



BOARD OF EDUCATION CONTRACT

FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION

TO: Kelly Flannery, Director
Metropolitan Department of Finance

Contract Number: 7549761 Contractor: Nashville State Community College
Sourcing Method: Negotiated Services
Start Date: 8/1/2023 End Date: 7/31/2033
Address: 120 White Bridge Road City: Nashville State: TN Zip: 37209
Supplier Number: 6699 Supplier Email: tammy.ray@tbr.edu

PURPOSE OF CONTRACT:

Lease agreement with Nashville State Community College at 5248 Hickory Hollow Parkway.

CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes** Board Approval Date: **1/10/2023**
Is this an Intergovernmental Contract? **No**
Is this a Revenue contract (Board of Education will receive funds)? **No**
Is there DBE Participation? **No** Type of DBE (check all that apply): ☐ SBE ☐ MBE ☐ WBE ☐ SDV
Value of DBE Participation:

GRANT SUMMARY (IF APPLICABLE):

Grant Name:
Amount expected to receive: Business unit to which it will be deposited:
Are matching funds required? **No** If yes, amount of obligation:
If yes, specify fund that is being obligated:

CONTRACT FINANCIAL SUMMARY:

Amount obligated for current fiscal year is: \$56,066.00
The not to exceed contract value is: \$505,000.00

BUDGET INFORMATION:

Account number: 80101422.505231.7210652 Fund number: 35131

R

MNPS Contact Person: John-Paul Gray
Email Address:

Contract Agent: Stephen Pitman
Email Address: Stephen.Pitman@mnps.org

LEASE AGREEMENT FOR

(IBR institution is Lessor)

Administrative use only:

Agency: _____

Allotment Code: _____

o. _____

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Tennessee Board of Regents

Third Floor

1 Bridgestone Park

Nashville, Tennessee 37214

This Lease, entered into as of this 11th day of January, 2023
is made by and between

**the Metropolitan Government of Nashville and Davidson County by
and through the Metropolitan Board of Education**

hereinafter called the Lessee, and

State of Tennessee, on behalf of Nashville State Community College

hereinafter called the State.

WITNESSETH:

1. **LOCATION:** The State hereby leases unto the Lessee those certain premises ("Premises") with the appurtenances situated in the

County of **Davidson**

, City of **Nashville**

, located at

**5248 Hickory
Hollow
Parkway**

- 1 **DESCRIPTION:** The Premises are more particularly described as follows:
6,596 square feet of space, across the corridor from the Nashville State Community College Campus at Hickory Hollow. The space is contained between column lines P & M and 1 & 4 of the previous Dillard's anchor store as shown on the floor plan dated 09/12/2012 attached hereto as Exhibit A.
3. **USE:** The Premises will be used by the Lessee for the purpose of educational classroom and support space for the Academy at Hickory Hollow, a high school for 12th grade students and for no other purpose whatsoever. In using the Premises, the Lessee shall comply with all federal, state, and local laws and rules and regulations, as well as the policies of the Tennessee Board of Regents.
4. **TERM:** The term of this Lease ("Term") shall commence on August 1, 2023 and shall end on July 31, 2033, with such rights of termination as are hereinafter set forth.
5. **RENTAL:** The Lessee agrees to pay to the State as rent for the Premises the sum of:
Annual rent of \$ **56,066.00**, payable in installments of \$ **4,672.17** per **month**

Rental shall be payable in advance to State at the address specified in Paragraph 8, or to such other address as the State may designate by a notice in writing.

6. TERMINATION:

- a) **FOR CONVENIENCE:** State may terminate this Lease at any time effective on or after the date shown below for "State Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "State Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this Lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the State at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

State Earliest Termination Date	State Advance Notice Required	Lessee Earliest Termination Date	Lessee Advance Notice Required
July 31, 2023	180 days	July 31, 2023	180 days

- b) **FOR CAUSE:** The State may in its sole discretion immediately terminate this Lease and re-enter and take possession of premises at any time for any of the following causes:
- (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this Lease or hereafter created; and
 - (2) Any other breach of the terms of this Lease by Lessee which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessee.

