

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):

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

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| <p>FINANCE Amount +/-: \$ _____</p> <p>Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources</p> <p>Approved by OMB: _____ Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____</p> | <p>Match: \$ _____</p> <p>Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____</p> <p>Date to Finance Director's Office: _____</p> <p>APPROVED BY FINANCE DIRECTOR'S OFFICE: _____</p> |
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| ADMINISTRATION | |
| Council District Member Sponsors: _____ | |
| Council Committee Chair Sponsors: _____ | |
| Approved by Administration: _____ | Date: _____ |

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|---|--|
| DEPARTMENT OF LAW | |
| Date to Dept. of Law: _____ | Approved by Department of Law: _____ |
| Settlement Resolution/Memorandum Approved by: _____ | |
| Date to Council: _____ | For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk |
| <input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File | |

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

Ordinance No. _____

An ordinance approving a memorandum of understanding between The Metropolitan Nashville Police Department (“MNPD”) and Vanderbilt University, acting through its Police Department, a component of Vanderbilt University Public Safety (“Vanderbilt PD”), to establish a training partnership between the agencies.

WHEREAS, MNPD and Vanderbilt PD entered into a Memorandum of Understanding for the purpose of establishing, promoting and maintaining a continued, harmonious working relationship and cooperative effort between the Parties on January 4, 2001; and,

WHEREAS, the agreement attached hereto and incorporated herein provides terms for increased cooperation between MNPD and Vanderbilt PD by partnering in training for each agency’s employees in mutually beneficial disciplines; and,

WHEREAS, this partnership is designed to utilize existing MNPD training facilities, equipment, curriculum, and personnel to help Vanderbilt PD employees gain certification through the Tennessee Peace Officer Standards and Training (“POST”) Commission; and,

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

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

Section 1. That the agreement by and between Vanderbilt University, acting through its Police Department, and the Metropolitan Government of Nashville and Davidson County, by and through the Metropolitan Nashville Police Department, to establish a training a partnership between the agencies, 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 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 BY AND BETWEEN THE METROPOLITAN NASHVILLE POLICE DEPARTMENT AND THE VANDERBILT POLICE DEPARTMENT

Background

The Metropolitan Nashville Police Department (“MNPD”) and Vanderbilt University, acting through its Police Department, a component of Vanderbilt University Public Safety (“Vanderbilt PD” or “Vanderbilt”) (collectively “the Parties”) entered into a Memorandum of Understanding for the purpose of establishing, promoting and maintaining a continued, harmonious working relationship and cooperative effort between the Parties on January 4, 2001.

The purpose of this partnership is to increase cooperation between MNPD and Vanderbilt PD. To better serve the citizens of Nashville and Davidson County, MNPD and Vanderbilt aspire to partner in training for each agency’s employees in mutually beneficial disciplines. Specifically, this partnership is designed to utilize existing MNPD training facilities, equipment, curriculum, and personnel to help Vanderbilt PD employees gain certification through the Tennessee Peace Officer Standards and Training (“POST”) Commission.

Authorities

The parties to this agreement will be bound by federal laws and regulations, Tennessee state law, as well as the regulations, rules, and policies promulgated in the following non-exhaustive list:

Tennessee Code Annotated

Metropolitan Charter of Nashville and Davidson County

Tennessee POST Commission Rules

Civil Service Rules

MNPD Department Manual & Training Division SOP

Existing Policies of the Vanderbilt PD

Purpose

The purpose of this agreement is to provide a pathway for eligible Vanderbilt PD employees to gain Tennessee POST Certification by attending, and graduating from, the MNPD Basic or Lateral police training program. Additionally, it ensures Vanderbilt Police Officers, who are acting under a special police commission from the MNPD Chief of Police, are properly trained.

Point of Contact

The point of contact for each respective agency shall be:

MNPD: Commander of the MNPD Training Division

Vanderbilt PD: Deputy Chief of Police Joseph Cortez

Physical Location

Training offered by the MNPD will primarily take place on the campus of the MNPD Training Division located at 2715 Tucker Rd in Nashville, Tennessee. Occasionally training will be moved to other sites to meet the training needs of the MNPD Training Division. Offsite training conducted by the MNPD Training Division will be located primarily in Davidson County but may be held within the greater Middle Tennessee geographic area depending on the needs of the MNPD Training Division. Location changes shall be communicated by MNPD to Vanderbilt PD prior to the start of training sessions.

