

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: _____ Resolution _____ Ordinance _____

Contact/Prepared By: _____ Date Prepared: _____

Title (Caption): _____

Submitted to Planning Commission? ☐ N/A ☐ Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

<input type="checkbox"/> Bonds	<input type="checkbox"/> Contract Approval	<input type="checkbox"/> Intergovernmental Agreement
<input type="checkbox"/> Budget - Pay Plan	<input type="checkbox"/> Donation	<input type="checkbox"/> Lease
<input type="checkbox"/> Budget - 4%	<input type="checkbox"/> Easement Abandonment	<input type="checkbox"/> Maps
<input type="checkbox"/> Capital Improvements	<input type="checkbox"/> Easement Accept/Acquisition	<input type="checkbox"/> Master List A&E
<input type="checkbox"/> Capital Outlay Notes	<input type="checkbox"/> Grant	<input type="checkbox"/> Settlement of Claims/Lawsuits
<input type="checkbox"/> Code Amendment	<input type="checkbox"/> Grant Application	<input type="checkbox"/> Street/Highway Improvements
<input type="checkbox"/> Condemnation	<input type="checkbox"/> Improvement Acc.	<input type="checkbox"/> Other: _____

FINANCE Amount +/-: \$ _____

Funding Source: Capital Improvement Budget
Capital Outlay Notes
Departmental/Agency Budget
Funds to Metro
General Obligation Bonds
Grant
Increased Revenue Sources

Approved by OMB: _____

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: _____

Match: \$ _____

Judgments and Losses
Local Government Investment Project
Revenue Bonds
Self-Insured Liability
Solid Waste Reserve
Unappropriated Fund Balance
4% Fund
Other: _____

Date to Finance Director's Office: _____

APPROVED BY

FINANCE DIRECTOR'S OFFICE: _____

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

RESOLUTION NO. _____

A resolution to amend an interlocal cooperation and mutual aid agreement by and between The Metropolitan Government of Nashville and Davidson County ("Metro") and the City of Brentwood, City of Franklin, City of Goodlettsville, City of Hendersonville, City of Murfreesboro, and Wilson County to include the Town of Nolensville in an agreement to create and operate a US&R/Water Rescue Team that will provide response and rescue services.

WHEREAS, pursuant to RS2022-1591, attached hereto, the Metropolitan Government of Nashville and Davidson County ("Metro") entered into an interlocal cooperation and mutual aid agreement with the City of Brentwood, City of Franklin, City of Goodlettsville, City of Hendersonville, City of Murfreesboro, and Wilson County to create and operate a US&R/Water Rescue Team that will provide response and rescue services; and

WHEREAS, pursuant to this agreement, the parties created and operate a US&R/Water Rescue Team which provides response and rescue services throughout Metro Nashville Davidson County/Homeland District 5 and statewide as requested, in accordance with Tennessee Code Annotated Section 58-8-101 *et seq.*, "Mutual Aid and Emergency Disaster Assistance Act of 2004", and nationally through Emergency Management Assistance Company (EMAC) requests; and

WHEREAS, Metro has received a request from the Town of Nolensville to amend this agreement to include Nolensville in the interlocal agreement with Metro pursuant to the attached agreement with Nolensville and the attached resolution passed by the Nolensville Board of Commissioners; and

WHEREAS, it is deemed in the public interest by the parties hereto that such a multijurisdictional Water Rescue Team, including the Town of Nolensville, be approved; and

WHEREAS, Tennessee Code Annotated Section 12-9-101 *et seq.* authorizes public agencies in this state to enter into interlocal cooperation agreements; and

WHEREAS, Tennessee Code Annotated Section 58-8-101 *et seq.* authorizes local governments to provide one another with emergency assistance and aid; and

WHEREAS, the parties hereto desire to amend the agreement to include the Town of Nolensville; and

WHEREAS, it is in the interest of the citizens of The Metropolitan Government of Nashville and Davidson County that this amendment to the interlocal agreement be approved.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The amendment to the interlocal agreement by and between Metro and the Town of Nolensville, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That this resolution shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

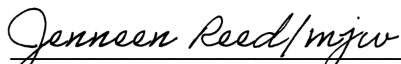
IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures below with the intent to make this Agreement effective as of the date first written above.

RECOMMENDED BY:



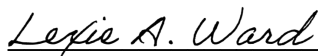
William Swann, Director-Chief
Nashville Fire Department

APPROVED AS TO AVAILABILITY
OF FUNDS:



Jenneen Reed, Director Department
of Finance

APPROVED AS TO FORM AND
LEGALITY:



Metropolitan Attorney

INTRODUCED BY:

Member(s) of Council

Resolution No. RS2022-1591

A resolution to approve an interlocal cooperation and mutual aid agreement between the Metropolitan Government of Nashville and Davidson County ("Metro") and the City of Brentwood, City of Franklin, City of Goodlettsville, City of Hendersonville, City of Murfreesboro, and Wilson County to create and operate a US&R/Water Rescue Team that will provide response and rescue services.

WHEREAS, the Metropolitan Government of Nashville and Davidson County ("Metro") has entered into an interlocal cooperation and mutual aid agreement with the City of Brentwood, City of Franklin, City of Goodlettsville, City of Hendersonville, City of Murfreesboro, and Wilson County; and,

WHEREAS, Tennessee Code Annotated Section 12-9-101 *et seq.* authorizes public agencies in this state to enter into interlocal cooperation agreements; and,

WHEREAS, Tennessee Code Annotated Section 58-8-101 *et seq.* authorizes local governments to provide one another with emergency assistance and aid; and,

WHEREAS, the Agencies wish to create and operate a US&R/Water Rescue Team which will provide response and rescue services throughout Metro Nashville Davidson County/Homeland District 5 and statewide as requested, in accordance with Tennessee Code Annotated Section 58-8-101 *et seq.*, "Mutual Aid and Emergency and Disaster Assistance Act of 2004," and nationally through Emergency Management Assistance Compact (EMAC) requests; and,

WHEREAS, it is deemed in the public interest by the parties hereto that such a multijurisdictional Water Rescue Team be created.


WHEREAS, it is in the interest of the citizens of The Metropolitan Government of Nashville and Davidson County that this intergovernmental agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the intergovernmental agreement by and between Metro and the City of Brentwood, City of Franklin, City of Goodlettsville, City of Hendersonville, City of Murfreesboro, and Wilson County, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.


Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.


RECOMMENDED BY:



William Swann, Director Chief
Nashville Fire Department

INTRODUCED BY:





Member(s) of Council

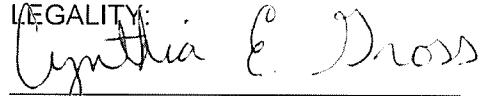


APPROVED AS TO AVAILABILITY
OF FUNDS:



Kelly Flannery, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:



Assistant Metropolitan Attorney

INTERLOCAL COOPERATION AND MUTUAL AID AGREEMENT

FOR THE

Nashville Fire Department/TN-TF2 US&R/SWIFTWATER RESCUE TEAM

This agreement is entered into by and among the city **Nashville and Davidson County** ("Sponsoring Agency") and the undersigned local government entities ("Participating Agencies") (the Sponsoring Agency and Participating Agencies are referred to collectively as "Agencies" and individually as "Agency") in the State of Tennessee.