7. **ABANDONMENT:** Lessee must notify State in writing of any planned absence from the Premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the Premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the State, the State may treat the Premises as abandoned and shall have the right to terminate the Lease, re-enter and take the Premises, and take possession of contents located in the Premises at the time of termination. The State shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the State may sell said contents and apply the proceeds of the sale to any amounts due and owing to the State by Lessee.

Maximum Abandonment: **180 days**

Minimum Contents Hold: **30 days**

8. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessee at: **The Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Education, Attn: Director of Procurement, Kevin Edwards, 2601 Bransford Ave., Nashville, TN 37204**

To the State at: **Tennessee Board of Regents Office of Facilities Development Third Floor 1 Bridgestone Park Nashville, Tennessee 37214**

9. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the Premises without the written consent of the State.

10. **INSPECTION:** The State reserves the right to enter and inspect the Premises, at reasonable times, and to render services and make any necessary repairs to the Premises.
11. **ALTERATIONS:** Lessee shall make no changes or alterations in the building(s) located on the Premises without written consent of the State. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the Term hereby created or extension thereof or upon termination of the Lease for any reason, restore the building to the identical conditions as when entered upon the Lease.
12. **SURRENDER OF POSSESSION:** Upon termination or expiration of this Lease, the Lessee will peaceably surrender to the State the Premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the State may recover from Lessee an amount equal to the value of any damage to the Premises beyond reasonable wear and tear.
13. **QUIET POSSESSION:** State agrees that Lessor shall at all times during the existence of this Lease peaceably and quietly have, hold and enjoy the Premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the State, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
14. **REPAIR AND MAINTENANCE:** During the Term, State shall maintain the Premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee.
15. **DESTRUCTION:**
- a) If the Premises are totally destroyed by fire or other casualty, this Lease shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the Premises unusable for the purpose intended, State shall effect restoration of the Premises as quickly as is reasonably possible. In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, at its option, either party may terminate this Lease.
 - b) In the event of any such destruction other than total, where the Lease has not been terminated as herein provided, the State shall diligently prosecute the repair of the Premises.
 - c) In the event the Lessee remains in possession of the Premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the Lessee is precluded from occupying bears to the total net square feet in the Premises. "Net square feet" shall mean actual inside dimensions.
16. **LIABILITY:** To the extent permitted by law, Lessee covenants and agrees to be responsible for all claims, demands, damages, suits, or causes of action whatsoever asserted by any person, firm, or corporation arising out of or in any way connected with the use and occupancy of the Premises by Lessee, and that Lessee will reimburse the State for all costs and expenses, including attorneys' fees, which may be incurred by the State in connection with any such claims, demands, causes of action, or suits. Any claim alleging personal injury or property damage resulting from the negligence

of the State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.

17. **UTILITIES:** The State shall be responsible for furnishing utilities and janitorial services in reasonable capacities for Lessee's proposed use. Lessee shall be responsible for payment of all other utilities and services it desires.
18. **TIME OF THE ESSENCE:** Time is of the essence of this Lease, and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.
19. **HOLDING OVER:** In the event the Lessee remains in possession of the Premises after the expiration of the Lease term, or any extension thereof, this Lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto:

Lessee:

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY BY AND THROUGH THE
METROPOLITAN BOARD OF PUBLIC
EDUCATION

State:

STAIB OF TENNESSEE

By: _____

By: _____

L. S. F.

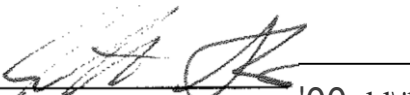
Name: ettrisuane :e aggs 'i2.Ctdlct{ Avw,c.Elwt\

Name: Christi W. Branscom

Title: Metropolitan Board of Public
Education Board Chair

Title: Commissioner, Department
of General Services

Approved:



Herbert H. Slatery III '00<1.1\l-h Cln0 k'rm e+h
Attorney General & Reporter

Bill Lee, Governor

RECOMMENDED:

Kevin Edwards

Director of Procurement

David Williams

Department Head

Mason Bellamy

Executive Staff Member

APPROVED AS TO AVAILABILITY OFFUNDS:

Account#: 80101422.505231.7210652

Chad M. Johnson

Chief Financial Officer

Kelly Flannery Jr

Metropolitan Director of Finance

APPROVED AS TO INSURANCE:

Balogun Cobb

Metropolitan Director of insurance

APPROVED AS TO FORM AND LEGALITY:

Justin Marsh

Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk

Date Filed

STAIB OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Hailey Brooke Harris, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Christi W. Branscom, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Commissioner of the Department of General Services of the State of Tennessee, the within named bargainor, and that she as such Commissioner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the State of Tennessee by herself as such Commissioner.