Salary/Overtime Compensation

The MNPD and Vanderbilt PD will provide for the salary and employment benefits of their respective employees. MNPD and Vanderbilt PD will retain control of their respective employees' work hours, including the approval of overtime.

Supervision and Control

The day-to-day supervision and administrative control of the Vanderbilt PD personnel while participating in MNPD sponsored training will be the responsibility of the MNPD Training Division chain of command.

Each Vanderbilt PD employee participating in MNPD sponsored training will remain at all times a Vanderbilt employee subject to Vanderbilt PD policy and shall report to Vanderbilt PD any matters unrelated to this agreement.

Any violations of policy by Vanderbilt PD or MNPD employees will be reported to the predetermined point of contact within each agency for further disciplinary or administrative action with consistent with existing agency policy.

Employee Injury

Vanderbilt PD employees who sustain an injury during MNPD sponsored training shall immediately notify MNPD training staff of their injury.

Injury to a Vanderbilt PD employee that occurs during MNPD sponsored training will be reported to the Vanderbilt PD point of contact so it can be documented and handled by a Vanderbilt PD supervisor in accordance with Vanderbilt PD policy. At all times while this MOU is in place, Vanderbilt PD shall maintain sufficient insurance coverage for those employees participating in MNPD sponsored training. Vanderbilt shall indemnify and hold harmless the Metropolitan Government and MNPD, its officers, agents, and employees from all liability for injuries to Vanderbilt PD personnel arising from activities related to this MOU, to the extent that such injuries are not the result of the negligence or intentional misconduct of MNPD. Metro and MNPD will not have insurance coverage for third parties, including Vanderbilt PD employees participating in MNPD sponsored training.

The decision as to whether an injury will prevent a Vanderbilt PD employee from completing MNPD sponsored training will be made by the MNPD Commander of the Training Division, or his/her designee, in consultation with medical staff and the Vanderbilt PD Chief of Police.

Pre-Academy Certification

Any Vanderbilt PD employee desiring to complete the MNPD Basic or Lateral police training program must meet all requirements set out in T.C.A. 38-8-106 and Tennessee POST Commission Rules as they relate to "Certification".

Completing the pre-academy certification process in compliance with T.C.A. 38-8-106 and Tennessee POST Commission "certification" guidelines for Vanderbilt PD employees shall be the responsibility of Vanderbilt PD.

Reporting pre-academy certification information to the Tennessee POST Commission for Vanderbilt PD employees shall be the responsibility of Vanderbilt PD.

Maintaining a record of Tennessee POST required pre-academy certification documents for Vanderbilt PD employees shall be the responsibility of Vanderbilt PD.

Basic Law Enforcement Course

Vanderbilt PD employees may participate in a Tennessee POST approved Basic or Lateral Police Training program offered by the MNPD Training Division.

The decision whether a Vanderbilt PD employee is allowed to participate in a Basic or Lateral Police Officer Training program will be made by the Commander of the MNPD Training Division.

Behavior and conduct of Vanderbilt PD employees while participating in a MNPD Basic or Lateral Police Officer training program will be subject to the rules of conduct outlined in the MNPD Trainee Handbook, including but not limited to the "Memorandum of Understanding, Waiver of Standing to Object". Failure to meet these standards will result in the Vanderbilt PD employee's removal from the MNPD Basic or Lateral Police training program.

Vanderbilt PD employees participating in a MNPD Basic or Lateral Officer Training will be held to the same graduation standards as MNPD employees participating in the same Basic or Lateral Police Officer Training Program.

The determination as to whether a Vanderbilt PD employee has successfully met all standards necessary to graduate the MNPD Basic or Lateral Police Training program will rest with the Commander of the MNPD Training Division, following a review of the Vanderbilt PD employee's training record.

If available, Vanderbilt PD employees will receive all training equipment, including firearms, issued by the Vanderbilt PD, and approved by the MNPD Training Academy, while participating in the Basic or Lateral Police Officer Training Program. All training gear, including firearms, will be returned to the Vanderbilt PD upon graduation or resignation from the Basic or Lateral Police Officer Training program.

If it is determined, prior to the start of the Basic or Lateral Police Officer Training program, that the Vanderbilt PD does not have sufficient equipment to cover Vanderbilt PD personnel, MNPD may provide

the necessary equipment to successfully participate in the course. If the MNPD is required to provide training gear for Vanderbilt PD personnel, the MNPD will provide the Vanderbilt PD point of contact a list of required training gear upon request.

Issuance of duty gear to Vanderbilt PD employees who successfully graduate from the MNPD Basic or Lateral Police Training program will be the responsibility of the Vanderbilt PD.