WHEREAS, Tennessee Code Annotated, Section 12-9-101 through 12-9-109 *et seq.*, authorizes public agencies in this state to enter into interlocal cooperation agreements; and

WHEREAS, Tennessee Code Annotated, Section 58-8-102(2) and (3), authorizes local governments to provide one another with emergency assistance and aid; and

WHEREAS, the Agencies wish to avail themselves of all authority conferred by these statutes and any other provision of law, to create and operate a US&R/Water Rescue Team which will provide response and rescue services throughout **Metro Nashville Davidson County/Homeland District 5** and statewide as requested in accordance with Tennessee Code Annotated, Section 58-8-101 *et seq.*, "Mutual Aid and Emergency and Disaster Assistance Act of 2004," and nationally through Emergency Management Assistance Compact (EMAC) requests; and

WHEREAS, it is deemed in the public interest by the parties hereto that such a multi-jurisdictional Water Rescue Team be created.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **CREATION AND PURPOSE.** The **TN-TF2 US&R/Swiftwater Rescue Team** (Team) is hereby created to provide a coordinated multi-disciplined approach to the management of minor, major, or catastrophic disasters and large-scale or complex incidents involving swiftwater rescue and floodwater reconnaissance and evacuations.

2. **MANAGEMENT AND ADMINISTRATION.** The Sponsoring Agency shall develop and adopt the program training, education, and membership requirements for members; and the qualifications and credentialing requirements in order to meet or exceed the National Incident Management System (NIMS) National Qualification System and other nationally acceptable standards.

3. **CONTRIBUTION OF AGENCIES.** The Agencies agree to participate in the formation and operation of the Team.

4. FINANCIAL MATTERS. The financial affairs of the Team will be conducted in accordance with the state law and the procedures established by the State Comptroller. Each Agency will remain responsible for equipment needed by team members employed by their Agency.

5. PROPERTY OF THE TEAM

5.1 Personal Property and Equipment. Each Agency will assist in making available the property and equipment necessary for the operation of the Team. All property and equipment supplied by an Agency to the Team will remain the property of the contributing Agency.

5.2 Real Property. The Team has no authority to purchase real property or hold real property in the name of the Team.

6. PERSONNEL MATTERS.

6.1 US&R Swiftwater Rescue Team Members. **TN-TF2 US&R/ Swiftwater Rescue Team** members must be full time, part time, or volunteer members of an Agency.

6.2 Employee Status and Benefits. Each member assigned to the Team will remain an employee of their respective Participating Agency for the purposes of compensation and benefits. Salaries will be paid by the respective Participating Agency, and each member will retain all rights, privileges and benefits including, but not limited to, insurance, retirement, seniority, promotional consideration, and workers' compensation.

7. POLICIES. Members assigned to the Team remain obligated to follow the rules and policies of the **TN-TF2 US&R/Swiftwater Rescue Team** and the Participating Agency employing them.

8. STATUS OF US&R/SWIFTWATER RESCUE TEAM MEMBERS. The Sponsoring Agency and each Participating Agency agree that all members assigned to the Team will be entitled to all rights, privileges, exemptions, and immunities in every jurisdiction covered by this Agreement as if such duty or activity were performed within the jurisdiction of the Participating Agency by which the member is employed.

9. LIABILITIES.

9.1 Members Assigned to the Team Remain Employees of Employing Agency. Each member assigned to the Team will remain an employee of the Agency where the member was employed prior to the assignment. The conduct and actions of such member will remain the responsibility of the employing Agency. Any liability arising from the actions of a member engaged in Team activities will be assumed by the employing Agency in the same manner and to the same extent as if the actions were committed within the jurisdiction of the employing Agency during the normal course of the member's employment, independent of the Team.

Team members will be considered employees of the Agency hiring them, within the meaning of the Tennessee Governmental Tort Liability Act. At no time will such officers be considered the employee of any other Agency or of the Team.

9.2 No Assumption of Liability for Non-Employees. No Agency is assuming any liability for itself or its employees for the actions of any employees of another Agency assigned to the Team.

9.3 Waiver of Claims. Each Agency agrees that it will make no claim for compensation for any damages or loss to its equipment, or for personal injury, including death, to its employees, occurring as a consequence of Team activities, against any other Agency and that all such claims are waived.

10. DURATION AND TERMINATION OF AGREEMENT. The duration of this Agreement is perpetual. The Agreement will be terminated with respect to a Participating Agency by the withdrawal of the Participating Agency. A Participating Agency may withdraw at any time, provided it gives written notice of its intent to withdraw to the Mayor of the Sponsoring Agency at least ninety (90) days prior to the effective date of the withdrawal. The Agreement will be completely terminated by agreement of the Participating Agencies or where there is only one local government which has not withdrawn.

11. ADDITION OF PARTIES. Local governmental entities with resources and personnel that have completed the membership requirements of the **TN-TF2 US&R/Swiftwater Rescue Team** may become parties to this Agreement by providing notice to the Mayor of the Sponsoring Agency. Upon approval of this Agreement by the governing body of the governmental entity seeking participation, this Agreement is deemed to be modified to include such governmental entity as a Participating Agency.

12. EFFECTIVE DATE. This Agreement will take effect after its terms are approved by the governments which are parties hereto.

13. EXECUTION OF AGREEMENT. This Agreement shall be valid only when it is executed by the mayor of the Nashville Davidson County and the city mayors, or other authorized representative of the Participating Agency pursuant to the resolution of each jurisdiction authorizing them to so execute.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and of this year.

Attest: Austin Kyle Joel Cooper
Witness Mayor

Adopted: JUN 23 2022
Date

Approved as to Form: Cynthia E. Dross
Metro Attorney

City of Brentwood, Tennessee

Participating Agency

DocuSigned by:
Rhea E. Little, III
CFC5F126234B427...
Mayor

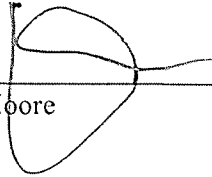
Executed: 02/28/2022
Date

Approved as to Form and Legality: *Kristen R. Combs*
2D82EC2185AB45C...
Attorney

CITY OF FRANKLIN, TENNESSEE

Participating Agency

Dr. Ken Moore
Mayor



Executed:

April 4, 2022
Date

Approved as to Form and Legality:

Shauna R. Billingsley
Shauna R. Billingsley, City Attorney

RESOLUTION NO. 22-1032

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTER-LOCAL AGREEMENT FOR PARTICIPATION IN A SWIFTWATER RESCUE TEAM BETWEEN THE NASHVILLE FIRE DEPARTMENT, TENNESSEE TASK FORCE 2 URBAN SEARCH AND RESCUE AND THE CITY OF GOODLETTSVILLE, TENNESSEE.