11 S my hand and seal at office in Nashville, Tennessee, this 11 day of October, 2021.

Notary Public

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Melissa R. Bryant, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Christine Duggs, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Metropolitan Board of Public Education Board Chair, the within named bargainor, and that she as such Metropolitan Board of Public Education Board Chair, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Metropolitan Board of Public Education by herself as such Board Chair.

WITNESS my hand and seal at office in Nashville, Tennessee, on this the 23rd day of January, 2023.

Melissa R Bryant

Notary Public

My Commission Expires:

My Commission Expires

November 6, 2023

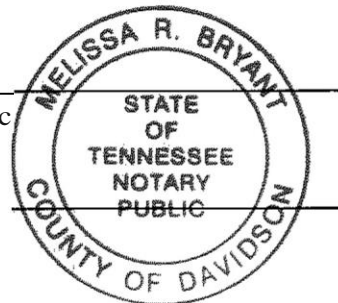
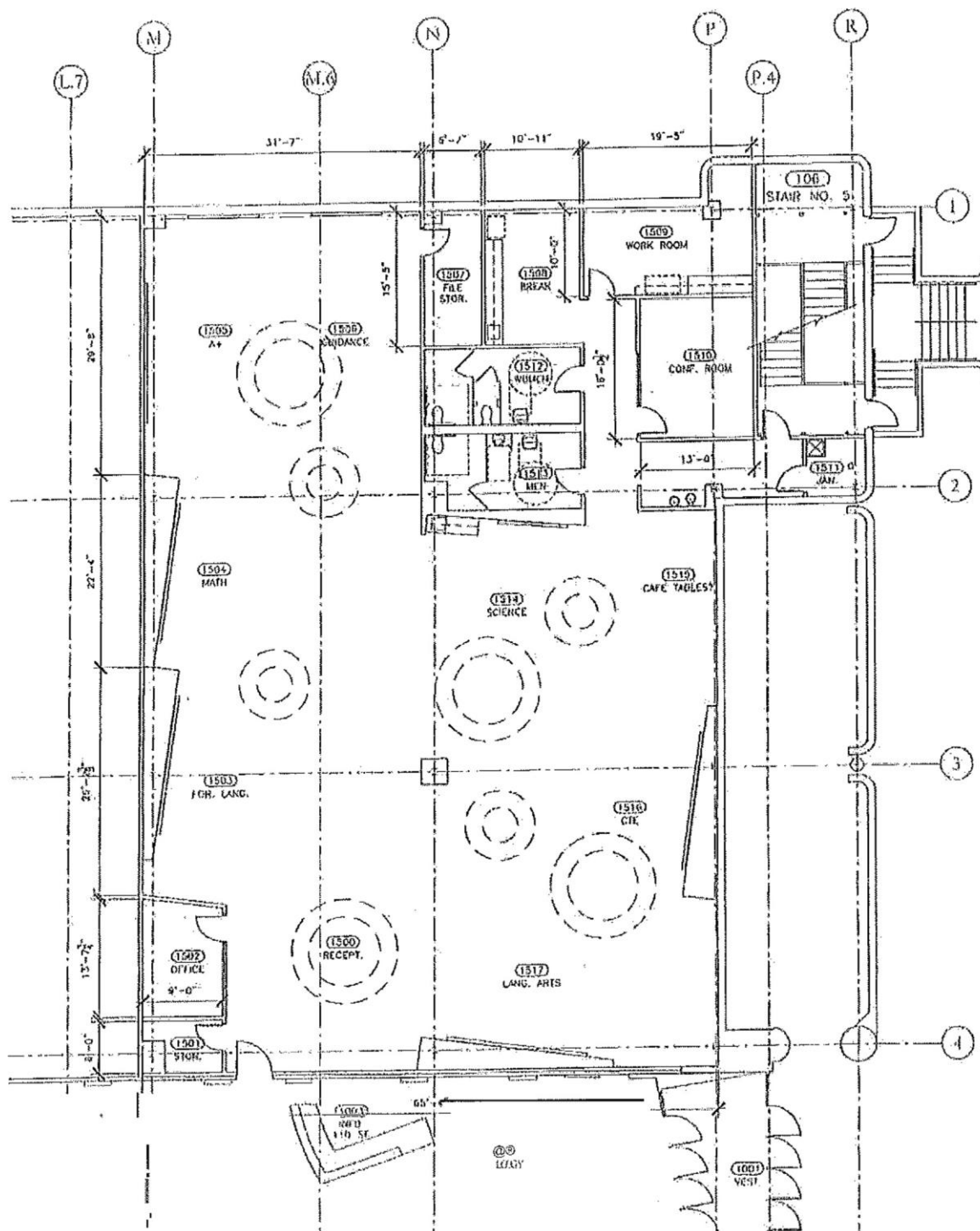