The Vanderbilt PD will be responsible for purchasing the duty gear issued to Vanderbilt PD employees who successfully graduate from the MNPD Basic or Lateral Police Training Program.

The MNPD Training Division will issue Vanderbilt PD employees a graduation certificate if they successfully complete the MNPD Basic or Lateral Police training program. Responsibility for reporting completion of the MNPD Basic or Lateral Police training program to the Tennessee POST Commission for Vanderbilt PD employees shall be the responsibility of the Vanderbilt PD. However, the MNPD will forward all relevant training documentation to the Vanderbilt PD point of contact.

Yearly In-Service Training

Vanderbilt PD will be responsible for providing Tennessee POST approved In-Service training to Vanderbilt PD employees. Tennessee POST Commission Certified Vanderbilt PD employees will be responsible for participating in yearly Tennessee POST approved In-Service training reviewed by the MNPD Training Division.

Responsibility for reporting attendance and completion of yearly In-Service to the Tennessee POST Commission for Vanderbilt PD employees shall be the responsibility of Vanderbilt PD.

Maintenance of Training Records

Maintenance of training records for Vanderbilt PD employees will be the responsibility of Vanderbilt PD.

Upon the Vanderbilt PD employee's graduation from an MNPD sponsored Basic or Lateral police training program, the MNPD will provide a copy of all relevant training documents to the Vanderbilt PD point of contact.

The MNPD Training Division will provide the Vanderbilt PD point of contact with a copy of the MNPD yearly In-Service catalogue as a guide.

The MNPD Training Division maintains an internal record of all Lesson Plans submitted to Tennessee POST for approval. It will not be the responsibility of the MNPD to maintain a record of Lesson Plans submitted to Tennessee POST on behalf of Vanderbilt PD. However, the MNPD Training Division will supply individual copies of available Lesson Plans to the Vanderbilt PD point of contact upon request.

Indemnification

Vanderbilt University agrees to indemnify and hold harmless the Metropolitan Government, its officers, agents, and employees from any judgment, damage, cost, and expense arising out of any cause of action alleging that the Metropolitan Government failed to properly train Vanderbilt PD employees.

Metro will not indemnify, defend, or hold harmless in any fashion Vanderbilt for any claims arising from any failure, regardless of any language in any attachment or other document that Vanderbilt may provide.

Duration

This MOU is made and entered into effective as of the date of filing with the Metro Clerk upon receiving approval from the Metropolitan Council (the "Effective Date") and shall last for a period of two (2) years from the Effective Date. The MOU may be extended by mutual written consent for a period not to exceed (60) months. Either party may terminate this MOU, but MNPd and Vanderbilt PD agree that neither agency shall withdraw from this agreement without providing ninety (90) days written notice to other participating agency. However, if either party violates any term of this MOU, or any person or entity being provided with services pursuant to this MOU engages in any illegal activity, the other party may immediately terminate the MOU. Such termination shall not relieve either party of any liability to the other party for damages sustained by virtue of any breach.

Governing Law and Venue

This MOU shall be governed by the laws of the State of Tennessee. Any lawsuit concerning this MOU shall be maintained in the Chancery or Circuit Courts of Davidson County, Tennessee.

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.

Modifications

This agreement may be modified by written consent of both participating agencies. Modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED BY:

Tommye Sutton

4/3/2026

Tommye Sutton, Chief of Police Vanderbilt PD

Date

APPROVED BY:

John Drake

4/5/2026

John Drake, Chief of Police MNPd

Date

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|---|-----------|
| Summary report: Litera Compare for Word 11.11.0.158 Document comparison done on 3/13/2026 8:25:05 PM | |
| Style name: Default Style | |
| Intelligent Table Comparison: Active | |
| Original filename: Draft MOU MNPD - Vanderbilt PD Training (3.9.26).docx | |
| Modified filename: Redline - MOU MNPD and VUPD - training - OGC edits 4925-0368-2455 v.2.docx | |
| Changes: | |
| <u>Add</u> | 17 |
| Delete | 17 |
| Move From | 0 |
| <u>Move To</u> | 0 |
| <u>Table Insert</u> | 0 |
| Table Delete | 0 |
| <u>Table moves to</u> | 0 |
| Table moves from | 0 |
| Embedded Graphics (Visio, ChemDraw, Images etc.) | 0 |
| Embedded Excel | 0 |
| Format changes | 0 |
| Total Changes: | 34 |