

MEMORANDUM OF UNDERSTANDING
between
THE METROPOLITAN PUBLIC HEALTH DEPARTMENT
by and through
THE METROPOLITAN ANIMAL CARE AND CONTROL
and
THE METROPOLITAN COMMUNITY OVERSIGHT BOARD

The following constitutes an agreement between the Metropolitan Public Health Department (“MPHD”), acting by and through Metro Animal Care and Control (“MACC”), and the Metropolitan Community Oversight Board (“COB”). The Agreement is designed to describe the role and responsibilities between the parties.

The primary objectives for this agreement are to:

1. Establish a process by which documents relevant to COB investigations against MNPD officers may be expeditiously and appropriately shared between the Parties.
2. Make relevant MACC witnesses available for interview as necessary.
3. Prohibit disclosure of confidential documents to third parties.
4. Limit the reproduction of information obtained from confidential documents.
5. Establish a process by which COB effectively disposes of shared documents after use.

1. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS

MPHD agrees to the following:

1. Upon request by COB, to share relevant documents in MACC’s possession (“MACC Documents”) with COB in a timely fashion when requested by COB.
2. Upon request by COB, to make MACC witnesses available for interview within a timely fashion.
3. To explicitly identify any confidential documents within the MACC Documents as confidential (“MACC Confidential Documents”) and describe the basis for confidentiality.
4. To identify and describe any documents not disclosed to COB and the basis for withholding any such production.

COB agrees to the following:

1. To permit time for MPHD to have its legal counsel review any MACC Documents before production to COB.
2. Pursuant to Tenn. Code Ann. 38-8-352(e) and with consent of COB counsel, to withhold production of MACC Confidential Documents in response to a public records request or

other request to share MACC Confidential Documents outside of COB, even to the COB complainant.

3. To limit the reproduction of information contained in MACC Confidential Documents to what is necessary to perform the functions of the COB.
4. To permit MPHD legal counsel to be present at MACC witness interviews.
5. To notify MPHD if a MACC Confidential Document must be produced to a third party.

2. TERMINATION

This Agreement can be terminated by either party by providing notice to the other party.

3. BREACH

The sole remedy for the breach of any provisions of this agreement is termination of said Agreement.

4. AMENDMENT

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document and mutually agreed between the Parties.

5. RIGHTS UNDER APPLICABLE LAW

Nothing in this Agreement is intended to expand the rights and responsibilities of the COB as provided by state and local law.

6. NOTIFICATION

All notice to MPHD shall be emailed, mailed or hand delivered to:

Metro Public Health Department
Director's Office
2500 Charlotte Avenue, Nashville, TN 37209
Phone: 615-340-5686

Notices to COB shall be mailed or hand delivered to:

Nashville Community Oversight Board
214 2nd Avenue North, Suite 204
Nashville, Tennessee 37201

7. COMPLETE AGREEMENT

The above provisions reflect the entire Agreement between the parties.

[Remainder of Page Intentionally Left Blank]

[Signature Pages to Follow]