

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	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: _____
Approved by OMB: _____ Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____		

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: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

Resolution No. _____

A resolution approving an intergovernmental agreement by and between the Nashville Fire Department, Fire Marshal's Office ("NFD"), and the City of Goodlettsville ("Goodlettsville"), for the provision of construction development plan review and building safety inspection services within the City of Goodlettsville.

WHEREAS, NFD and Goodlettsville desire to enter an agreement for the provision of construction development plan review, and building safety inspection services within the City of Goodlettsville; and,

WHEREAS, NFD shall assist by conducting fire and safety inspections, and plan review for construction and development, limited to the area of new development on approximately 57 acres formerly known as Rivergate Mall; and,

WHEREAS, Goodlettsville will still conduct building inspections, and will issue the final Certificate of Occupancy on buildings inside the City limits, once Metro Codes mechanical electrical, plumbing and fire inspections have been completed; and,

WHEREAS, approval of this agreement is in best interest of the citizens of The Metropolitan Government of Nashville and Davidson County.

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 the Nashville Fire Department, Fire Marshal's Office ("NFD"), and the City of Goodlettsville ("Goodlettsville"), for the provision of construction development plan review and building safety inspection services within the City of Goodlettsville, attached hereto and incorporated herein, is hereby approved.

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

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/mjw
Jenneen Reed, Director
Department of Finance

INTRODUCED BY:

APPROVED AS TO FORM AND LEGALITY:

Lexie A. Ward
Assistant Metropolitan Attorney

Member(s) of Council

AGREEMENT BETWEEN
THE NASHVILLE FIRE DEPARTMENT, FIRE MARSHAL'S OFFICE
AND THE CITY OF GOODLETTSVILLE

This Agreement is entered into by and between the Nashville Fire Department, Fire Marshal's Office ("NFD") and the City of Goodlettsville ("City") for the provision of construction development plan review and building safety inspection services within the City of Goodlettsville, as further described in the Scope of Services.

The City requires a building permit and plan review for structures built inside the city limits. The City Planning and Codes office will conduct building inspections, i.e. footing, framing, and insulation. The City will issue the final Certificate of Occupancy on buildings inside the City limits, once Metro Codes mechanical electrical, plumbing and fire inspections have been completed.

1. SCOPE OF SERVICES

1.1 NFD shall conduct fire and life safety inspections, and plan reviews for construction and development within the City of Goodlettsville, limited to new development on approximately 57 acres formerly known as Rivergate Mall. This includes the portions of Parcels 02614006300 and 02614006200 located within Goodlettsville, generally bounded east of Rivergate Parkway, extending north to Rivergate Drive, and to the eastern boundaries of both parcels. NFD may also conduct inspections in response to complaints or requests by the City of Goodlettsville.

1.2 NFD shall require fire and life safety permits, and perform required plan reviews and inspections in accordance with applicable codes as adopted by the Metropolitan Government of Nashville and Davidson County.

1.3 Copies of NFD fire inspection reports shall be made available upon request to the City for construction and development projects permitted by the Goodlettsville Community Development Offices.

1.4 NFD shall ensure that all contractors and developers comply with all applicable regulations. If discrepancies or deficiencies are found, the permit holder must submit a Plan of Corrective Action (POCA) within ten (10) days. Failure to submit or correct deficiencies may result in enforcement actions, including permit suspension or stop-work orders.

1.5 NFD shall maintain accurate records of inspections, permits, and enforcement activities in compliance with applicable record-retention laws. The City shall have the right to inspect such records upon reasonable notice.

1.6 NFD shall require any construction or development project, within the designated area described above, in Goodlettsville city limits to obtain all applicable fire and life safety permits

as adopted by the Metropolitan Government. This includes trade permits, operational permits, and use/occupancy permits related to fire and life safety.

2. TERM OF AGREEMENT

This Agreement shall become effective upon approval by the parties and the Metro Council and filing with the Metro Clerk ("Effective Date"). The term shall be twenty-four (24) months from the Effective Date. The parties may extend the term in writing up to thirty-six (36) months total. Either party may terminate this Agreement with ninety (90) days' written notice.

