D-26-14225

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 07/21/26 ☐ **Resolution** ☑ **Ordinance**

Contact/Prepared By: _____ **Date Prepared:** _____

Title (Caption): An ordinance approving a Memorandum of Understanding by and between the Public Safety Cadets ("PSC") and the Metropolitan Nashville Police Department ("MNPD"), to mentor young adults by providing knowledge, skills, and practical experiences through education and training by public safety professionals.

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):

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

FINANCE **Amount +/-: $** _____ **Match: $** _____

Funding Source:

- Capital Improvement Budget
- Capital Outlay Notes
- Departmental/Agency Budget
- Funds to Metro
- General Obligation Bonds
- Grant
- Increased Revenue Sources
- Judgments and Losses
- Local Government Investment Project
- Revenue Bonds
- Self-Insured Liability
- Solid Waste Reserve
- Unappropriated Fund Balance
- 4% Fund
- Other: _____

Approved by OMB: _____ Date to Finance Director's Office: _____

Approved by Finance/Accounts: _____ **APPROVED BY**

Approved by Div Grants Coordination: _____ **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***

Ordinance No. _____

An ordinance approving a Memorandum of Understanding by and between the Public Safety Cadets ("PSC") and the Metropolitan Nashville Police Department ("MNPD"), to mentor young adults by providing knowledge, skills, and practical experiences through education and training by public safety professionals.

WHEREAS, the Public Safety Cadets and the Metropolitan Nashville Police Department desitre to enter into the attached Memorandum of Understanding regarding a program to educate and mentor youth; and,

WHEREAS, the MOU documents the conditions for participating in the program and events operated and maintained by Public Safety Cadets to establish a mutually beneficial relationship by the PSC and MNPD to foster a greater understanding between youth and the public safety organizations within their community through the use of PSC programs and resources; and,

WHEREAS, it is to the benefit of the citizens of the Metropolitan Government of Nashville and Davidson County that this MOU be approved.

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

Section 1. That the Memorandum of Understanding by and between the Public Safety Cadets ("PSC") and the Metropolitan Nashville Police Department ("MNPD"), to mentor young adults by providing knowledge, skills, and practical experiences through education and training by public safety professionals, a copy of which is attached hereto and incorporated herein, is hereby approved.

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

RECOMMENDED BY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/mjw

Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Lexie A. Ward

Assistant Metropolitan Attorney

INTRODUCED BY:

_____

_____

_____
Member(s) of Council

MEMORANDUM OF UNDERSTANDING
BETWEEN
PUBLIC SAFETY CADETS
AND THE
METROPOLITAN NASHVILLE POLICE DEPARTMENT
REGARDING
A PROGRAM TO EDUCATE AND MENTOR YOUTH

1. **PARTIES.** The following Parties hereby enter into this Memorandum of Understanding (MOU): Public Safety Cadets (PSC), a Commonwealth of Virginia Nonstock, Nonprofit, Corporation and the following named agency/organization:

Metropolitan Nashville Police Department ("MNPD")

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2. **BACKGROUND.** PSC was established as a nonprofit corporation on September 11, 2018 to mentor young adults in order to help them become contributing members of the community by providing knowledge, skills and practical experiences through education and training delivered in the workplace by public safety professionals that build character, physical fitness, and respect for the rule of law and human and civil rights.

3. **PURPOSE.** The purpose of this MOU is to document the conditions for participating in the program and events operated and maintained by Public Safety Cadets in order to establish a mutually beneficial relationship by the Parties to foster a greater understanding between youth and the public safety organizations within their community through the use of PSC programs and resources.

4. **RESPONSIBILITIES.**

A. Public Safety Cadets: Is responsible for:

1. Providing outreach, support, service, structure, governance, guidance and standard operating procedures to assist the participating agency/organization succeed in their use of the PSC program.
2. Obtaining general liability and supplemental accident medical insurance to cover all registered participants in their official and individual capacities against personal liability judgements arising from official Public Safety Cadet activities. Coverage details are available on the PSC website or by request.
3. Providing education and training to adult Mentors and volunteers to include Public Safety Cadets Youth Safety and Abuse Prevention Training.

4. Organizing national and regional PSC events, to include conferences, competitions, leadership academies, career fairs and instructional seminars.
5. Providing a library of resources to help implement, manage and grow a PSC unit successfully.
6. Seeking and promoting scholarship opportunities for PSC youth participants.
7. Establishing proficiency and special awards for recognition of achievement.
8. Seeking academic credits for community service by PSC participants.
9. Promoting the establishment of a recruiting pipeline and pathways for employment with public safety organizations.
10. Promoting the PSC organization and its goals nationally.

B. Participating Agency/Organization: Is responsible for:

1. Designating the appropriate MNPD employee to act as the lead Mentor who will work directly with a registered unit. Each unit will be led by a designated adult Mentor. Other adult mentors may be designated or participate as volunteers with registered units as determined by the participating agency/organization.
2. Conducting screening to assure that only adults found suitable for mentoring young adults are allowed to participate in the PSC program. Screening will include criminal history; motor vehicle operation certification and credit worthiness as may be applicable to the position within the PSC unit.
3. Assuring that each adult and youth participant is properly registered with the PSC organization.
4. Ensuring that a minimum of two adult Mentors are present during all meetings, training sessions, events and activities with Cadets to provide a "Two-Deep" supervisory environment at all times.
5. Assuring all adults participating in the PSC program complete the required Public Safety Cadets Youth Safety and Abuse Prevention Training within the specified time period.
6. Providing facilities adequate for program participants to assemble, hold meetings and associated training on a regular basis with time and place reserved.
7. To the extent permitted by Tennessee law, abiding by the PSC Standard Operating Procedures (SOP) as posted on the PSC website. The SOP may be updated from time to time, with notice to Participating Agency/Organization at the Point of Contact identified in Addendum A hereto, to provide timely and pertinent program guidance. The participating agency/organization may add more stringent requirements to unit SOPs, but may not dilute them as to impair the intent therein.
8. Participating in periodic self-assessments and program reviews with Public Safety Cadets to assure that mutual goals and expectations are being met.
9. Sharing, as practicable, information, metrics and associated data on PSC program participants that achieve employment in public safety professions.

