right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not 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 State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures 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 Contractor 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. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation of services rendered under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed 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, the Comptroller of the Treasury, or their duly appointed representatives.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. 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.12. 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.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. 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.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contractor 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 9-8-407.
- D.17. 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.18. 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.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.20. 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:

Chris Bainbridge, Director of Codes Enforcement
 Department of Commerce and Insurance
 Davy Crockett Building
 500 James Robertson Parkway
 Nashville, TN 37243
 Christopher.Bainbridge@TN.gov
 Telephone No. (615) 741-6246

The Contractor:

Lawrence Hutchison, Fire Marshal
 Metro Nashville Fire Department
 63 Heritage Ave. P.O. Box 196332
 Nashville, TN 37219-6332
lawrence.hutchison@nashville.gov
 Telephone # 615-862-5421

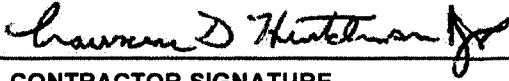
DOE Contact:

Mike Herrmann, Senior Director, School Safety and Transportation
 Department of Education
 710 James Robertson Parkway
 Nashville, TN 37243
 Mike.Herrmann@tn.gov
 Telephone No. (615) 741-8468

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

IN WITNESS WHEREOF,

METRO NASHVILLE FIRE DEPARTMENT:



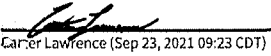
8/31/2021
DATE

CONTRACTOR SIGNATURE

Lawrence D Hutchison Sr Fire Marshal

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:


Carter Lawrence (Sep 23, 2021 09:23 CDT)

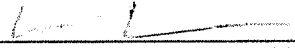
Sep 23, 2021

CARTER LAWRENCE, COMMISSIONER

DATE

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE


RECOMMENDED BY:



William Swann, Director Chief
Nashville Fire Department

8/31/2021
Date


APPROVED AS TO AVAILABILITY OF FUNDS:



Kelly Flannery, Director
Department of Finance *TF*

10/08/2021
Date

APPROVED AS TO INSURANCE
REQUIREMENTS:



Director of Insurance
Metropolitan Government

October 6, 2021
Date

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

October 6, 2021
Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date