WHEREAS, the City of Goodlettsville and the Nashville Fire Department has maintained a great working relationship for many years; and

WHEREAS, the City of Goodlettsville wishes to continue that working relationship by entering into an interlocal agreement as it relates to swift water rescue team; and

WHEREAS, this agreement would also include the participation of the cities of Franklin, Hendersonville and Murfreesboro.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE INTER-LOCAL AGREEMENT IDENTIFIED AS EXHIBIT I OF THIS RESOLUTION IS APPROVED AND THE CITY MANAGER IS AUTHORIZED EXECUTE.

THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.


MAYOR RUSTY TINNIN

Adopted: January 13, 2022


CITY RECORDER
APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY

City of Goodlettsville

Participating Agency



City Manager


Executed:

1/13/2022

Date

Approved as to Form and Legality:

Attorney



City of Hendersonville

Participating Agency

James C. [Signature]

Mayor

Executed: 10-11-21

John D. Bradley

Attorney

Date

9/29/21

Wilson County EMA
Participating Agency

Ramsay Hutto
Mayor

Executed: 3/8/22
Date

Approved as to Form and Legality: Michael [Signature]
Attorney

Heberon Fire Department
Participating Agency


[Signature]
Mayor


Executed: 3/9/22
Date

Approved as to Form and Legality: _____
Attorney

City of Lebanon, TN:

Lebanon Fire Department
Participating Agency

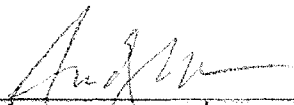

Mayor Rick Bell

Attest:

Comm. of Finance, Stuart Lawson

Executed:

Date

Approved as to Form and Legality:


Attorney Andy Wright
pursuant to Ord. 22-6447

RESOLUTION 22-R-03 approving a Interlocal Cooperation and Mutual Aid Agreement for the Nashville Fire Department/TN-TF2 US&R/Swiftwater Rescue Team.

WHEREAS, Tennessee Code Annotated, Section 12-9-101 through 12-9-109 et seq., authorizes public agencies in this state to enter into interlocal cooperation agreements; and,

WHEREAS, Tennessee Code Annotated, Section 58-8-102(2) and (3), authorizes local governments to provide one another with emergency assistance and aid; and,

WHEREAS, the City of Murfreesboro wishes to avail itself of all authority conferred by these statutes and any other provision of law, to participate in a US&R/Water Rescue Team which will provide response and rescue services throughout the area of the Metropolitan Government of Nashville and Davidson County/Homeland District 5, and statewide as requested, in accordance with Tennessee Code Annotated Section 58-8-101 et seq., "Mutual Aid and Emergency and Disaster Assistance Act of 2004," and nationally through Emergency Management Assistance Compact (EMAC) requests; and,

WHEREAS, the City Council desires to authorize and support the City of Murfreesboro Fire Rescue Department's participation in the TN-TF2 US&R/Swiftwater Rescue Team.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

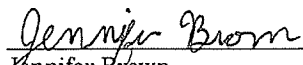
SECTION 1. The City approves the Interlocal Cooperation and Mutual Aid Agreement for the Nashville Fire Department/TN-TF2 US&R/Swiftwater Rescue Team, attached hereto as Exhibit A and authorizes the Mayor to execute the Agreement and authorizes the City Manager and staff to act as necessary to achieve its objectives.

SECTION 2. This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

Passed: January 27, 2022


Shane McFarland, Mayor

ATTEST:


Jennifer Brown
City Recorder

APPROVED AS TO FORM:

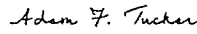
DocuSigned by:

43A2C38E51F0401
Adam F. Tucker
City Attorney

EXHIBIT A

INTERLOCAL COOPERATION AND MUTUAL AID AGREEMENT

FOR THE

Nashville Fire Department/TN-TF2 US&R/SWIFTWATER RESCUE TEAM

This agreement is entered into by and among the Metropolitan Government of Nashville and Davidson County ("Sponsoring Agency") and the undersigned local government entities ("Participating Agencies") (the Sponsoring Agency and Participating Agencies are referred to collectively as "Agencies" and individually as "Agency") in the State of Tennessee.

WHEREAS, Tennessee Code Annotated, Section 12-9-101 through 12-9-109 *et seq.*, authorizes public agencies in this state to enter into interlocal cooperation agreements; and,

WHEREAS, Tennessee Code Annotated, Section 58-8-102(2) and (3), authorizes local governments to provide one another with emergency assistance and aid; and,

WHEREAS, the Agencies wish to avail themselves of all authority conferred by these statutes and any other provision of law, to create and operate a US&R/Water Rescue Team which will provide response and rescue services throughout the area of the Metropolitan Government of Nashville and Davidson County/Homeland District 5, and statewide as requested, in accordance with Tennessee Code Annotated Section 58-8-101 *et seq.*, "Mutual Aid and Emergency and Disaster Assistance Act of 2004," and nationally through Emergency Management Assistance Compact (EMAC) requests; and,

WHEREAS, it is deemed in the public interest by the parties hereto that such a multi-jurisdictional Water Rescue Team be created.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **CREATION AND PURPOSE.** The TN-TF2 US&R/Swiftwater Rescue Team (Team) is hereby created to provide a coordinated multi-disciplined approach to the management of minor, major, or catastrophic disasters and large-scale or complex incidents involving swiftwater rescue and floodwater reconnaissance and evacuations.

2. **MANAGEMENT AND ADMINISTRATION.** The Sponsoring Agency shall develop and adopt the program training, education, and membership requirements for members, and the qualifications and credentialing requirements in order to meet or exceed the National Incident Management System (NIMS) National Qualification System and other nationally acceptable standards.

3. **CONTRIBUTION OF AGENCIES.** The Agencies agree to participate in the formation and operation of the Team.

4. FINANCIAL MATTERS. The financial affairs of the Team will be conducted in accordance with the state law and the procedures established by the State Comptroller. Each Agency will remain responsible for equipment needed by team members employed by their Agency.

5. PROPERTY OF THE TEAM

5.1 Personal Property and Equipment. Each Agency will assist in making available the property and equipment necessary for the operation of the Team. All property and equipment supplied by an Agency to the Team will remain the property of the contributing Agency.

5.2 Real Property. The Team has no authority to purchase real property or hold real property in the name of the Team.

6. PERSONNEL MATTERS.

6.1 US&R Swiftwater Rescue Team Members. TN-TF2 US&R/ Swiftwater Rescue Team members must be full time, part time, or volunteer members of an Agency.

6.2 Employee Status and Benefits. Each member assigned to the Team will remain an employee of their respective Participating Agency for the purposes of compensation and benefits. Salaries will be paid by the respective Participating Agency, and each member will retain all rights, privileges, and benefits offered by the respective Participating Agency, including, but not limited to, insurance, retirement, seniority, promotional consideration, and workers' compensation.

7. POLICIES. Members assigned to the Team remain obligated to follow the rules and policies of the TN-TF2 US&R/Swiftwater Rescue Team and the Participating Agency employing them.

