

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):

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

FINANCE Amount +/-: \$ _____

Funding Source: Capital Improvement Budget
Capital Outlay Notes
Departmental/Agency Budget
Funds to Metro
General Obligation Bonds
Grant
Increased Revenue Sources

Approved by OMB: _____

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: _____

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: _____

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 Vanderbilt University ("Vanderbilt") and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department ("MNPDP"), for the purpose of reimbursing the MNPDP for agreed upon law enforcement services.

WHEREAS, the agreement between Vanderbilt University ("Vanderbilt") and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department ("MNPDP"), specifies terms by which Vanderbilt will reimburse MNPDP for protective services; and,

WHEREAS, approval of the agreement will benefit the citizens of the Metropolitan Government of Nashville and Davidson County.

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

Section 1. That the agreement between Vanderbilt University ("Vanderbilt") and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department ("MNPDP"), specifies terms by which Vanderbilt will reimburse MNPDP for protective services, attached hereto and incorporated herein, is hereby approved.

Section 2. That this Ordinance shall take effect from and after its final passage, 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

**MEMORANDUM OF UNDERSTANDING BETWEEN VANDERBILT UNIVERSITY
AND
METROPOLITAN NASHVILLE POLICE DEPARTMENT**

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into by Vanderbilt University and the Metropolitan Government of Nashville and Davidson County, by and through 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

Vanderbilt University Public Safety operates under the Division of Administration. As one of Tennessee's largest law enforcement agencies, VUPS provides comprehensive law enforcement and security services across Vanderbilt University's campuses, including the Medical Center and other university-owned facilities throughout Davidson County. With over 250 staff members, VUPS is organized into three divisions: Operations, Auxiliary Services, and Administration. All sworn officers have completed training at a state-certified police academy and are commissioned through the Metro Nashville Davidson County Police Department. Additionally, non-sworn Community Service Officers support security-related functions.

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 Vanderbilt University 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, Vanderbilt University, or any state, locality, or other entity.
- C. 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. No party shall become liable for any representation, act, or omission of any other party contrary to the terms

of this paragraph.

IV. RESPONSIBILITIES OF MNPd UNDER THIS MOU

- A. Upon request from Vanderbilt University, and agreement by the MNPd based on available resources and available officers, the MNPd shall provide support and enhancements to the Vanderbilt University protective mission for events and/or Vanderbilt University 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 Vanderbilt University leadership as necessary.
- B. The MNPd agrees to provide the Vanderbilt University with a summary of expenses incurred in connection with the MNPd's provision of services requested by the Vanderbilt University, to include law enforcement services, equipment, and resources utilized on behalf of the Vanderbilt University. This summary will be consistent with the format for record keeping provided by the Vanderbilt University.
- C. The MNPd will secure prior, explicit approval for any expenditure on equipment used to support Vanderbilt University 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 VANDERBILT UNIVERSITY UNDER THIS MOU

- A. The Vanderbilt University agrees to provide the at cost funds due to the MNPd as part of this MOU between both parties. The Vanderbilt University shall pay all invoices submitted by the MNPd, within 30 days of receipt, regarding services provided pursuant to this MOU. In the event there remains any unpaid balance on any account established under this Contract, an additional invoice will be issued. If invoices remain unpaid for an extended period of time, future services may be impacted.
- B. The Vanderbilt University agrees to bear its own costs in relation to this MOU.

VI. TERM AND DURATION OF THIS MOU

The initial term of this MOU shall commence retroactively as of November 1, 2025, upon full execution of this MOU by the Parties and filing with the Metropolitan

Clerk. 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. However, should Vanderbilt University fail to fulfill in a timely and proper manner its obligations under this MOU, or should Vanderbilt University violate any terms of this MOU, MNPD shall have the right to immediately terminate the contract. MNPD shall also have the right to immediately terminate this MOU if Vanderbilt University, or any person or entity being provided with services pursuant to this MOU, engages in any illegal activity. Such termination shall not relieve Vanderbilt University of any liability to Metro or MNPD for damages sustained by virtue of any breach by Vanderbilt University.

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.

VIII. INDEMNIFICATION AND HOLD HARMLESS

Vanderbilt University shall indemnify and hold harmless Metro and MNPD, 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 Vanderbilt University, its officers, employees, and/or agents, including its sub or independent contractors (other than Metro), in connection with the performance of the contract.

IX. 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.

X. NOTICE

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

Dawn Radford
Senior Business
Officer Vanderbilt
University (727)331-
3333
Dawn.M.Radford@vanderbilt.edu

With Copy to:

Office of General Counsel
Vanderbilt University
2100 West End Ave., Suite 1100
Nashville, TN 37203

MNPD Contact
Nashville Police Department (TN)
Contact Number
Email Address

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

XI. MODIFICATIONS

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

XII. GOVERNING LAW & VENUE

This MOU shall be governed by the laws of the State of Tennessee. Any lawsuit concerning this contract shall be maintained in a court located in Davidson County, Tennessee.

XIII. MISCELLANEOUS

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

XIV. EFFECTIVE DATE

This mou shall not be binding upon the parties until it has been signed first by the Vanderbilt University and then by the authorized representatives of Metro and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

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

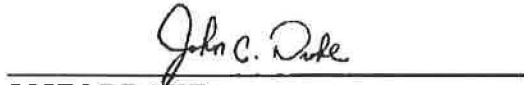
VANDERBILT UNIVERSITY:



DAVID TER KUILE
COO, DIVISION OF ADMINISTRATION

Date: 2-11-26

METROPOLITAN NASHVILLE POLICE DEPARTMENT:



JOHN DRAKE
CHIEF OF POLICE, METROPOLITAN NASHVILLE POLICE DEPARTMENT

Date: 1/12/2026