

RESOLUTION NO. _____

A resolution approving a Memorandum of Understanding entered into by and between the Metropolitan Nashville Police Department, the Metropolitan Transit Authority, and the Regional Transportation Authority, to formalize the operations of dedicated law enforcement services within the public transit system

WHEREAS, the voter-approved Choose How You Move transportation improvement program ("CHYM") provides dedicated funding to improve sidewalks, services, and safety, and calls for safety strategies including more transit officers and an ambassador program; and,

WHEREAS, the Metropolitan Nashville Police Department ("MNPD"), Metropolitan Transit Authority, and Regional Transportation Authority – the latter two of which operate as WeGo Public Transit ("WeGo") – desire to formalize the operations of MNPD's transit unit, which will provide the crucial link between WeGo and law enforcement, establish and maintain safe and secure transit for passengers within Davidson County as articulated within CHYM, and reduce the reliance on secondary employment; and,

WHEREAS, the MOU defines the roles, responsibilities, authority, and operational framework for a MNPD transit unit; and,

WHEREAS, it is in the best interests of The Metropolitan Government of Nashville and Davidson County to enter into the Agreement between Metro and WeGo.

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

Section 1. That the Agreement, attached hereto and incorporated herein, by and between the Metropolitan Nashville Police Department, the Metropolitan Transit Authority, and the Regional Transportation Authority is hereby approved.

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

Signed by: _____
John Drake
732DC099CF534C9...
John Drake, Chief
Metro Nashville Police Department

INTRODUCED BY:

APPROVED AS TO AVAILABILITY
OF FUNDS.
Signed by: _____
Jenneen Reed/adm
7CFBD5AE69C94AC...
Jenneen Reed, Director
Department of Finance

DS
AP

Member(s) of Council

APPROVED AS TO FORM
AND LEGALITY.
Signed by: _____
Cynthia Gross
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Assistant Metropolitan Attorney

MEMORANDUM OF UNDERSTANDING

Between the
Metropolitan Nashville Police Department
and
**Metropolitan Transit Authority and Regional Transportation Authority
d/b/a WeGo Public Transit**

This Memorandum of Understanding ("MOU") is entered into by and between the **Metropolitan Nashville Police Department ("MNPD")**, the **Metropolitan Transit Authority ("MTA")**, and the **Regional Transportation Authority ("RTA")**. MTA and RTA, which do business as **WeGo Public Transit ("WeGo")**, are an intergovernmental agency within the Metropolitan Government of Nashville and Davidson County ("Metro Government") and an agency formed under Tennessee Code Annotated, respectively. The aforementioned parties have come together to establish a collaborative agreement for the provision of dedicated law enforcement services within the public transit system operated by WeGo. Each individually will be referred to as "Party" or collectively as "Parties" hereinafter.

WHEREAS, the voter-approved Choose How You Move ("CHYM") transportation improvement program provides dedicated revenue to establish law enforcement services within the public transit system; and

WHEREAS, the Parties desire to create a transit police unit to provide the crucial link between WeGo and law enforcement to establish and maintain safe and secure transit for passengers within Davidson County as articulated within the CHYM transportation improvement program; and

WHEREAS, WeGo currently operates buses serving local and regional routes, paratransit services, a commuter rail line, transit centers and stops, park-and-ride lots, and additional areas in the public rights-of-way (collectively "Transit System").

NOW THEREFORE, to enhance safety and security for passengers, operators and staff, and other stakeholders, the Parties mutually understand and agree to the provisions that follow:

- A. PURPOSE OF MOU:** The purpose of this MOU is to define roles, responsibilities, authority, and an operational framework for a MNPD Transit Division focusing on WeGo assets, passengers, and the Transit System as a whole.
 - B. AUTHORITY:** This MOU is made and entered into pursuant to the authority contemplated by Tennessee Code Annotated Section 64-8-206, and specifically the authority granted to the Parties under Tennessee Code Annotated Section 12-9-101, et seq., which provides that one or more public agencies may contract with any one 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.
 - C. TERM:** The term of this Agreement shall be effective and commence on the date this Agreement is fully executed and approved by governing body of each Party and filed with the Metropolitan Clerk, and it shall last for three years. Thereafter, this Agreement may be renewed by written affirmation by the Parties for two successive one-year terms, unless terminated under the terms of this Agreement. In no event shall the term of this Agreement exceed 60 months from the effective date.
 - D. EMPLOYMENT & COLLECTIVE BARGAINING AGREEMENT:** The Parties agree that police officers and other personnel assigned to the Transit Division from MNPD are subject to and protected by their respective collective bargaining agreements, if any, and employment policies of the MNPD; and the terms of this Agreement shall not be in conflict with the respective police collective bargaining agreements or civil service and MNPD policy protections for MNPD officers.
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I. SCOPE OF SERVICES

MNPD shall provide general police assistance to WeGo focusing on the Transit System. Whenever possible, WeGo requests for police assistance shall be made directly to the police officer assigned to specific locations either through direct oral communication, two-way radio, or cellular telephone. If the assigned police officer is not reachable, WeGo shall call the Department of Emergency Communications (DEC).

