

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COMMUNITY OVERSIGHT BOARD
AND
THE METROPOLITAN NASHVILLE POLICE DEPARTMENT**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this _____ day of _____, 2019, by and between the METROPOLITAN NASHVILLE COMMUNITY OVERSIGHT BOARD (COB) and the METROPOLITAN NASHVILLE POLICE DEPARTMENT (MNPD).

I. INTRODUCTION

It is understood and agreed that a cooperative relationship between the Metropolitan Nashville Police Department (hereinafter MNPD) and the Community Oversight Board (hereinafter COB) is in the best interest of the citizens and Nashville and Davidson County. To these ends, the MNPD embraces the concept of a community oversight board and is committed to carrying out the provisions of Article 11 of the Metropolitan Charter and Tennessee Code Annotated §38-8-312.

~~The Metropolitan Nashville Community Oversight Board (COB) and the Metropolitan Nashville Police Department (MNPD)~~ The COB and the MNPD (collectively “the Parties”) enter into this Memorandum of Understanding (MOU) with the goal of ensuring cooperative interaction such that police services are delivered in Metro Nashville in a manner that effectively ensures officer and public safety, promotes public confidence in the COB, ~~and~~ MNPD and in the services each delivers.~~H.~~

II. DEFINITIONS

The following words and phrases as used in this agreement shall have the following meanings.

“Chief” or “Chief of Police” – means the head of the MNPD.

“Complaint” – means a claim made to the COB alleging MNPD Misconduct.

“Department” – means the Metropolitan Nashville Police Department.

“Director” or “Executive Director” – means the Executive Director of the COB, who reports to that board and oversees the other COB staff.

“Employee or “Employees” – means anyone employed by MNPD, and also shall include anyone appointed by the Chief of Police to the position of special police officer pursuant to Metro Charter §8.205 and Tennessee Code Annotated §8-8-212.

~~“Department” – means the Metropolitan Nashville Police Department.~~

“Excessive Force” – means the use of greater physical force than reasonably necessary to repel an attacker or terminate resistance.

“Intake Investigations” – means the process by which the COB receives, records, evaluates, and categorizes ~~complaints~~Complaints.

“Investigation” – means the act or process of investigating or the condition of being investigated; also, a detailed inquiry or systematic examination by the COB.

“MNPD Misconduct” – means any improper behavior by an Employee, which violates MNPD policies, criminal laws or civil rights laws.

“Police or Police Officers” – means ~~all those employees of the MNPD~~Employees having and exercising the powers of police officers, and shall specifically include, the Chief of Police, the assistant chief, and all deputy police chiefs, whose primary responsibility is the prevention and detection of crime and apprehension of offenders; it also shall mean special police officers appointed by the Chief of Police.

~~“Excessive Force” – means the use of greater physical force than reasonably necessary to repel an attacker or terminate resistance.~~

~~“MNPD Misconduct” – means any improper behavior by an Employee, which violates MNPD policies, criminal laws or civil rights laws.~~

III. ~~III.~~ JURISDICTION

A. ~~A.~~ With respect to matters within the jurisdiction of the COB under Chapter 13 of Article 11 of the Metro Charter, whether filed initially with the COB or MNPD, the COB will be responsible for the investigation of Complaints initiated by the public and of matters initiated by Employees that relate to alleged MNPD misconduct against members of the public. The Parties agree further that the MNPD Office of Professional Accountability (“OPA”) will be responsible for the investigation of Complaints against Employees initiated by a member of the Department, except matters that relate to alleged MNPD Misconduct against members of the public.

~~IV.~~ Notwithstanding the foregoing, before any Complaint has been filed, MNPD and COB each may independently, though cooperatively, investigate instances of MNPD officer involved shootings and in-custody deaths and injuries.

IV. COOPERATION AND ACCESS TO RECORDS AND INFORMATION

A. ~~A.~~ The Department agrees to adopt policies to facilitate and promote cooperation with the COB in the performance of its work in the investigation of Complaints and policy development. Such cooperation shall include: the timely and complete production of requested documents and information; and making available Employees knowledgeable of matters under COB investigation available for consultation or interviews ~~during normal scheduled work hours; and timely, pre-implementation notification to the COB of proposed MNPD policy changes.~~ Established fees for the compilation or provision of documents/information will be waived; however, any onerous or voluminous request, or any requests involving the expenditure of any significance of MNPD resources, must be approved by the Chief of Police.