8. STATUS OF SWIFTWATER RESCUE TEAM MEMBERS. The Sponsoring Agency and each Participating Agency agree that all members assigned to the Team will be entitled to all rights, privileges, exemptions, and immunities in every jurisdiction covered by this Agreement as if such duty or activity were performed within the jurisdiction of the Participating Agency by which the member is employed.

9. LIABILITIES.

9.1 Members Assigned to the Team Remain Employees of Employing Agency. Each member assigned to the Team will remain an employee of the Agency where the member was employed prior to the assignment. The conduct and actions of such member will remain the responsibility of the employing Agency. Any liability arising from the actions of a member engaged in Team activities will be assumed by the employing Agency in the same manner and to the same extent as if the actions were committed within the jurisdiction of the employing Agency during the normal course of the member's employment, independent of the Team.

Team members will be considered employees of the Agency hiring them, within the meaning of the Tennessee Governmental Tort Liability Act. At no time will such officers be considered the employee of any other Agency or of the Team.

9.2 No Assumption of Liability for Non-Employees. No Agency is assuming any liability for itself or its employees for the actions of any employees of another Agency assigned to the Team.

10. DURATION AND TERMINATION OF AGREEMENT. The duration of this Agreement is perpetual. The Agreement will be terminated with respect to a Participating Agency by the withdrawal of the Participating Agency. A Participating Agency may withdraw at any time, provided it gives written notice of its intent to withdraw to the Mayor of the Sponsoring Agency at least ninety (90) days prior to the effective date of the withdrawal. The Agreement will be completely terminated by agreement of the Participating Agencies or where there is only one local government which has not withdrawn.

11. ADDITION OF PARTIES. Local governmental entities with resources and personnel that have completed the membership requirements of the TN-TF2 US&R/Swiftwater Rescue Team may become parties to this Agreement by providing notice to the Mayor of the Sponsoring Agency. Upon approval of this Agreement by the governing body of the governmental entity seeking participation, this Agreement is deemed to be modified to include such governmental entity as a Participating Agency.

12. EFFECTIVE DATE. This Agreement will take effect after its terms are approved by the governments which are parties hereto.

13. EXECUTION OF AGREEMENT. This Agreement shall be valid only when it is approved by the Metropolitan Council and executed by the Mayor of the Metropolitan Government of Nashville and Davidson County, and the city mayors, or other authorized representatives of the Participating Agencies, pursuant to the resolution of each jurisdiction authorizing them to so execute.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Metropolitan Government of Nashville and Davidson County
Sponsoring Agency



Mayor John Cooper

Executed: JUN 23 2022
Date

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

RECOMMENDED AND APPROVED BY:

**William Swann, Director Chief
Nashville Fire Department**

Date _____

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

Date _____

APPROVED AS TO FORM AND LEGALITY:

Assistant Metropolitan Attorney

May 31, 2022
Date

APPROVED AS TO INSURANCE
REQUIREMENTS:

Director of Insurance

June 1, 2022
Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

JUN 23 2022

Date

ORIGINAL

2022 JUN 22 04:19:15
FILED METROPOLITAN CLERK

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2022-1591

A resolution to approve an interlocal cooperation and mutual aid agreement between the Metropolitan Government of Nashville and Davidson County ("Metro") and the City of Brentwood, City of Franklin, City of Goodlettsville, City of Hendersonville, City of Murfreesboro, and Wilson County, to create and operate a US&R/Water Rescue Team that will provide response and rescue services.

Introduced JUN 21 2022

Amended _____

Adopted JUN 21 2022

Approved 

By JUN 23 2022
Metropolitan Mayor

BOARD OF COMMISSIONERS
TOWN OF NOLENSVILLE
7218 NOLENSVILLE ROAD
NOLENSVILLE, TENNESSEE 37135

RESOLUTION #25-033

**A RESOLUTION TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
FOR PROVISIONS OF JOINING TN-TF2 US&R/SWIFTWATER RESCUE TEAM**

WHEREAS, the Nolensville Fire and Rescue Department currently has equipment and some trained personnel to perform US&R and water rescue operations, it takes more to successfully and safely operate in a complex incident; and,

WHEREAS, the TN-TF2 US&R/Swiftwater Rescue Team (Team) was created to provide a coordinated multi-disciplined approach to the management of minor, major, or catastrophic disasters and large-scale or complex incidents involving swiftwater rescue and floodwater reconnaissance and evacuations; and,

WHEREAS, the Team manages all the program training, education, and membership requirements; and,

WHEREAS, the Town of Nolensville is only obligated to provide the personal equipment for our members and compensation in accordance with our policies and procedures; and,

WHEREAS, the Town of Nolensville desires to enter into an interlocal agreement with the Metropolitan Government of Nashville and Davidson County to participate with the Team in a coordinated multi-disciplined approach to the management of minor, major, or catastrophic disasters and large-scale or complex incidents involving swiftwater rescue and floodwater reconnaissance and evacuations.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF
THE TOWN OF NOLENSVILLE, TENNESSEE, AS FOLLOWS:**

SECTION 1: The Board of Commissioners hereby approves the Interlocal Cooperation and mutual aid agreement for Nashville Fire Department and TN-TF2 US&R/Swiftwater Rescue Team as contained in Exhibit "A" attached hereto.

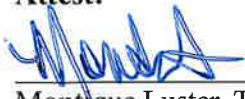
SECTION 2. The Board of Commissioners authorizes and directs the Mayor to sign the Agreement as contained in Exhibit "A" attached hereto.

SECTION 3: This resolution shall take effect immediately, the public welfare requiring it.

RESOLVED AND ADOPTED THIS 1st DAY OF MAY 2025.


Halie Gallik, Mayor

Attest:


Montique Luster, Town Recorder

Passed: 5-1-2025

APPROVED AS TO LEGALITY AND FORM:

 4131232
L. Gino Marchetti, Attorney



MEMORANDUM

TO: Enoch Jarrell, Town of Nolensville
FROM: Tyler Fosnes, P.E., KCI Technologies, Inc.
DATE: December 12, 2024
SUBJECT: Nolensville Town Square – Speed Study
KCI Job Order No. 00046779

