

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED STATES
CAPITOL POLICE AND
METROPOLITAN NASHVILLE POLICE DEPARTMENT**

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into by and between the United States Capitol Police ("USCP") and the Metropolitan Nashville Police Department ("MNPd"), in the State of Tennessee, collectively referred to as the "Parties," for the purpose of reimbursing the MNPd for agreed upon law enforcement services.

II. BACKGROUND

The USCP is a federal law enforcement agency under the Legislative Branch of Government. It is the mission of the USCP to protect the Congress – its Members, employees, visitors, and facilities – so it can fulfill its constitutional and legislative responsibilities in a safe, secure and open environment. The USCP Office of Protective and Intelligence Operations (P&IO) has the statutory requirement pursuant to 2 U.S.C. §1966 to protect the Members of Congress when security considerations so require. In order to fulfill this responsibility, P&IO requires augmentation of its capabilities in the form of law enforcement support within the MNPd's jurisdiction.

The MNPd is a law enforcement agency serving the City of Nashville in the State of Tennessee. MNPd's mission is to provide community-based police products to the public so they can experience a safe and peaceful Nashville.

III. PURPOSE

- A. The purpose of this MOU is to set forth the terms by which the USCP will reimburse the MNPd for the protective services specified in Section IV(A), such services to commence on the date the MOU is fully executed.
- B. This MOU is an agreement between the Parties and is not intended and should not be construed, to create or confer any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against MNPd, USCP, or any state, locality, or other entity.

IV. RESPONSIBILITIES OF MNPd UNDER THIS MOU

- A. Upon request from USCP, and agreement by the MNPd based on available resources, the MNPd shall provide support and enhancements to the USCP protective mission for Congressional events and/or USCP protective operations occurring in the MNPd's jurisdiction. Services may involve the expenditure of overtime by the MNPd. During the events and/or protective operations, the MNPd shall maintain routine communications with USCP leadership as necessary.
- B. The MNPd agrees to provide the USCP with a summary of expenses incurred in connection with the MNPd's provision of services requested by the USCP, to include law enforcement services, equipment, and resources utilized on behalf of the USCP. This summary will be consistent with the format for record keeping provided by the USCP.
- C. The MNPd will secure prior, explicit approval for any expenditure on equipment used to support USCP requests where reimbursement will be sought.
- D. The MNPd will submit invoices within 120 days of having provided the relevant services/support to ensure payment.

V. RESPONSIBILITIES OF USCP UNDER THIS MOU

- A. The USCP agrees to provide the necessary funds due to the MNPd as part of this MOU between both parties. The USCP shall promptly pay all invoices submitted by the MNPd regarding services provided pursuant to this MOU.
- B. The USCP agrees to bear its own costs in relation to this MOU.

VI. DURATION OF THIS MOU

This MOU will continue in force until it is terminated by either party, but no longer than sixty (60) months. Either party may terminate this MOU after giving 30 days' written notice to the other Party.

VII. FUNDING

No provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. Reimbursements and expenditures under this MOU shall be subject to the USCP's budgetary processes and to the availability of funds.

VIII. SEVERABILITY

Nothing in this MOU shall be construed to conflict with current law. If a term of this MOU is inconsistent with such authority, that term shall be invalid to the extent of the inconsistency. The remainder of that term and all other terms of this MOU shall remain in effect.

IX. NOTICE

The following individuals are the contact points for each Party under this MOU:

Jeanita Mitchell
Acting Assistant Chief of Police for
Protective and Intelligence Operations
United States Capitol Police
119 D Street, NE
Washington, DC 20510
(C) 202-384-8720

Lieutenant Derek Smith
Nashville Police Department (TN)
615-339-4898
Derek.Smith@nashville.gov

The Parties will provide notification of any changes to the contact points.

X. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XI. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules, and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as follows:

UNITED STATES CAPITOL POLICE:

MICHAEL G. SULLIVAN
CHIEF OF POLICE, UNITED STATES CAPITOL POLICE

Date: _____

METROPOLITAN NASHVILLE POLICE DEPARTMENT:



JOHN DRAKE
CHIEF OF POLICE, METROPOLITAN NASHVILLE POLICE DEPARTMENT

Date: 7-30-25