5. **POINTS OF CONTACT.** All Parties will designate a Point of Contact (POC) who will be familiar with the provisions of this MOU and will be available during customary business hours or as practicable. The head of the agency/organization, or their authorized designee, will designate a Lead Mentor for each registered unit. The POC may also be the same as the Lead Mentor. Contact information for the POC and designated Lead Mentor and any additional designated Mentors are set forth in Addendum A.

6. **LIMITATIONS OF LIABILITY.** PSC shall not be liable for participating agency/organization's acts or omissions, including participating agency/organization's failure to abide by the responsibilities in this MOU. The Participating Agency/Organization shall not be liable for PSC's acts or omissions, including PSC's failure to abide by the responsibilities in this MOU. Except as otherwise provided herein, if both PSC and the Participating Agency/Organization are liable for any claims, damages or attorney fees arising from any negligent or illegal acts or omissions taken in connection to this MOU, then PSC and Participating Agency/Organization shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement. Nothing in this MOU waives or alters the Participating Agency/Organization's entitlement to governmental immunity pursuant to applicable law.

7. **INTELLECTUAL PROPERTY.** Either Party may use the other Party's name, logo, materials, and other data or materials as may be provided in connection with this MOU, pursuant to PSC's Standard Operating Procedures and/or other direction given by the disclosing Party. Use of MNPD or Metro's name, logo, materials, and other data or materials must be approved by the designated Point of Contact.

8. **NO OBLIGATION OF FUNDS.** This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to budgetary processes and availability of funds and resources pursuant to applicable laws, regulations, and policies. Unit and Individual Registration Fees will be established and communicated by PSC in the year preceding collection.

9. **EQUIPMENT.** The Parties will use their own equipment and personnel to complete their portion of this MOU.

10. **REPORTING REQUIREMENTS.** The Parties agree to cooperate in meeting any reporting requirements and will coordinate with each other before responding to any such requirements.

11. **OTHER PROVISIONS.** This MOU is not intended to conflict with current laws or regulations applicable to the Parties. If any term of this MOU is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

12. **CHANGE IN MANAGEMENT.** Should the head of agency/organization change, this MOU may be terminated early, or reissued bearing the name and signature of the new agency/organization head, or their authorized designee, as soon as practicable. The terms of this MOU will remain in effect until the reissued MOU is completed and the participating agency/organization remains registered in good standing.

13. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date on which it is signed by all Parties, and subsequently approved by the Metropolitan Council. The MOU may be signed in counterparts.

14. **PERIODIC REVIEW.** The POCs designated by the Parties pursuant to this MOU may meet periodically or at the request of any Party to discuss and review the implementation of this MOU. Failure of the Parties to conduct periodic reviews will not result in the termination of activities provided for under this MOU.

15. **AMENDMENT.** This MOU may be amended at any time by the mutual written consent of the Parties. Modification within the scope of this MOU shall be made by the issuance of a fully executed addendum prior to any changes in responsibilities being performed. Addendum A may be modified by the written consent of the Parties.

16. **TERMINATION.** The terms of this MOU, as it may be amended, will remain in effect while the participating agency/organization remains registered annually in good standing with Public Safety Cadets. Either Party may terminate this MOU immediately upon written notice for a breach by the other Party that remains uncured after reasonable notice. Either organization may terminate its participation in this MOU upon at least 30 days prior written notice. In the event of termination, each Party will continue with full participation up to the effective date of termination.

17. **NO PRIVATE RIGHTS.** This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their parent or component agencies, or the officers, employees, agents or other associated personnel thereof.

18. **GOVERNING LAW AND VENUE.** This Agreement shall be construed and interpreted according to the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Lessor may provide. Any action between the parties arising from this Agreement shall be maintained in the Circuit or Chancery Courts of Davidson County, Tennessee.

The foregoing represents the understanding reached by the Parties.

[Signature Page To Follow]

APPROVED BY:

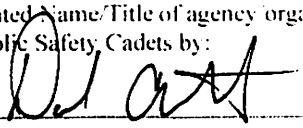
6-11-26

Signature of agency/organization head or designee — Date

John Drake / Chief of Police

Printed Name/Title of agency organization head or designee

Public Safety Cadets by:



in his capacity as President of Public Safety Cadets

11 Jun 2026

Signature on behalf of Public Safety Cadets — Date

David Constantineau / President

Printed Name/Title of Public Safety Cadets Representative

ADDENDUM A

POINTS OF CONTACT

A. David Constantineau will serve as the primary POC for Public Safety Cadets. He may be contacted at: info@PublicSafetyCadets.org or by calling the national office at: 703-717-8168.

B. Captain Michael Vaughn has been designated as the primary POC for the above-named agency/organization and may be contacted at: (please provide Title, Email, and telephone contact information here)
Police Captain, Michael.vaughn@nashville.gov, 615-578-6824.

C. Captain Michael Vaughn has been designated as a Lead Mentor of a registered unit for the above-named agency/organization and may be contacted at: (please provide Title, Email and telephone contact information here)
Police Captain, Michael.vaughn@nashville.gov, 615-578-6824.

D. Additional designated agency/organization Mentors (if any) are identified below:

Name, Title, Email and telephone contact

TBD once program is established.

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

(*Add additional pages as necessary*)