INTRODUCTION

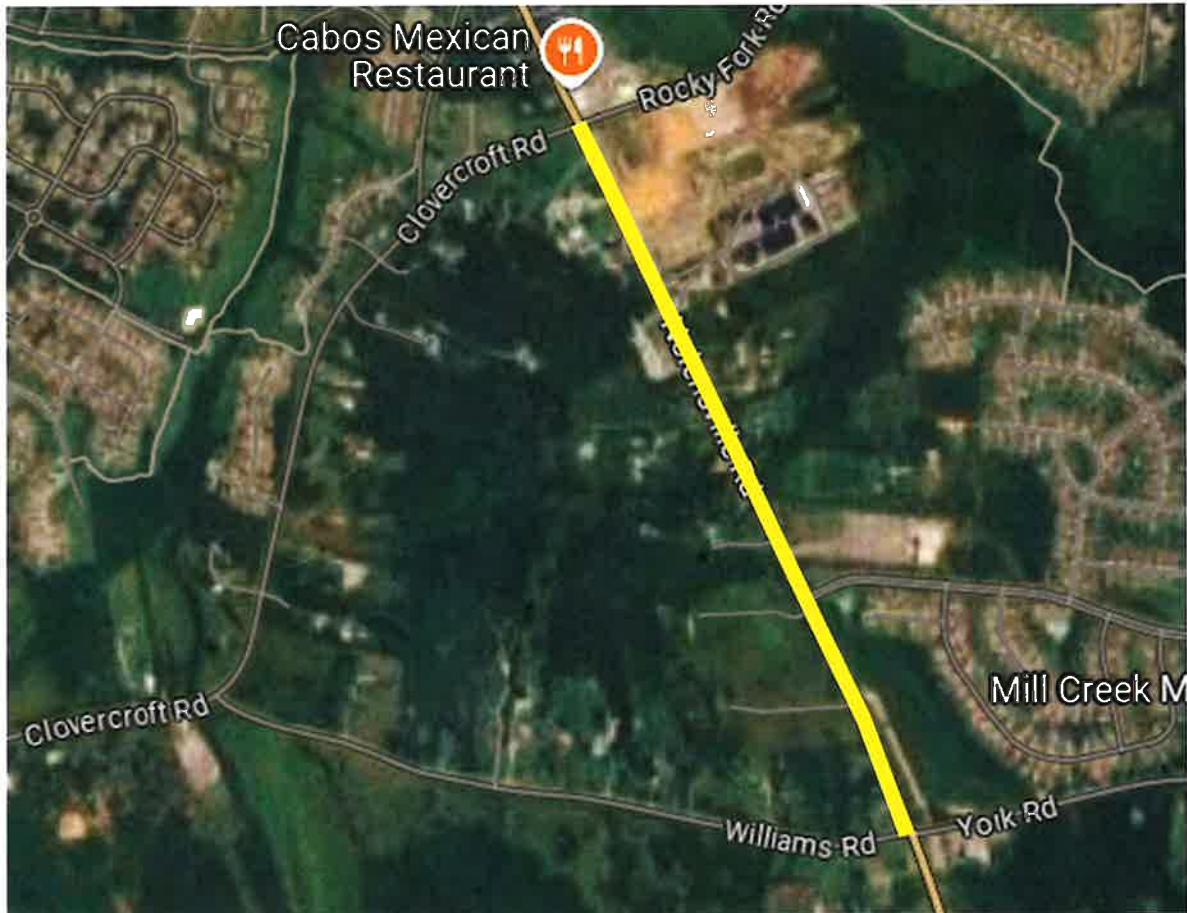
The proposed Nolensville Town Square development (formerly Nolensville Town Center) is located along Nolensville Road in Nolensville, Tennessee. In December 2023, KCI Technologies, Inc. conducted a traffic impact study (TIS) for the proposed development. Results of the TIS indicated that upon completion of the proposed development, the section of Nolensville Road where the development is proposed is expected to be more heavily trafficked and include multiple traffic signals. Additionally, as development continues to stretch to the south, the context of Nolensville Road within this area will be transformed into more of an urban environment consistent with the stretch of Nolensville Road to the north.

Therefore, the Town of Nolensville has requested that a speed study be conducted within the vicinity of the project site to evaluate the need to reduce the speed limit on Nolensville Road from 40 mph to 30 mph. This memorandum provides the results of that speed study.

STUDY AREA

The study area, depicted in Figure 1, includes a 0.87-mile stretch of Nolensville Road between Rocky Fork Road / Clovercroft Road and Williams Road / York Road with an existing posted speed limit of 40 mph. Within the study area, Nolensville Road is designated as a Principal Arterial roadway by the Tennessee Department of Transportation (TDOT), and pedestrian infrastructure and bicycle facilities are generally not provided. It should be noted that to the north, the speed limit changes to 30 mph as the roadway travels through a more developed area.

FIGURE 1. STUDY AREA

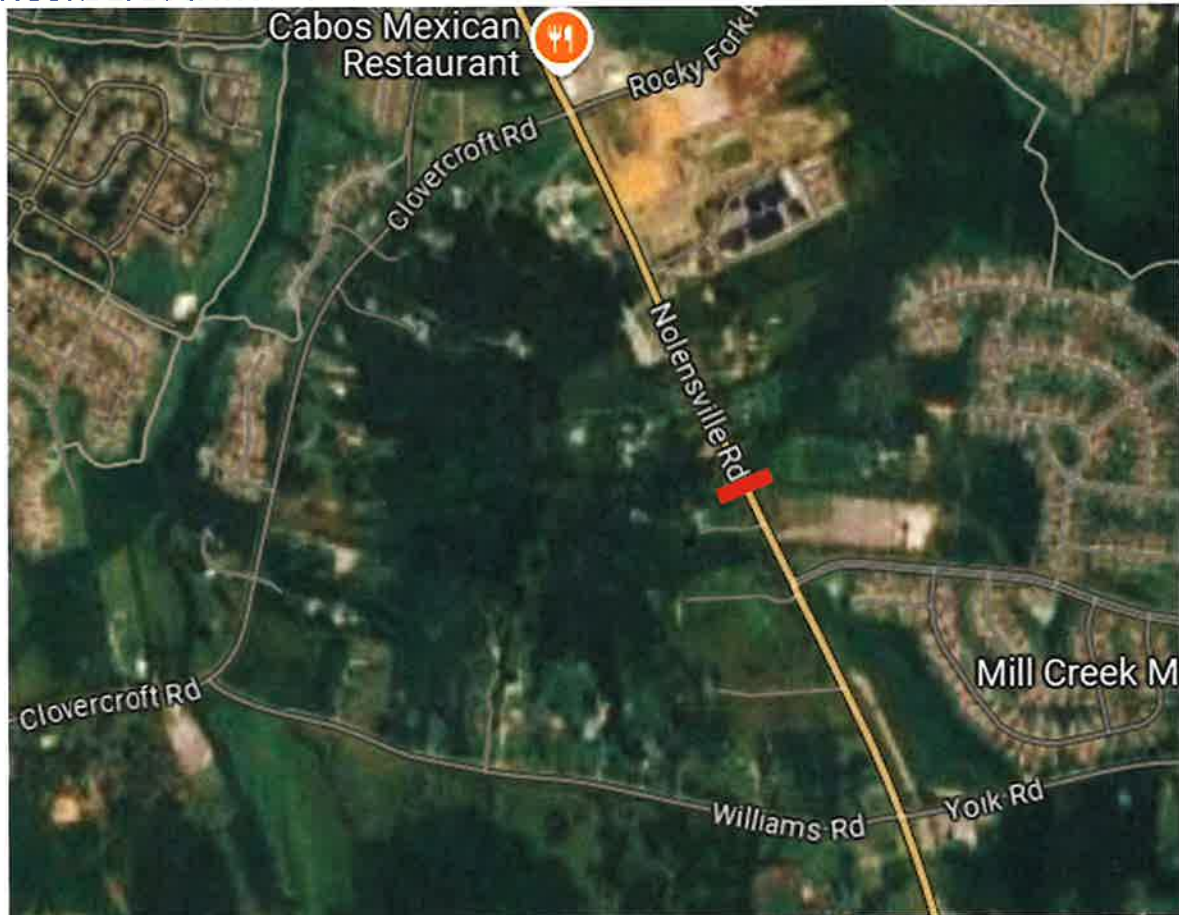


ANALYSIS

Methodology from NCHRP 966 *Posted Speed Limit Setting Procedure and Tool: User Guide* as well as the NCHRP 17-76 Speed Limit Setting Tool was utilized for the analysis.