Under this MOU, the MNPD agrees to provide the following services:

1. Dedicated Law Enforcement Personnel

- One captain, and an agreed upon staffing of sworn officers and sworn supervisors to the Transit Division (see Appendix A)
- One administrative support personnel consistent with MNPD requirements to the Transit Division (see Appendix A)
- Two administrative support personnel consistent with MNPD requirements to the Community Safety Center (see Appendix A)
- Provide additional personnel as needed for special events or emergencies

2. Coverage Areas

Transit Division coverage areas include:

- Transit vehicles
- Transit routes
- WeGo Star stations
- WeGo bus stops
- WeGo property, including transit centers, park-and-ride lots not owned by WeGo, and public rights-of-way
- Areas adjacent to WeGo property as necessary to maintain safety

3. Types of Services

The Transit Division shall protect life and property. The Parties agree and understand that WeGo staff and the contracted WeGo security provider are responsible for enforcement of WeGo's Code of Conduct.

- Officers shall operate under the legal authority of the MNPD and within the full extent of their law enforcement powers;
 - Officers shall coordinate with WeGo staff and the security contractor, as needed, to resolve incidents;
 - Officers shall coordinate with social service agencies as needed in the disposition of cases involving individuals experiencing crisis or homelessness; and,
 - Officers shall receive training from WeGo on operations safety and operations protocols. Officers shall coordinate with WeGo operations personnel and follow appropriate safety and operational protocols while working on or around transit vehicles and infrastructure.
 - Officers shall provide:
 - Patrol and visibility;
 - Incident response and investigation; and
 - Special operations (e.g., precision policing efforts).
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In conducting duties related to individuals in crisis or experiencing homelessness, Transit Division officers shall, when appropriate, coordinate with WeGo and its contracted Ambassador Program¹ provider, if any, to engage relevant social service agencies.

4. Coordination

MNPD shall coordinate with WeGo to ensure proper support between Transit Division officers and WeGo staff by:

- Maintaining contact with WeGo regarding assignments of Transit Division officers
- Advising WeGo staff of any arrest made or citation issued within the Transit System
- Assisting as needed in formulating any safety or contingency plans relevant to threats to the Transit System
- Providing regular updates regarding calls for service
- Maintaining a position of high visibility during peak hours at specific WeGo facilities in consultation with WeGo, as resources allow;
- Serving as a first responder to life-threatening and/or criminal incidents within the Transit System; and
- Requesting support for and/or refer any criminal incident requiring long-term or follow-up investigation to the appropriate MNPD investigative unit as needed.

II. SUPERVISION AND COMMAND STRUCTURE

General parameters for supervision and command include:

- Officers assigned to the Transit Division shall report to the MNPD chain of command;
- A designated MNPD Transit Division Captain or designee shall serve as the primary point of contact with the WeGo Chief Safety and Security Officer or designee; and
- Joint coordination meetings shall occur at least monthly.

As the command-and-control lead for the Transit Division, the Transit Division Captain shall:

- Designate and/or authorize variations in work assignments in consultation with WeGo and advise WeGo when assignments are changed or altered.
- Provide general supervision of Transit Division personnel and perform appropriate evaluations of performance; and
- Promptly notify WeGo when Transit Division officers will be absent from an assignment.

Contract security officers shall operate as follows:

- WeGo has hired private security officers that will continue to work on the transit security program. These private security officers must be licensed by the State of Tennessee.
- Private security officers are subject to oversight by the WeGo Chief Safety and Security Officer, or designee, and will coordinate their actions with MNPD to ensure a comprehensive safety and security plan.
- MNPD shall have authority during incident commands, at active crime scenes, and during criminal investigations.

¹ A contractor will be chosen to operate an Ambassador Program on behalf of WeGo to provide wayfinding assistance, assistance to individuals in crisis, and other services to enhance the customer experience within the Transit System.

III. TRAINING AND EXERCISES

In addition to their regular training, Transit Division officers shall receive training for transit-specific safety and operations and participate in periodic emergency exercises to test procedures, validate command and control measures, and build competencies for specific response and recovery functions.

IV. INFORMATION SHARING AND COMMUNICATION

The Parties recognize that effective modern law enforcement requires information to improve safety outcomes and better manage resources. The Parties understand the importance of information-sharing in fostering the success of law enforcement and policing services described in this Agreement. The Parties also recognize and understand that some MNP and WeGo information systems and databases provide access to confidential information and only those with appropriate authorization may access the information.