Exhibit A
Floor **Plan**
(attached)

Johnson Johnson Crabtree
Architects P.C.

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Certificate of Collection

Envelope Id: DE2C0FB51BE84A58ABFBF2E019F04C73
Subject: Nashville State Community College 7549761
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Stephen Pitman
2601 Bransford Ave.
Nashville, TN 37204
Stephen.Pitman@MNPS.org
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12/5/2022 10:05:02 AM
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Stephen.Pitman@MNPS.org

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Signer Events

Kevin Edwards
Kevin.Edwards@mnps.org
Director of Procurement
Metro Nashville Public Schools
Security Level: Email, Account Authentication
(None)

Signature

Kevin Edwards
Signature Adoption: Pre-selected Style
Using IP Address: 96.4.9.1

Timestamp

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Kevin Knapp
kevin.knapp@mnps.org
Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 134.215.20.164

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David Williams
david.williams2@mnps.org
Interim Chief Academic Officer
Security Level: Email, Account Authentication
(None)

David Williams
Signature Adoption: Pre-selected Style
Using IP Address: 107.77.235.5
Signed using mobile

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Mason Bellamy
Mason.Bellamy@mnps.org
Chief
Security Level: Email, Account Authentication
(None)

Mason Bellamy
Signature Adoption: Pre-selected Style
Using IP Address: 96.4.9.2

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Electronic Record and Signature Disclosure:
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Signer Events

Stephen Pitman
stephen.pitman@mnps.org
Contract Agent

Metropolitan Nashville Public Schools
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chris Henson
chris.henson@mnps.org
CFO

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kathy King
kathy.king@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kelly Flannery tje
torn.eddlemon@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sally Palmer
sally.palmer@nashville.gov
Metro Water Services
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Balogun Cobb
Balogun.cobb@nashville.gov
Insurance Division Manager
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Signature

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Dr. Adrienne Battle

Dr. Adrienne Battle

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Annie.Pugh@mnps.org

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Director of Schools

Signed: 5/2/2023 12:49:18 PM

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Using IP Address: 96.4.9.1**Electronic Record and Signature Disclosure:**

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Abraham Wescott

Abraham Wescott

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abraham.wescott@nashville.gov

Viewed: 5/2/2023 12:54:27 PM

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Signature Adoption: Pre-selected Style
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Signed using mobile**Electronic Record and Signature Disclosure:**

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Rose Wood

R

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Rose.Wood@nashville.gov

Viewed: 5/5/2023 1:34:08 PM

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185**Electronic Record and Signature Disclosure:**

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Aaron Pratt

Aaron Pratt

Sent: 5/5/2023 1:34:37 PM

aaron.pratt@nashville.gov

Viewed: 5/5/2023 2:04:44 PM

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Signature Adoption: Pre-selected Style
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Signer Events	Signature	Timestamp
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Justin Marsh justin.marsh@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 5/8/2023 11:53:27 AM Viewed: 5/8/2023 1:20:33 PM Signed: 5/8/2023 1:20:40 PM
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Agent Delivery Events	Status	Timestamp
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