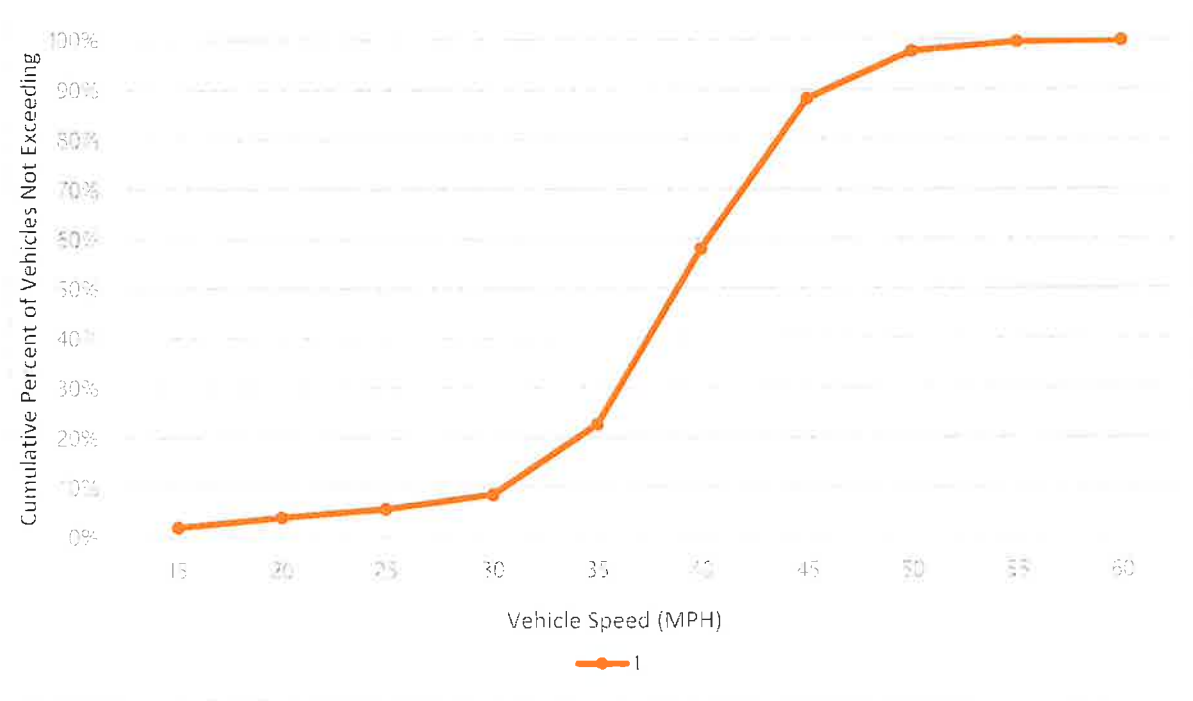
First, the existing 85th percentile speed limit on Nolensville Road within the study area was determined. Specifically, Marr Traffic Data Collection collected 24-hour speed data at one location along Nolensville Road between Rocky Fork Road / Clovercroft Road and Williams Road / York Road for three consecutive weekdays in December 2024 while local schools were in session. Figure 2 presents the location of where the speed data was collected. The detailed speed data is attached.

FIGURE 2. LOCATION OF SPEED DATA SITE



From the collected data, the cumulative percent distribution of vehicle speeds was plotted, as shown in Figure 3. Based on the cumulative percent distribution of the collected data, it was determined that the 85th percentile speed within the study area was approximately 43 mph and the 50th percentile speed was 39 mph. As previously mentioned, the posted speed limit on Nolensville Road is 40 mph within the study area.

FIGURE 3. PERCENT DISTRIBUTION OF VEHICLE SPEEDS



The NCHRP 17-76 Speed Limit Setting Tool was then utilized to determine a speed limit recommendation for this section of Nolensville Road. Specifically, NCHRP 17-76 uses roadway characteristics, such as number of access points, level of pedestrian activity, and lane configuration, along with the observed speed data and crash analysis to establish a recommended speed limit.

Figures 4 and 5 shows the completed worksheets for this stretch of Nolensville Road as both “Developed” and “Full Access” roadway contexts. The “Developed” context refers to principal arterials in suburban environments. The “Full Access” context can be applied to principal arterials in urban environments or local roadways in suburban environments. Due to the roadway context shifting to a slightly more urban experience, both options were analyzed.

FIGURE 4. SPEED LIMIT SETTING TOOL – DEVELOPED CONTEXT

NCHRP 17-76 Speed Limit Setting Tool			
Input Cells	Description	Output Cells	
Site Description Data		Color-Coding Legend	
Yes	Are crash data available?	Aqua = basic input cell	
	User name	Denim = basic input cell with drop-down menu	
	Date	Orange = optional input cell (not needed for calculations)	
Nolensville Road	Roadway name	Green = optional input cell (use if data for agency & region are available, leave blank otherwise)	
From Rocky Fork to Williams	Description	Pink = intermediate calculations	
40	Current speed limit (mph)	Purple = final analysis results	
	Notes	Gray = unneeded input cell based on other input data (e.g., Crash Data section is gray when B5 = no)	
Analysis Results		Advisors, Calculated, or Warning Messages	
Speed limit setting group		Developed	
Suggested speed limit (mph)		40	This value is determined by speed data, site characteristics, & crash data.
Speed Data		Advisors, Calculated, or Warning Messages	
40	Maximum speed limit (mph)		
43	85th-percentile speed (mph)		
39	50th-percentile speed (mph)		
Site Characteristics		Advisors, Calculated, or Warning Messages	
0.87	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
4	Number of traffic signals		
23	Number of access points (total of both directions)	Closest 50th (4.6 signals / mi)	
High / Not separated	Bicyclist activity / bike lane type	32.18 access points / mi	
Adequate	Sidewalk presence / width	Closest 50th	
Present	Sidewalk buffer		
High	Pedestrian activity		
Not high	On-street parking activity		
No	Parallel parking permitted?		
No	Angle parking present?		
No	Adverse alignment present?		
Crash Data		Advisors, Calculated, or Warning Messages	
5	Number of years of crash data		
14,220	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
136	All (KABCO) crashes for crash data period	Observed KABCO crash rate = 602.4 crashes / 100 MVT	
21	Fatal & injury (KABC) crashes for crash data period	Observed KABC crash rate = 93 crashes / 100 MVT	
246.6	Average KABCO crash rate (crashes / 100 MVT)	Average KABCO crash rate for agency & region (provided by user)	
73.1	Average KABC crash rate (crashes / 100 MVT)	Average KABC crash rate for agency & region (provided by user)	
1.3 x average KABCO crash rate (crashes / 100 MVT)		Closest 50th	
320.6			
1.3 x average KABC crash rate (crashes / 100 MVT)			
95.1			
Critical KABCO crash rate (crashes / 100 MVT)			
303.2			
Critical KABC crash rate (crashes / 100 MVT)			
105.0			