For those systems and databases that may be shared, appropriate personnel of both WeGo and MNP will determine who may have access. Confidential information shall not be shared if doing so would reasonably jeopardize any authorized investigation, the safety of any person, or violate any local, state, or federal laws and regulations. WeGo passenger and personnel information, including name, address, phone number, and photograph, shall be treated as confidential and shall only be used for the purpose of lawful and authorized investigations within the confines of local, state, and federal law.

Crime statistics, based on the National Incident-Based Reporting System (NIBRS) or other similar reporting system, shall be collected by MNP and regularly presented to WeGo management. To support effective WeGo and Transit Division awareness, the Parties shall promptly share:

- Information regarding any suspicious activity, violence, or threat of violence that occurs at WeGo facilities or affects the Transit System;
- Information regarding any criminal activity or threats that occur at WeGo facilities, against WeGo employees, passengers, or affects the Transit System;
- Information regarding any activity or special event that requires increased police resources;
- Information regarding any activity by either WeGo or MNP personnel that impacts or has the potential to impact either Party's performance pursuant to this Agreement;
- General crime statistics, crime trends, and incident reports;
- An annual report prepared by MNP for public consumption reflecting broad trends of crime on the Transit System; and
- Emergency response and safety and security plans and procedures.

WeGo shall provide MNP with access to WeGo security cameras, data, and ridership information upon request, in furtherance of an official law enforcement duty, in accordance with local, state, and federal laws.

Information sharing between the Parties shall comply with all applicable policies, laws, and privacy protections. WeGo videos and records shall be provided by MNP to the public only in compliance with local, state, and federal law.

V. EQUIPMENT AND FACILITIES

It shall be the responsibility of WeGo to provide the Transit Division with reasonable workspace within their assigned locations and access to transit facilities for patrol and staging. Such reasonable workspace shall provide ample room in which to store and secure Transit Division equipment such as computers, clothing, and secure parking for vehicles. The workspace shall also include ample space in which to conduct private interviews and investigative duties. Access to police spaces shall be limited and based on MNP approval.

The Transit Division shall provide uniforms, vehicles, weapons, radios, and all other standard police equipment to its officers.

VI. FUNDING, REIMBURSEMENT, AND MONTHLY REVIEW MEETINGS

All operating costs associated with the Transit Division, as set forth in Appendix A, shall be reviewed by WeGo and the Metro Government and charged directly to the newly created Fund #30322 Cost Center #31302100. Any other Transit Division allowable operating costs incurred outside the Metro Government's payroll and purchasing system, process, or scope shall be allocated to this account directly or reimbursed to MNPD by this fund through a journal entry. All allowable operating capital and capital Transit Division expenses initiated by MNPD shall be directly charged to accounts appropriated and specified by the CHYM Chief Program Officer or designee. MNPD shall pay the actual costs associated with the Transit Division, as set forth in Appendix A, at the time they are incurred using the MNPD payroll process and Metro Government accounts payable process, and all costs should be directly allocated to the fund and cost center referenced above. In the case that costs must be recouped from the Metro Government, MNPD shall enter a journal entry and inform the Metro Government and WeGo of the costs with any supporting documentation. Allowable costs shall be defined in Appendix A: Cost and Payment Terms or its current version. WeGo's obligations under this MOU are contingent upon CHYM funds designated by the Metro Government for funding the Transit Division. WeGo does not have funding obligations or responsibility for payment associated with this MOU.

The Transit Division's annual fiscal year budget shall be approved by the Parties. MNPD may not exceed its annual fiscal year appropriation for the Transit Division. The Transit Division budget shall be approved by the WeGo Chief Executive Officer or designee, MNPD, and CHYM Chief Program Officer or designee.

Each month, the Transit Division Captain or designee and the WeGo Chief Safety and Security Officer or designee shall meet to discuss the prior monthly report and outline program expectations and anticipated costs for the subsequent month. Expectations should be documented and include at a minimum the proposed Transit Division staffing plan and other allowable costs.

At each review meeting, the prior month shall be reviewed for consistency with expectations. If expectations were not met in the prior month, the Parties shall document exceptions, develop an action plan, and identify metrics that will be used to measure progress on the identified adjustments. If sufficient progress is not made or if the Parties are unable to resolve exceptions at the staff level, the Transit Division Captain or designee and WeGo Chief Safety and Security Officer or designee shall work together to resolve exceptions. In the event the exceptions cannot be resolved at this level, the exceptions shall be referred to the WeGo CEO, MNPD Chief of Police, or their designees, and a representative of the Mayor's Office as necessary for resolution. Prior to the close of the fiscal year, MNPD shall provide WeGo and CHYM with a full record of expenditures incurred by the Transit Division for the previous twelve-month period.

