

**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, 2021 and ending December 9, 2022.

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

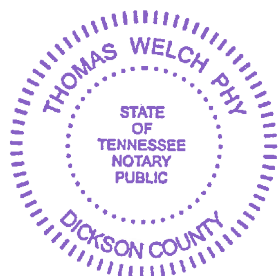
In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Agency certifies that to the best of its knowledge and belief, neither the Agency nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result 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: Kristen Davis, CEO



Sworn to and subscribed to before me, a
Notary Public, this 7th
day of Feb, [Year], 2022
by Kristen Davis, the
CEO of Agency
and duly authorized to execute this
instrument on Agency's behalf.

[Signature]
Notary Public

My Commission Expires 5-20-2025

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

RECOMMENDED:

DocuSigned by:
Gill Wright/mb 2/14/2022
DE075DFF90CE42E...
Director
Metro Public Health Department
Date

APPROVED:

DocuSigned by:
Tené Hamilton Franklin 2/14/2022
BEBF0BBE14D14B0...
Chair, Board of Health
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by: DS DS
Kelly Flannery/mjw RW TE 2/15/2022
62377A2A8742469...
Director of Finance
Date

APPROVED AS TO INSURANCE:

DocuSigned by:
Balogun Cobb 2/16/2022
68804BE12FD741C...
Director of Insurance
Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth 2/16/2022
Metropolitan Attorney
Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AGA Insurance, Inc. 1176A N Kentucky Street Kingston TN 37763	CONTACT NAME: Jo Ann Ferrell PHONE (A/C, No, Ext): 865-717-6737 FAX (A/C, No): 865-717-6638 E-MAIL ADDRESS: jferrell@agail.com INSURER(S) AFFORDING COVERAGE INSURER A: West Bend A Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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INSURED Nurture The Next 600 Hill Avenue Suite 202 Nashville TN 37210	NAIC #
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			A683011 00	11/10/2021	11/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			A683011 00	11/10/2021	11/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			A683011 00	11/10/2021	11/10/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	A683018 00	11/10/2021	11/10/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Physical Abuse & Molestation			A683018 00	11/10/2021	11/10/2022	Included in General Liability Occur/Aggregate \$1M /\$3M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as additional insured under the general liability coverage when required in a written contract but only as their interests may appear and only with respects to the operations of the named insured.

CERTIFICATE HOLDER

CANCELLATION

Metro Public Health Department
 2500 Charlotte Avenue
 Nashville TN 37209

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jo Ann Ferrell

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