

**AGREEMENT BETWEEN
THE NASHVILLE FIRE DEPARTMENT, FIRE MARSHAL'S OFFICE,
AND THE CITY OF BERRY HILL**

This agreement, by and between the Nashville Fire Department, Fire Marshal's Office ("NFD") and the City of Berry Hill ("Berry Hill"), is for the provision of annual fire and building safety inspection services for Berry Hill, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

- A.1. NFD shall conduct fire and life safety inspections annually in Berry Hill, and as necessary related to complaints or upon request by Berry Hill.
- A. 2. NFD shall perform inspections in conformance with applicable codes for fire and life safety, as adopted by the Metropolitan Government of Nashville.
- A. 3. A copy of the NFD inspection report will be made available upon request to Berry Hill for construction and development projects permitted by the Administrative Service Department of the City of Berry Hill.
- A. 4. NFD shall ensure that all contractors and developers comply with the applicable regulations. If any discrepancies or deficiencies are found during the inspection process, the permit holder or business owner must complete a Plan of Corrective Action (POCA) within 45 days of the inspection. The contractor or developer must provide a copy of the POCA to NFD as per the inspection report's details. If the POCA is not submitted within the given time or is unacceptable, NFD will take necessary enforcement action.
- A. 5. NFD shall maintain records of all inspections in accordance with policies of local governmental entities.
- A. 6. NFD shall require any construction and development projects within the city limits of Berry Hill to obtain all the necessary permitting related to the fire and life safety code requirements as adopted by the Metropolitan Government of Nashville. This includes obtaining the necessary trade permits, operational permits, and use and occupancy permits for fire and life safety in Berry Hill, under the fire and life safety code as adopted by the Metropolitan Government of Nashville.
- A. 7. NFD will manage emergency response and address fire code or life safety complaints arising in Berry Hill following the fire and life safety code as adopted by the Metropolitan Government of Nashville.

B. TERM OF CONTRACT:

This Contract shall be effective upon approval of the parties and the Metro Council, on the date of filing with the Metro Clerk ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The parties may extend the Term by written agreement filed with the Metro Clerk for a total Term not to exceed sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

Payment for fire and life safety permits, and required trade permits for any life safety protection system, will be the responsibility of the permit applicant using NFD's permitting system. Under this contract, NFD's performance of services shall not incur any cost to Berry Hill, nor shall Berry Hill receive any payment for NFD's performance of these services.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The parties are not bound by this agreement until it is signed by the contracting parties and approved by appropriate officials in accordance with applicable

Tennessee and local laws and regulations.

- D.2. Modification and Amendment. This agreement 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 and local laws and regulations.
- D.3. Termination for Convenience. The Contract may be terminated by any party by giving written notice to the other parties, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a breach of contract.
- D.4. Termination for Cause. If a party fails to properly perform its obligations under this agreement in a timely or proper manner, or violates any terms of this agreement, the other party shall have the right to immediately terminate the agreement. Notwithstanding the above, the parties shall not be relieved of liability to the other party for damages sustained by virtue of any breach of this contract.
- D.5. Subcontracting. The parties shall not assign this agreement to a subcontractor for any of the services performed under this agreement without obtaining the prior written approval of the other party.
- D.6. Nondiscrimination. The parties agree that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of the parties 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.7. Records. NFD shall maintain documentation of services rendered under this agreement. The books, records and documents of NFD, insofar as they relate to work performed under this agreement, shall be maintained for a period of three (3) full years from the final date of this agreement and shall be subject to audit, at any reasonable time and upon reasonable notice, by Berry Hill.
- D.8. Progress Reports. NFD shall submit brief, periodic, progress reports to Berry Hill as requested.
- D.9. Strict Performance. Failure by any party to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or

provision. No term or condition of this agreement 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 agreement, 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 agreement 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.

NFD, 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.

- D.11. Force Majeure. The obligations of the parties to this agreement 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.12. State and Federal Compliance. The parties shall comply with all applicable State and Federal laws and regulations in the performance of this agreement.
- D.13. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The parties agree that they will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this agreement.
- D.14. Completeness. This agreement 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 agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.15. Severability. If any terms and conditions of this agreement 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 agreement are declared severable.
- D.16. Headings. Section headings are for reference purposes only and shall not be construed as part of this agreement.
- D.17. 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 parties or acquired by the parties that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this section shall permit the parties to disclose any Confidential Information, regardless of whether it has been disclosed or made available due to intentional or negligent actions or inactions of the parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. The parties 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 agreement.

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 agreement, 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 agreement 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.

NFD:

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

Berry Hill:

Joe Baker, City Manager
City of Berry Hill
698 Thompson Ln
Nashville, TN 37204
jbaker@berryhilltn.net
615-292-5531

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

IN WITNESS THEREOF,

NASHVILLE FIRE DEPARTMENT:



07/09/25

SIGNATURE

DATE

William Swann, Director Chief

PRINTED NAME AND TITLE OF SIGNATORY (above)

CITY OF BERRY HILL:



07/07/2025

SIGNATURE

DATE

Dennis Sheffield, Mayor

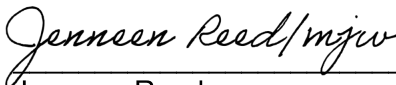
PRINTED NAME AND TITLE OF SIGNATORY (above)

Signature Page

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

APPROVED AS TO AVAILABILITY
OF FUNDS:




Jenneen Reed
Director of Finance

July 16, 2025

Date

APPROVED AS TO RISK AND INSURANCE:



68804BF12ED741C...
Director of Insurance
Metropolitan Government

7/15/2025

Date

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

July 10, 2025

Date

Metropolitan Clerk

Date