

LEGISLATIVE TRACKING FORMFiling for Council Meeting Date: 01/20/26☐ Resolution ☒ Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution approving a memorandum of understanding entered into by and between the Metropolitan SportsAuthority ("Sports Authority") and the Metropolitan Nashville Police Department ("MNPd"), for the purchasing and deployment of MeridianBarriers.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: _____

Approved by OMB: _____

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: _____

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 approving a memorandum of understanding entered into by and between the Metropolitan Sports Authority ("Sports Authority") and the Metropolitan Nashville Police Department ("MNPDP"), for the purchasing and deployment of Meridian Barriers.

WHEREAS, the Sports Authority and the MNPDP desire to establish an understanding and plan for the purchasing and deployment of Meridian Barriers for use at Sports Authority facilities, and for use by MNPDP; and

WHEREAS, the Sports Authority intends to purchase these barriers to secure their facilities whenever needed, but desires to loan the barriers, when not in use, to MNPDP for use; 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 memorandum of understanding by and between the by and between the Metropolitan Sports Authority ("Sports Authority") and the Metropolitan Nashville Police Department ("MNPDP"), for the purchasing and deployment of Meridian Barriers, 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:



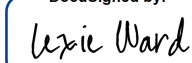
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Jenneen Reed

Director of Finance

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO FORM
AND LEGALITY:



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Assistant Metropolitan Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE METROPOLITAN SPORTS AUTHORITY
AND
THE METROPOLITAN NASHVILLE POLICE DEPARTMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the Metropolitan Sports Authority (“Authority”) and the Metropolitan Nashville Police Department (“MNPDP”). Each individually will be referred to as “Party” or collectively as “Parties.”

WHEREAS, the Parties desire to establish an understanding and plan for the purchasing and deployment of Meridian Barriers for use at Authority facilities, and for use by MNPDP; and

WHEREAS, the Authority intends to purchase these barriers to secure their facilities whenever needed, but desires to loan the barriers, when not in use, to MNPDP for use; and,

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- I. PURPOSE OF MOU. The purpose of this MOU is to set forth the obligations of the Parties with respect to the purchase and deployment of the Meridian Barriers.
- II. AUTHORITY. This MOU is made and entered into pursuant to the authority contemplated by Tennessee Code Annotated Section 12-9-101 et seq., which provides that one (1) or more public agencies may contract with any one (1) or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into is authorized by law to perform; provided that such MOU shall be authorized by the governing body of each Party.
- III. GENERAL RESPONSIBILITIES OF THE AUTHORITY
 - a. The Authority shall purchase the barriers, as needed, for use at their facilities.
 - b. The Authority shall store the barriers at their own expense, in a location of their choosing.
 - c. The Authority shall be responsible for the general maintenance and upkeep of the barriers while the barriers are in custody of the Authority and while the barriers are being used at Authority events.
 - d. Should the barriers be damaged while in custody of the Authority, the Authority shall have the right to seek reimbursement of the costs to fix or replace the barriers pursuant to any warranty for the barriers provided by Meridian.
 - e. The Authority shall likewise have the right to seek reimbursement of the costs to fix or replace the barriers pursuant to any insurance policy it owns that would provide coverage for such costs.
 - f. The Authority shall cooperate with MNPDP to make known when the barriers are available for MNPDP use.
 - g. The Authority shall ensure that at least one Safety Act certified individual is on site when barriers are deployed.

IV. GENERAL RESPONSIBILITIES OF MNPDP

- a. MNPDP shall cooperate with the Authority to ascertain when the barriers are available for MNPDP use.
- b. If the barriers are available for use, and if MNPDP makes a prior request to use the barriers, and if that request is approved by the Authority, MNPDP shall retrieve the barriers for use, and, if the barriers are retrieved from an Authority-owned facility, shall return the barriers to the Authority-owned facility when not in use.
- c. MNPDP shall ensure that at least one Safety Act certified person is onsite when barriers are deployed.
- d. Should the barriers be damaged while in MNPDP custody, MNPDP will make reasonable efforts to advise the Authority of the damage as soon as possible.
- e. Should the barriers be damaged while in MNPDP custody, the Authority shall make reasonable efforts to seek reimbursement for the costs to fix or replace the barriers through Meridian under the company's warranty or through any applicable insurance policy owned by the Authority which may provide coverage for such costs. Should any or all of the costs to fix or replace the barriers not be covered by the Meridian warranty or an Authority-owned insurance policy, MNPDP shall be responsible for the costs associated with the damage that occurred during MNPDP use.
- f. From time to time, there may be instances where the Authority requires the use of more barriers beyond the number of barriers being purchased by the Authority. In such instances, the Authority is permitted and will make reasonable efforts to request additional barriers for use from MNPDP as early as possible detailing the periods when the additional barriers need to be used, and, if MNPDP has the capacity to lend additional barriers to the Authority for use at an Authority-owned venue, MNPDP will deploy the requested barriers and retrieve them after use by the Authority.

V. TERM. The initial term of this MOU shall commence on the date this MOU is fully executed by the Parties and filed with the Metropolitan Clerk and shall continue for 60 months.

VI. TERMINATION. Any Party may terminate this MOU at any time by providing thirty (30) calendar days written notice to the other Party. Such termination shall not affect in any manner any prior existing obligations between the Parties.

VII. RELATIONSHIP OF THE PARTIES. This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this MOU.

VIII. COOPERATION. The Parties agree to cooperate fully to successfully execute the terms and conditions of this MOU, including obtaining all approvals required by this MOU, recognizing that the intent of each Party is to serve the individual interest of each Party while respecting the conditions and obligations of this MOU.

IX. LIMITATION OF LIABILITY. Each Party shall be responsible for its own actions and the actions of its employees, contractors, subcontractors, and agents conducted pursuant to this MOU. No Party shall be liable for claims against another Party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

X. GENERAL TERMS.

- a. Choice of Law and Forum. This MOU shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this MOU, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively the Circuit Courts of Davidson County, Tennessee.
- b. Waiver. No waiver of any provision of this MOU shall be valid unless in writing and signed by the parties against whom charged.
- c. Headings. The headings in the MOU are for convenience and reference and are not intended to define or limit the scope of any provision of this MOU.
- d. Employment Practices. No party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. The Parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts, and all other applicable laws.
- e. Severability. If any one or more of the covenants, agreements, or provisions of this MOU shall be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this MOU.
- f. Compliance with Laws. The Parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws, and shall secure all necessary permits and licenses and keep the same in force during the term of this MOU.
- g. Notices. All notices, demands, and requests to be given hereunder by any Party shall be in writing and must be sent by mail or email and shall be deemed properly given if tendered at the address below or at such other address as any Party shall designate by written notice to the other Parties.
- h. Entire Understanding and Modifications in Writing. This MOU and any exhibits included herewith at the time of execution of this MOU contain the entire MOU between the parties, and no statement, promises, or inducements made by any party or agency of any party that is not contained in this MOU shall be valid or binding, and this MOU may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.
- i. Effective Date. This MOU shall commence and be effective on the date this MOU is fully executed by the Parties and filed with the Metropolitan Clerk.

**THE METROPOLITAN
SPORTS AUTHORITY**

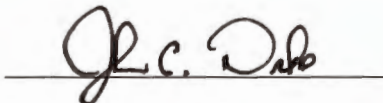
AGREED BY:



Date: **November 20, 2025**
Cathy Bender, Chair
Metropolitan Sports Authority

**METROPOLITAN NASHVILLE
POLICE DEPARTMENT**

AGREED BY:



Date: **11-24-25**
Chief John C. Drake
Metropolitan Nashville Police Department