FIGURE 5. SPEED LIMIT SETTING TOOL – FULL ACCESS CONTEXT

NCHRP 17-76 Speed Limit Setting Tool		
Input Cells	Description	Output Cells
Site Description Data		
Are crash data available?	Yes	Color-Coding Legend Aqua = basic input cell Denim = basic input cell with drop-down menu Orange = optional input cell (not needed for calculations) Green = optional input cell (use if data for agency & region are available, leave blank otherwise) Rose = intermediate calculations Purple = final analysis results Gray = unneeded input cell based on other input data (e.g., Crash Data section is gray when B5 = no)
User name		
Date		
Nolensville Road	Roadway name	
From Rocky Fork to Williams	Description	
40	Current speed limit (mph)	
	Notes	
Analysis Results		
Speed limit setting group		Full access
Suggested speed limit (mph)		30
Advisory, Calculated, or Warning Messages The calculated value exceeds the upper value for this speed limit setting group; therefore, the suggested speed limit reflects the assumed upper value.		
Speed Data		
40	Maximum speed limit (mph)	Advisory, Calculated, or Warning Messages The assumed upper value for this speed limit setting group is 30 mph.
39	50th-percentile speed (mph)	
Site Characteristics		
0.97	Segment length (mi)	Advisory, Calculated, or Warning Messages 4.6 signals / mi 32.18 access points / mi Rounded-Down 50th
2	Number of lanes (two-way total)	
Undivided	Median type	
4	Number of traffic signals	
28	Number of access points (total of both directions)	
High / Not separated	Bicyclist activity / bike lane type	
Adequate	Sidewalk presence / width	
Present	Sidewalk buffer	
High	Pedestrian activity	
Not high	On-street parking activity	
No	Angle parking present?	
No	Adverse alignment present?	
Crash Data		
5	Number of years of crash data	Advisory, Calculated, or Warning Messages Observed KABCO crash rate = 602.4 crashes / 100 MYMT Observed KABC crash rate = 93 crashes / 100 MYMT Average KABCO crash rate for agency & region (provided by user) Average KABC crash rate for agency & region (provided by user) Rounded-Down 50th
14,220	Average AADT for crash data period (veh/d)	
No	Is the segment a one-way street?	
136	All (KABCO) crashes for crash data period	
21	Fatal & injury (KABC) crashes for crash data period	
246.6	Average KABCO crash rate (crashes / 100 MYMT)	
73.1	Average KABC crash rate (crashes / 100 MYMT)	
1.3 x average KABCO crash rate (crashes / 100 MYMT)	320.6	
1.3 x average KABC crash rate (crashes / 100 MYMT)	95.1	
Critical KABCO crash rate (crashes / 100 MYMT)	303.2	
Critical KABC crash rate (crashes / 100 MYMT)	105.0	

As shown in Figures 4 and 5, under a more suburban context, the tool suggests a 40-mph speed limit, and under a more urban context, the tool suggests a 30-mph speed limit. It should be noted that review of the “Developed” context indicated that the deciding factor was the original posted speed limit in conjunction with the observed 50th percentile speeds. For example, if the location had previously been posted as 30 mph, the tool would most likely have suggested a 30-mph speed limit, as well.

FUTURE DEVELOPMENT

Based on information from the Town of Nolensville, future development along the section of Nolensville Road under study is planned that will change the context of Nolensville Road. The following items will have impact on the traffic flow through the area:

- A fourth approach will be added to the intersection of Nolensville Road and Summerlyn Drive. This approach will connect to a planned Kroger development, and approximately 650 housing units will travel through this approach as a direct access. Summerlyn Drive connects to a middle school and high school, and a total of approximately 750 housing units will have access to the intersection.
- The Town of Nolensville is implementing a greenway trail and sidewalk system along Nolensville Road through an established master plan, with nearly 40% of system included in the approved plans.
- The Town of Nolensville's recently approved zoning ordinance for districts in this area which includes specific requirements for enhancing bicycle and pedestrian activity along Nolensville Road from Williams Road / York Road to the existing 30 mph zone.
- The Town of Nolensville is encouraging walkability in the study area between the proposed Town Square development and the proposed Kroger and Publix developments, as well as other established developments. Recently approved developments in the area were required to include walking distance circles showing pedestrian infrastructure within a 5-minute walk. Additionally, all new development in the area will require bicycle connectivity on the roadway and the greenway trail system.
- The Town of Nolensville has adopted a comprehensive plan that has placed their town center and the majority of their future development density between Rocky Fork Road / Clovercroft Road and Williams Road / York Road. This area will be the only portion of the town that is zoned for 15 units per acre, and the new zoning is changing the character of Nolensville Road from a vehicle-centric corridor into a better multi-modal experience.

SAFETY CONSIDERATIONS

The following safety considerations were also noted through coordination with the Town of Nolensville:

- Due to the presence of schools in the area, the Town of Nolensville has observed increased accidents involving students on the way to/from school.
- Along the study section of Nolensville Road, there are planned to be four traffic lights within a 0.87-mile stretch. It is expected that vehicle speeds will decrease on average over time.

- As discussed, the pedestrian/bicycle infrastructure enhancements in the area will increase multi-modal activity. This risk of pedestrian-related crashes could increase with the increase in multi-modal activity.
- Due to design constraints at the location of the new traffic signal, TDOT and the Town of Nolensville recommended that a speed limit reduction would be necessary to provide added response time for motorists on Nolensville Road.

CONCLUSION

The Town of Nolensville requested that a speed study be conducted within the vicinity of the proposed Nolensville Town Square development to evaluate the need to reduce the speed limit on Nolensville Road from 40 mph to 30 mph. This memorandum provided the results of that speed study.

24-hour speed data was collected at along Nolensville Road between Rocky Fork Road / Clovercroft Road and Williams Road / York Road for three consecutive weekdays in December 2024 while local schools were in session. Based on the speed data, it was determined that the 85th percentile speed within the study area was approximately 43 mph and the 50th percentile speed was 39 mph.

Methodology from NCHRP 966 *Posted Speed Limit Setting Procedure and Tool: User Guide* as well as the NCHRP 17-76 Speed Limit Setting Tool was utilized for the analysis.