B. ~~B.~~ Documentation to which the COB shall have immediate access at all times, and timely copies on request, are:

- (1) the current Departmental Manual (composed of MNPD's policies, procedures, and rules);
- (2) the Department's orders, written directives, memoranda, rules, procedures, and regulations as referenced in ~~§1.50.010~~ Section 1.50.010 of the Departmental Manual;
- (3) the Departmental SOPs as referenced in ~~§1.50.030~~ Section 1.50.030 of the Departmental Manual;
- (4) the Department's training materials as referenced in ~~§1.110.120~~ Section 1.110.120 of the Departmental Manual; and
- (5) MNPD dash camera, body camera, and other recordings, including those obtained by the Department from others, related to the subject matter of a Complaint shall be made available to the COB on a shared database.

C. ~~C.~~ Documents and information that the Department will make available to the COB on an expedited basis, within twenty-four (24) hours of its written request, are:

- (1) MNPD paperwork (e.g., police documents, reports, and other graphic information produced by, or acquired by, the Department regardless of form or format) related to the subject matter of a Complaint; ~~and~~

~~(2) MNPD information not included in its paperwork, whether electronic or known to Employees, but not yet recorded in the Department's paperwork.~~

~~D. Documents and information that Department will make available to the COB on a prompt, but negotiated time, basis are:~~

- ~~(2)~~ (1) ~~the~~ employment records relating to the subject of ~~Complaints~~ Complaint regardless of how or where identified or maintained, including personnel files, and other human resources records, disciplinary history, citizen complaints, OPA and other internal investigative materials, awards and commendations, and training records; and
- ~~(3)~~ MNPD information not included in its paperwork, whether electronic or known to Employees, but not yet recorded in the Department's paperwork, shall be reduced to writing and then provided to the COB.

D. Documents and information that Department will make available to the COB within 7 business days of its written request, unless the Department otherwise requests additional time; if additional time is requested, the documents and information that the Department will make available to the COB on a prompt but negotiated time include:

- (1) personnel lists and employment records, including databases, not relating to the subject of a Complaint regardless of how or where identified or maintained, including personnel files and other human resources records, disciplinary history, citizen complaints, OPA and other internal investigative materials, awards and commendations, and training records;

- (2) ~~Department~~ Department databases, general summaries, statistical compilations, and other internal reports, documents, or information on use of force, officer involved shootings, officer-involved or in-custody deaths, ~~and~~ injuries, ~~arrest and arrests~~, complaints of abuse, training, dashcam/bodycam, and any other issues related to the COB's work; and
- (3) any other Departmental documents or information the COB might request related to its work.
- (4) Such requests shall be made to MNPD by email at Policerequests@nashville.gov

V. ~~V.~~ **CONFIDENTIALITY**

A. The COB will maintain the confidentiality of any confidential document or confidential information received from MNPD, and of any confidential information derived from any such confidential document or confidential information obtained from MNPD.

B. MNPD shall mark or otherwise clearly designate what documents or information it is providing to the COB that are confidential. Anything not so marked or designated will not be treated as confidential.

C. ~~VI~~ Certain documents and information that COB can obtain from the Metro Department of Emergency Communications (DEC) under a separate MOU with DEC are confidential, such as 911 calls, dispatches and related recordings. However, DEC advises that the confidentiality designation of those materials can only be removed by MNPD. The Department has established a process by which the media can make a request to its Public Information Officer (PIO), who can authorize the public release of DEC 911 calls, dispatches and related recordings. Before the MNPD grants such media access to the DEC's 911 calls, dispatches and related recordings, however, it will contact the COB to coordinate announcement of the release. The COB then will no longer treat the released documents and information as confidential.

VI. **INTAKE INVESTIGATIONS**

~~A. The Department agrees to adopt policies requiring Employees to participate in COB investigations. As part of its Intake Investigation, the COB may request that an Employee undergo an intoximeter, blood, urine, psychological, polygraph, computer voice stress analysis (CVSA), medical examination or any other exam not prohibited by law, MNPD or Metro Civil Service rules, provided the examination is pertinent to an investigation. The COB agrees to use such devices in compliance with the provision in §5.12 of the Departmental Manual.~~

A. It is understood and agreed that personnel assigned to the COB may, through the Office of the Chief of Police, or directly, contact any Employee for the purposes of carrying out an investigation or otherwise seeking information. Employees will cooperate with the COB and their representatives as required by MNPD Manual Section 1.30.030(A). Interviews with Employees should be scheduled to take into account the Employee's assigned shift, regular days off and availability.

B. When an Employee is the subject of a COB Intake Investigation, written notifications outlining the allegations in the Complaint will be sent to the Employee and to Director of OPA.

