

Memorandum of Understanding Between
the Nashville Police Activities League and
the Metro Nashville Police Department

- A. The purpose of this agreement (the “Agreement”) is to outline the coordination of youth outreach and support between the Nashville Police Activities League and the Metropolitan Nashville Police Department. The Nashville Police Activities League (Nashville P.A.L.), a non-profit organization, exists to engage, mentor, educate, and empower youth to grow within their communities and have a positive impact on their neighborhoods. The Metropolitan Nashville Police Department (“MNPDP”) provides community-based police services to the public so they can experience a safe and peaceful Nashville. Through the development of a Nashville Police Activities League Section within MNPDP, the Nashville P.A.L. and the MNPDP seek to develop youth activities, which will focus on mentorship, education, intervention, and skills development. To further these goals, Nashville P.A.L. and the MNPDP enter this Agreement, subject to the following terms:
- B. Program Design
- a. Foster relationships with youth, community stakeholders, police, other first responders, and appropriate resources, with the goal of mentoring youth to reduce youth victimization and violence.
 - b. Provide an alternate/additional resource for schools to assist with intervention where students are deemed to need additional support where appropriate.
 - c. Create programs for youth to promote an active and healthy lifestyle.
- C. Nashville P.A.L. agrees to the following:
- a. Provide a board of directors to work as advisors and handle the business operations of the Nashville P.A.L. non-profit organization.
 - b. The board will be responsible for all aspects of business operations, including but not limited to:
 - i. Tax and business filings.
 - ii. Financial responsibility.
 - iii. Payroll and human resource responsibilities of any employees and volunteers of Nashville P.A.L.
 - iv. Regular meetings between Nashville P.A.L. and MNPDP to promote open communication and collaboration on youth programs.
 - v. Fundraising for, and promotion of, youth activities and programs.
 - vi. Maintaining adequate insurance as described in this Agreement.
 - c. Review youth program information and provide advice on existing and new youth programs.
 - d. Provide support to program participants through program sponsorship, to include but not limited to, equipment or property usage or acquisition, direct youth scholarship/sponsorship opportunities, and expendable goods acquisition.
 - e. Nashville P.A.L. shall be responsible for the supervision, hiring, and firing of its staff and volunteers.

- D. Metro Nashville Police Department agrees to the following:
- a. Provide opportunities for officers to participating in activity programming with Nashville P.A.L. and MNPDP.
 - b. Provide a section of officers to work with the Nashville P.A.L. as coaches and mentors and to provide planned programming.
 - c. Provide a representative to attend meetings with the Nashville P.A.L. board to promote open communication and collaboration on programs.
 - d. Provide a point person within the MNPDP leadership who is dedicated to addressing any issues that may arise under this agreement.
 - e. Provide and review relevant data regarding existing programming.
 - f. Assist with the continued fostering of relationships with community partners.
 - g. Assist with promotion of programs available through Nashville P.A.L.
 - h. MNPDP shall be responsible for the supervision, hiring, and firing of its staff and volunteers.

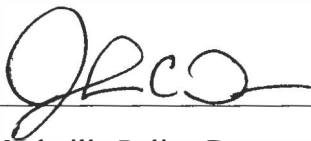
Both Parties agree to the following assurances:

1. This agreement shall commence upon approval by the parties and the Metropolitan Council. Either party may terminate this Agreement without cause by providing at least 30 days prior written notice.
2. This Agreement shall not be assigned by either party in any manner or by operation of law. Any such assignment is deemed null and void.
3. Either party may contact the other at any time to review this Agreement and make modifications as needed. Any modifications to this Agreement must be included in an instrument in writing signed by a duly authorized representative of each of the parties, effective as of the date stipulated therein.
4. Each party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Neither party shall hold itself out in a manner contrary to the terms of this paragraph.
5. The parties agree to comply with any applicable federal, state, and local laws and regulations.
6. The Metropolitan Government of Nashville will not indemnify, defend, or hold harmless in any fashion Nashville P.A.L. from any claims regardless of any language in any attachment or other document that Nashville P.A.L. may provide.
7. Nashville P.A.L. shall indemnify, defend, and hold harmless Metro, its officers, agents, and employees, from any claims, damages, costs, and attorney fees, for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Nashville P.A.L., its officers, employees, volunteers, and/or agents, including its sub or independent contractors (other than Metro), in connection with the performance of the contract.
8. Nashville P.A.L. shall maintain the following insurance policies: commercial crime insurance policy with a minimum limit to adequately cover its financial exposure; professional liability insurance policy with a minimum limit of one million dollars (\$1,000,000); general liability policy with a minimum limit of one million dollars

(\$1,000,000); sexual abuse and molestation policy with a minimum limit of one million dollars (\$1,000,000); workers compensation with a minimum limit of one hundred thousand dollars (\$100,000); and automobile liability insurance with a minimum limit of one million dollars (\$1,000,000). The Metropolitan Government shall be named as an additional insured on the general liability and automobile insurance policies. Nashville P.A.L. shall provide Metro's Director of Insurance a certificate of insurance on an Acord 25 form listing the required coverage and including the Metropolitan Government as a certificate holder before this agreement may be approved.

9. This Agreement shall be construed in accordance with, and interpreted and governed by, the laws of the State of Tennessee, without regard to any other state's conflicts of law provisions. This Agreement, and the attached documents (if any), constitutes the entire agreement of the parties on the subject matter of the Agreement and supersedes any previous communication or agreements between parties.
10. The Parties hereby agree that no employee or volunteer of Nashville P.A.L. is considered a governmental employee pursuant to T.C.A. § 29-20-107.
11. The Parties agree that all volunteers will take part in an application process including, but not limited to, a thorough background check before being allowed to participate in any programming. Further, background checks for volunteers will be performed on an annual basis.
12. Should any provision of this contract 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 contract.

The above-mentioned responsibilities and assurances have been agreed upon by all parties involved.



Metro Nashville Police Department

4-26-24

Date



Nashville Police Activities League

4/18/24

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurlynx LLC 401 Monroe Turnpike Monroe CT 06468		CONTACT NAME: Cindy Hartsburg PHONE (A/C No. Ext): 203.538.0508 E-MAIL ADDRESS: chartsburg@insurlynx.com FAX (A/C, No): 888.809.2345	
INSURED Nashville Police Activities League P.O. Box 196399 Nashville TN 37219-6399		INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA IND INS CO INSURER B: PHILADELPHIA IND INS CO INSURER C: INSURER D: INSURER E: INSURER F: PHILADELPHIA IND INS CO	
		NAIC # 18058 18058 18058	

COVERAGES

CERTIFICATE NUMBER: 1909

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: SEXUAL ABUSE	N	N	PHPK2629205	01/18/2024	01/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EACH OCC/AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
F	Accident			PHPA149724	01/18/2024	01/18/2025	EACH OCCURRENCE \$50,000 AGGREGATE \$50,000 RETENTION \$0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

B. D&O - Policy: PHSD1850146 Effective date: 01/04/2024 Expiration: 01/04/2025; Limit: \$1,000,000 Aggregate: \$1,000,000; \$2,500 RETENTION

CERTIFICATE HOLDER**CANCELLATION**

Metro Nashville Government ATTN: Phylinda Ramsey P.O. Box 196300 Nashville TN 37219	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cindy Hartsburg
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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw

Finance Director
Department of Finance

05/02/2024

Date

APPROVED AS TO INSURANCE
REQUIREMENTS:

Balogun Cobb

Director of Insurance
Metropolitan Government

April 26, 2024

Date

APPROVED AS TO FORM AND LEGALITY:

Phylinda Ramsey

Assistant Metropolitan Attorney

April 26, 2024

Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date