3. PAYMENT TERMS

Permit applicants shall be responsible for all fees associated with fire and life safety permits and required trade permits through NFD's permitting system. Under this Agreement, NFD's services shall result in no cost to Goodlettsville, nor shall Goodlettsville receive payment for services performed by NFD.

4. STANDARD TERMS AND CONDITIONS

4.1 Required Approvals: This Agreement shall not be binding upon the parties until it has been signed first by the City and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Agreement shall be effective as of the Effective Date defined above.

4.2 Modification and Amendment: This Agreement may be amended at any time by the mutual written consent of the Parties. Modification within the scope of this Agreement shall be made by the issuance of a fully executed addendum prior to any changes in responsibilities being performed.

4.3 Termination for Convenience: Any party may terminate this Agreement with ninety (90) days' written notice. Such action is not a breach of contract.

4.4 Termination for Cause: A party may terminate immediately if another party fails to fulfil its obligations. The terminating party retains rights to damages due to breach.

4.5 Subcontracting: No party may assign or subcontract services under this Agreement without prior written approval of the other party.

4.6 Nondiscrimination: The parties shall not discriminate based on disability, age, race, color, religion, sex, national origin, or other protected classifications.

4.7 Records: NFD will maintain documentation for three (3) years following the final date of this Agreement and make such records available for audit by the City upon reasonable notice.

4.8 Progress Reports: NFD shall submit progress reports to the City as reasonably requested.

4.9 Strict Performance: Failure to enforce any provision shall not constitute a waiver of any provision of this Agreement. Amendments to this Agreement must be made in writing pursuant to section 4.2.

4.10 Independent Contractor: The parties act as independent entities and do not create an employer/employee relationship.

4.11 Tort Liability: NFD is governed by the Tennessee Governmental Tort Liability Act, TCA §29-20-101 et seq.

4.12 Force Majeure: The parties shall be excused for the period of any delay and shall not be deemed in default with respect to this agreement when prevented from so doing by cause or causes beyond the parties' control, which shall include, without limitation, all labor disputes, fire or other casualty, acts of God, fire, flood, riot, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the respective parties.

4.13 Compliance with Law: All parties shall comply with applicable federal and state laws.

4.14 Governing Law: This Agreement shall be construed and interpreted according to the laws of the State of Tennessee. Any actions between the parties arising from this Agreement shall be maintained in the Circuit or Chancery Courts of Davidson County, Tennessee.

4.15 Completeness: This Agreement 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 and shall supersede all prior agreements.

4.16 Severability: Should any provision of this Agreement 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 Agreement.

4.17 Confidentiality: 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. Nothing in this Agreement shall prohibit NFD or Metro from disclosing information that is classified as a public record under the Tennessee Public Records Act. The provisions of this section are not intended to cover any information which is classified as a

public record under the Tennessee Public Records Act. These obligations survive termination of the Agreement.

4.18 Indemnification: NFD and Metro shall not indemnify, defend, and hold harmless the City from any claims, losses, or liabilities arising from its own negligent or wrongful acts or omissions.

5. SPECIAL TERMS AND CONDITIONS

5.1 Conflicting Terms: If any special term conflicts with the standard terms, the special term shall control.

5.2 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
615-862-5421

City of Goodlettsville:

Tim Ellis, City Manager
City of Goodlettsville
105 S. Main St.
Goodlettsville, TN 37072
tellis@goodlettsville.gov
615-851-2200

Notices are effective upon receipt or confirmation.

IN WITNESS WHEREOF

NASHVILLE FIRE DEPARTMENT

Signature: Lawrence Hutchison Date: 6/15/2026

Printed Name & Title: Lawrence Hutchison , Fire Marshal

CITY OF GOODLETTSVILLE

Signature:  Date: 6/15/2026

Printed Name & Title: Tim Ellis City Manager