VII. PERFORMANCE METRICS AND REPORTING

The Transit Division shall provide regular monthly reports to WeGo and CHYM, including:

- Number of patrol hours, arrests, and citations;
- Response times and incident types;
- Use-of-force incidents;
- Time spent on the system by each assigned officer, including response times;
- Staffing roster of the Transit Division; and
- Community engagement activities.

Performance reviews of these reports shall be conducted semi-annually by MNPD to assess effectiveness and make necessary adjustments.

XIII. TERMINATION PROCEDURE

- A. Either Party to this MOU may terminate this Agreement for any reason by providing the other Party with written notice of their intent to do so 30 days prior to the date of termination; and,
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B. This Agreement may be amended at any time by mutual written agreement of the Parties.

IX. LIABILITY AND INDEMNIFICATION

Each Party shall be responsible for the actions and omissions of its own employees and contractors, subject to applicable laws and limitations.

X. DISPUTE RESOLUTION

In the event of a dispute, the Parties agree to attempt to resolve the matter through good faith negotiations between the WeGo CEO and the MNPd Chief of Police, or their designees.

XI. SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

XII. DATA RETENTION

Records and documents with respect to matters covered in this Agreement shall be retained for seven years after the termination of this Agreement unless in conflict with local, state, or federal law including. All such records are also subject to inspection, review, or audit by the MNPd, MTA, or RTA during the terms of this Agreement to the extent permitted by law.

XIII. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions or agreements regarding the subject matter.

SIGNATURES

Metropolitan Nashville Police Department

Signed by:
By: John Drake
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John Drake, Chief of Police

Date: 6/23/2026

WeGo Public Transit

By: Steve Bland
Steve Bland, Chief Executive Officer

Date: 6-16-2026

APPROVED AS TO AVAILABILITY OF FUNDS:

DS
AP

Signed by:
Jenneen Reed/adm
7CFBD5AE69C94AC...

Date: 6/25/2026

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Signed by:
Cynthia Gross
9C04EE6FDD314C9...

Date: 6/25/2026

Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Date: _____

Appendix

Appendix A: Cost and Payment Schedule

APPENDIX A

Schedule A – Staffing Plan and Costs

This appendix sets forth the phased staffing plan, allowable costs, and financial management process for the MNPD Transit Division (“Transit Division”) in partnership with WeGo Public Transit (“WeGo”). All operating costs associated with the Transit Division, as set forth in this Appendix A, will be reviewed by WeGo and the Metro Government and charged directly to the newly created Fund #30322 Cost Center #31302100. Any other Transit Division allowable operating costs incurred outside the Metro Payroll and Metro Purchasing system/process/scope will be allocated to this account directly or reimbursed to MNPD by this fund. All allowable Operating Capital and Capital Transit Division expenses initiated by MNPD will be directly charged to accounts appropriated and specified by the CHYM Chief Program Officer or designee.

1. Staffing Plan (FY26–FY28)

Beginning in FY26, MNPD will staff the Transit Division as deemed appropriate, based on the needs of the department, through a combination of transferring current staff, recruiting new personnel, and utilization of Secondary Employment, not to exceed the following by the conclusion of FY2028:

- 1 Captain
- 1 Lieutenant
- 6 Sergeants
- 18 Police Officer 2
- 3 Administrative Support Personnel
- = 29 total positions

2. Allowable Reimbursable Costs

MNPD shall allocate directly or transfer costs for the following categories associated with the Transit Division:

- Salaries and Fringe for all sworn and civilian staffed positions/FTEs listed in the Staffing Plan.
 - Overtime:
 - Transit-specific initiatives and special operations
 - Court appearances related to transit program cases
 - End-of-shift duties
 - All other pay (e.g. longevity pay) for sworn and civilian positions/FTEs listed in the Staffing Plan
 - Recruitment, Training, and Replacement Costs:
 - Training costs for new recruits to staff the Transit Division
 - Training costs for replacement of officers transferred from other programs
 - Vehicles and Equipment:
 - Police vehicles to support the 26 sworn positions
 - All costs associated with vehicle purchase (MDCs), outfitting, and ongoing non-salary needs
 - Initial issue costs (uniforms, equipment, radios, body worn cameras, etc.)
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- Other costs as agreed upon by MNPD, WeGo, and Choose How You Move (“CHYM”)

3. Financial Management Processes

- **Position IDs:** MNPD shall request new Position IDs for all Transit Division positions. These will be MNPD positions in the WeGo/CHYM operating fund.
 - **Reporting and Analysis:** MNPD shall assist WeGo and CHYM with any summarization of applicable salary, fringe, overtime, training, vehicle, and other charges incurred under the implementation of the Staffing Plan.
 - **Reimbursement:** All allowable Transit Division operating expenses, operating capital expenses and capital expenses incurred outside the Metro Government’s payroll and purchasing system, process, or scope, and in accordance with this Agreement, shall be transferred via journal entry to the appropriate account, and MNPD shall share applicable documents with WeGo and CHYM.
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