These notices may be delivered to the MNPd via Metro Mail, or delivered to the affected Employee's duty station. The Employee shall sign and return the notification of Complaint and return it to the COB investigator assigned to the case via Metro Mail.

C. Investigative Interviews, Examinations and Searches of an Employee shall be conducted by the COB consistent with the requirements of Section 4.10.050 of the MNPd Manual.

D. Whether an Employee is notified of being the subject of an Intake Investigation or a witness to the Investigation, department personnel shall respond to the notification within the time period stated in the notification. Failure to comply will be grounds for disciplinary action.

E. ~~VH~~Should an Employee fail to respond to a COB notice, COB staff will notify the Director of MNPd OPA.

VII. MEDIATION AND RESTORATIVE JUSTICE PROGRAMS

A. ~~A.~~—In certain cases the COB may offer an opportunity to participate in mediation, restorative justice, or other non-punitive remedies in response to allegations of misconduct in a Complaint. If accepted and completed by the parties no further investigation of the Complaint will be made. The purpose of such remedies is to enhance police-community trust, relationships, and understanding. The COB may contract with third party private providers for assistance in implementing such non-disciplinary remedies.

B. ~~B.~~—The Department will implement policies encouraging its Employees to participate in such voluntary remedial programs. However, such remedies must take place during work hours, and cannot require Employees to give up their personal time.~~C.~~

C. With the approval of the Executive Director, mediation and other restorative justice programs may be initiated, at any time after a Complaint has been filed, in all cases, except in those alleging use of excessive force, serious bodily injury or in-custody death.

(1) ~~(1)~~ The COB will provide each party with written information about the voluntary remedial processes, how they will be conducted and by whom;

(2) ~~(2)~~ If within ____ business days of written notice and information being provided, both parties accept to participate in the voluntary remedial process it will be undertaken;

(3) ~~(3)~~ The voluntary remedial process must be completed within ____ business days of acceptance by the parties;

(4) ~~(4)~~ If the parties complete the voluntary remedial process, the ~~investigation~~ Intake Investigation will be closed. If it is not completed, the ~~investigation~~ Intake Investigation will be undertaken or completed; and

(5) ~~(5)~~ Neither participation in nor completion of the voluntary remedial process may be used against the Employee by the COB or MNPd for any purpose.

VIII. ~~VIII.~~ ADMINISTRATIVE LEAVE & ALTERNATIVE DUTY ASSIGNMENT

A. ~~A.~~ The Department agrees that if the Executive Director notifies the Chief of Police in writing that ~~the investigation of it has undertaken an Investigation, whether or not~~ a Complaint has been ~~undertaken by the COB filed,~~ and that the Director has sufficient reason to believe that ~~an accused—~~ a Police Officer's continued presence on the job may be detrimental to the Department or the safety of anyone, and requests that the officer be relieved of duties and be placed on administrative leave with pay pursuant to Section 4.10.190 of the MNPD Manual, pending completion of the COB's investigation, that the Department will consider and act upon the request. Within ~~five (5)-~~ 5 calendar days of receipt of the Director's request, the Department will provide the Director with a written response to ~~his the~~ request, ~~either~~ (a) advising that the officer has been relieved of duties and placed on administrative leave; ~~or;~~ (b) stating the facts and circumstances why the requested action will not be taken; or (c) requesting additional information from the Director regarding the request. If additional information is requested, then within 5 calendar days after it has been provided, the Department will provide the Director with a written response to the request (a) advising that the officer has been relieved of duties and placed on administrative leave; or (b) stating the facts and circumstances why the requested action will not be taken.

IX. ~~IX.~~ RESOLUTION REPORTS

A. ~~A.~~ The COB will issue a Resolution Report following the Board's review of the Intake Investigation, which reports will include an "Investigative Finding" drawn from the evidence, and may include recommendations for ~~employee~~ Employee discipline or for changes to MNPD policies, procedures, rules, and regulations that may prevent future allegations of Misconduct, as well as the need to modify or expand training.

B. ~~B.~~ ~~The~~ Unless otherwise mutually agreed upon in advance by the COB and the MNPD, within 60 business days of receipt of a Resolution Report, the Chief of Police agrees to review and provide ~~the COB with~~ a written response ~~to each Resolution Report~~ thereto, as to acceptance, partial acceptance or non-acceptance, which response will include at a minimum:

- (1) ~~(1)~~ a detailed ~~written~~ statement ~~of The~~ outlining the Department's actions taken in response to the COB's findings and recommendations;
- (2) ~~(2) if the Department declines to accept the COB's recommendations, a detailed written a detailed~~ statement explaining the Department's reasons for ~~doing so~~ not accepting any COB recommendation, including the factual, legal and policy bases for its decision; and
- (3) ~~(3)~~ a detailed statement outlining any additional action taken by Department based on the COB's Resolution Report.