While the characteristics and vehicle speeds of the roadway do not currently suggest the need for a speed limit reduction, several contributing factors show that the reduction will be needed. Modifications to the zoning plan will allow for increased density in the area, and approved plans from the Town of Nolensville are expected to increase multi-modal activity. Furthermore, the presence of schools in the area has led to increased traffic incidents with the students in the area. Lastly, through the design process of the Town Square site access intersection, it was also recommended that speed reduction would be necessary to provide added motorist response time on Nolensville Road.

Therefore, it is recommended that the posted speed limit on Nolensville Road between Rocky Fork Road / Clovercroft Road and Williams Road / York Road should be changed from 40 mph to 30 mph.

INTERLOCAL COOPERATION AND MUTUAL AID AGREEMENT

FOR THE

Nashville Fire Department/TN-TF2 US&R/SWIFTWATER RESCUE TEAM

This agreement is entered into by and among the Metropolitan Government of Nashville and Davidson County ("Sponsoring Agency") and the undersigned local government entities ("Participating Agencies") (the Sponsoring Agency and Participating Agencies are referred to collectively as "Agencies" and individually as "Agency") in the State of Tennessee.

WHEREAS, Tennessee Code Annotated, Section 12-9-101 through 12-9-109 *et seq.*, authorizes public agencies in this state to enter into interlocal cooperation agreements; and,

WHEREAS, Tennessee Code Annotated, Section 58-8-102(2) and (3), authorizes local governments to provide one another with emergency assistance and aid; and,

WHEREAS, the Agencies wish to avail themselves of all authority conferred by these statutes and any other provision of law, to create and operate a US&R/Water Rescue Team which will provide response and rescue services throughout the area of the Metropolitan Government of Nashville and Davidson County/Homeland District 5, and statewide as requested, in accordance with Tennessee Code Annotated Section 58-8-101 *et seq.*, "Mutual Aid and Emergency and Disaster Assistance Act of 2004," and nationally through Emergency Management Assistance Compact (EMAC) requests; and,

WHEREAS, it is deemed in the public interest by the parties hereto that such a multi-jurisdictional Water Rescue Team be created.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **CREATION AND PURPOSE.** The TN-TF2 US&R/Swiftwater Rescue Team (Team) is hereby created to provide a coordinated multi-disciplined approach to the management of minor, major, or catastrophic disasters and large-scale or complex incidents involving swiftwater rescue and floodwater reconnaissance and evacuations.

2. **MANAGEMENT AND ADMINISTRATION.** The Sponsoring Agency shall develop and adopt the program training, education, and membership requirements for members, and the qualifications and credentialing requirements in order to meet or exceed the National Incident Management System (NIMS) National Qualification System and other nationally acceptable standards.

3. **CONTRIBUTION OF AGENCIES.** The Agencies agree to participate in the formation and operation of the Team.

4. FINANCIAL MATTERS. The financial affairs of the Team will be conducted in accordance with the state law and the procedures established by the State Comptroller. Each Agency will remain responsible for equipment needed by team members employed by their Agency.

5. PROPERTY OF THE TEAM

5.1 Personal Property and Equipment. Each Agency will assist in making available the property and equipment necessary for the operation of the Team. All property and equipment supplied by an Agency to the Team will remain the property of the contributing Agency.

5.2 Real Property. The Team has no authority to purchase real property or hold real property in the name of the Team.

6. PERSONNEL MATTERS.

6.1 US&R Swiftwater Rescue Team Members. TN-TF2 US&R/ Swiftwater Rescue Team members must be full time, part time, or volunteer members of an Agency.

6.2 Employee Status and Benefits. Each member assigned to the Team will remain an employee of their respective Participating Agency for the purposes of compensation and benefits. Salaries will be paid by the respective Participating Agency, and each member will retain all rights, privileges, and benefits offered by the respective Participating Agency, including, but not limited to, insurance, retirement, seniority, promotional consideration, and workers' compensation.

7. POLICIES. Members assigned to the Team remain obligated to follow the rules and policies of the TN-TF2 US&R/Swiftwater Rescue Team and the Participating Agency employing them.

8. STATUS OF SWIFTWATER RESCUE TEAM MEMBERS. The Sponsoring Agency and each Participating Agency agree that all members assigned to the Team will be entitled to all rights, privileges, exemptions, and immunities in every jurisdiction covered by this Agreement as if such duty or activity were performed within the jurisdiction of the Participating Agency by which the member is employed.

9. LIABILITIES.

9.1 Members Assigned to the Team Remain Employees of Employing Agency. Each member assigned to the Team will remain an employee of the Agency where the member was employed prior to the assignment. The conduct and actions of such member will remain the responsibility of the employing Agency. Any liability arising from the actions of a member engaged in Team activities will be assumed by the employing Agency in the same manner and to the same extent as if the actions were committed within the jurisdiction of the employing Agency during the normal course of the member's employment, independent of the Team.

Team members will be considered employees of the Agency hiring them, within the meaning of the Tennessee Governmental Tort Liability Act. At no time will such officers be considered the employee of any other Agency or of the Team.

9.2 No Assumption of Liability for Non-Employees. No Agency is assuming any liability for itself or its employees for the actions of any employees of another Agency assigned to the Team.

10. DURATION AND TERMINATION OF AGREEMENT. The duration of this Agreement is perpetual. The Agreement will be terminated with respect to a Participating Agency by the withdrawal of the Participating Agency. A Participating Agency may withdraw at any time, provided it gives written notice of its intent to withdraw to the Mayor of the Sponsoring Agency at least ninety (90) days prior to the effective date of the withdrawal. The Agreement will be completely terminated by agreement of the Participating Agencies or where there is only one local government which has not withdrawn.

11. ADDITION OF PARTIES. Local governmental entities with resources and personnel that have completed the membership requirements of the TN-TF2 US&R/Swiftwater Rescue Team may become parties to this Agreement by providing notice to the Mayor of the Sponsoring Agency. Upon approval of this Agreement by the governing body of the governmental entity seeking participation, this Agreement is deemed to be modified to include such governmental entity as a Participating Agency.

12. EFFECTIVE DATE. This Agreement will take effect after its terms are approved by the governments which are parties hereto.

13. EXECUTION OF AGREEMENT. This Agreement shall be valid only when it is approved by the Metropolitan Council and executed by the Mayor of the Metropolitan Government of Nashville and Davidson County, and the city mayors, or other authorized representatives of the Participating Agencies, pursuant to the resolution of each jurisdiction authorizing them to so execute.

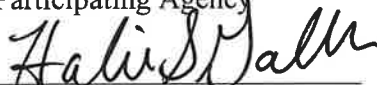
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and of this year.

Metropolitan Government of Nashville and Davidson County
Sponsoring Agency

Mayor Freddie O'Connell

Executed: _____
Date

The Town of Nolensville
Participating Agency


Halie Gallik, Mayor

Executed: 5-1-2025
Date

Town of Nidensville

Participating Agency

Halina S. Yalch

Mayor

Executed: 5-1-2025
Date

Approved as to Form and Legality: [Signature] H 31232
Attorney