C. The response of the Chief of Police to a Resolution Report will be posted on the COB Website when received.

X. ~~X.~~POLICY ADVISORY

A. ~~A.~~ From time to time the COB may recommend changes to Departmental policies. Should the COB make such recommendations, the Chief of Police agrees to provide a written response to the COB, ~~and as to acceptance, partial acceptance or non-acceptance, and if the Department declines to accept the COB's recommendations in whole, then as to those it declines to accept,~~ to specifically articulate the Department's position, and its reasons for that position, within ~~sixty (60)~~ 60 business days of receipt of the COB policy recommendation.

XI. ~~XI.~~FORCE REVIEW BOARD

A. ~~A.~~ The Department agrees that the Executive Director, or his designee, shall be a non-voting member of the Force Review Board. The Force Review Board examines whether MNPD policies and procedures governing the use of force have been followed. The Chief of Police has the discretion of convening a Force Review Board as a result of any Departmental use of force incident. The Chief of Police shall be the final authority within the Department as to the disposition of each incident reviewed by the board.

XII. ~~XII.~~ "CALL-OUT" PROCEDURES

A. ~~A.~~ The MNPD agrees that in certain situations call-out procedures set forth in Title 15 of the Departmental Manual shall apply to the COB, which shall receive call-out notice and have the right to respond to the scene

~~.B. The MNPD agrees to include the COB in call-out notices in each of the following:~~

~~(1) all MNPD police personnel involved shootings;~~

~~(2) all MNPD In-custody deaths; and~~

~~(3) any other incidents where a MNPD Commander is notified of its occurrence.~~

~~XIII, pursuant to a separate MOU with the Department of Emergency Communications (DEC).~~

XIII. "CALL-OUT" CRIME SCENE ACCESS

~~A. While only persons involved in MNPD investigations should enter an active crime scene being processed, after evidence is collected and secured, the COB will be allowed to have access to the crime scene for investigative purposes.~~

A. ~~XIV~~ While COB personnel will not be granted immediate access to any secured investigative perimeter maintained or controlled by the MNPD, once the scene is stabilized and secured, the lead investigator will grant COB personnel access and escort them to the perimeter of the scene. COB personnel will not remove, alter, handle or disturb any evidence or object at the scene. Photographs will be permitted. The COB is expected to acknowledge that any case details, information, existence of evidence, photographs, or other details will be maintained as confidential as may be required by Tennessee Rules of Criminal Procedure or State Law. COB acknowledges that its investigators or other staff may be required to present sufficient identification for perimeter personnel to document perimeter ingress and egress in official

MNPD records. If, after this general viewing, COB investigator(s) have any further tasks to be performed by Crime Scene Investigations Section personnel, the investigator(s) shall notify the on-scene CSI supervisor. The CSI supervisor will then assign a CSI investigator to complete the task. After COB personnel have indicated that they have completed all necessary procedures at the scene, they shall be escorted outside the perimeter.

XIV. “CALL-OUT” SECURITY FOR COMMUNITY OVERSIGHT BOARD

A. ~~A.~~ The ~~Crime Scene Investigations-CSI~~ on-duty supervisor, or the on-duty ~~Crime Scene Investigations-CSI~~ officer-in-charge, is given the authority and responsibility for determining when an officer should accompany a COB staff member at the scene of a call-out or perimeter area investigation or interview. In making the determination, the supervisor or officer-in-charge shall take into consideration those circumstances such as time of day, nature of the crime, probability of the perpetrators return to the scene, the probability of further acts of violence and type of location. All Department personnel who may be dispatched to provide such security for COB staff shall assume the request has originated with the ~~Crime Scene Investigations-CSI~~ supervisor, officer-in-charge, or ~~Executive~~-Director and proceed accordingly. In those circumstances when COB staff and a Police Officer are dispatched to a scene and upon their arrival it is determined that the Police Officer is not needed, the COB staff member will inform the ~~Crime Scene Investigations-CSI~~ officer-in-charge who may permit the Police Officer to check back into service.

XV. ~~XV.~~ PROFESSIONAL DEVELOPMENT

A. ~~A.~~ MNPD agrees to provide all newly appointed full-time COB personnel with information and training regarding:

- (1) ~~(1)~~ the MNPD role, purpose, and goals;
- (2) ~~(2)~~ the Departmental Manual;
- (3) ~~(3)~~ the Department’s orders, written directives, memoranda, rules, procedures, and regulations not contained in the Departmental Manual;
- (4) the Department’s SOPs;
- (5) ~~(5)~~ the Department’s training manuals; and
- (6) ~~(5)~~ the responsibilities and rights of Employees.

XVI. ~~XVI.~~ COMMUNITY OVERSIGHT BOARD CITIZEN’S POLICE ACADEMY

~~A. In a continuing effort to strengthen the partnership with the COB, the MNPD will established a Community Oversight Board Citizen's Police Academy. The academy will be a series of classes designed to provide Community Oversight Board personnel a detailed overview into the operation of the Metropolitan Nashville Police Department. It will give Community Oversight Board personnel the opportunity to see how officers are trained and what officers go through in the field.~~

~~B. The five key objectives of the program are:~~

A. In a continuing effort to strengthen the partnership with the COB, MNPD will establish an annual COB Citizen Police Academy. The COB, in consideration of attendance, may instead request a hybrid program consisting of computer aided and classroom training that shall be deemed by the Board to be equivalent to the training received at the COB Citizen Police Academy. Nothing in this agreement shall restrict MNPD from suggesting and developing additional training for the COB, nor restrict the COB from requesting additional training from MNPD.

The academy will be a series of classes, a cumulative of no greater than 30 hours. COB Board members and staff are expected to attend 75 percent of the training. Attendees that fall below the 75 percent attendance requirement will be permitted to make up sessions or substitute sessions by attending another MNPD Citizen Police Academy or an equivalent training provided by MNPD or other law enforcement agencies.

The curriculum of the academy shall provide COB Board members and staff the opportunity to learn how officers are trained and what officers experience in the field. MNPD will give COB Board members and staff an overview of the basic police recruit curriculum, cover training that MNPD has selected, and provide specific training to the COB Board and staff on the following topics:

- (1) Officer Involved Shootings;
- (2) Verbal Defense and Influence;
- (3) Principles of Crisis Communication and De-escalation Techniques;
- (4) Community Oriented Policing;
- (5) Fair and Impartial Policing;
- (6) In-Custody Death Syndrome;
- (7) Professional and Ethical Conduct; and
- (8) Mobile Diversity Tour/Seminar.

In an effort to assist the COB and staff with gaining essential knowledge of MNPD procedures, MNPD will also cover Law Block III: Use of Force curriculum, with special emphasis on Self Defense/Defense of Others, MNPD Use of Force Policy and MNPD Firearms Policy.

B. MNPD, in consideration of the uniqueness of the Board's composition and the rigorous schedules of Board members and staff, will work with a designated COB Board and staff member to create a condensed schedule and curriculum. MNPD will provide academy participants with written course materials and when available, access to selected training modules online and/or provide computer assisted training. The completion of an online training

module or computer assisted training on a particular subject or course will meet the specified training requirements component for a subject.

C. The five key objectives of the program will be to:

- (1) ~~(1) to~~ familiarize COB and its staff ~~members~~ with the function ~~of~~ and the ~~Department~~ policies of MNPD;
- (2) ~~(2) to~~ provide the Board and staff with an understanding of why MNPD handles different situations certain ways;
- (3) ~~(3) to~~ provide another channel of communications between the COB and MNPD;
- (4) ~~(4) to~~ promote oversight support for the MNPD; and
- (5) ~~(5) to~~ help members of MNPD become more aware of the operations and concerns of the COB.

[Signature page follows](#)

METROPOLITAN NASHVILLE COMMUNITY OVERSIGHT BOARD

By _____
Ashlee Davis, Chair _____ Date _____

By _____
William Weeden, Executive Director _____ Date _____

METROPOLITAN NASHVILLE POLICE DEPARTMENT

By _____
Steve Anderson, Chief of Police _____ Date _____

APPROVED AS TO FORM AND LEGALITY:

Legal Advisor _____ Date _____
Metro Community Oversight Board

By _____
Assistant Metropolitan Attorney _____ Date _____

FILED WITH THE METRO CLERK

Metro Clerk _____ Date _____

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	9/27/2019 5:49:24 PM
Comparison Time	3.70 seconds
compareDocs version	v4.2.0.25

Sources	
Original Document	c:\Users\mjs\AppData\Local\Temp\ND\COB MOU Proposal (Working draft sent out for Community Comment 8-2019).docx
Modified Document	c:\Users\mjs\AppData\Local\Temp\ND\COB MOU Proposal (1).docx

Comparison Statistics	
Insertions	84
Deletions	63
Changes	40
Moves	22
TOTAL CHANGES	209

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Deletions	
<u>Moves</u> / Moves	
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Deleted cells	
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Comments color	By Author.
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