

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

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this 20th day of November 2024, by and between the METROPOLITAN NASHVILLE COMMUNITY REVIEW BOARD (the “CRB”) and the METROPOLITAN NASHVILLE POLICE DEPARTMENT (the “Department”), collectively referred to as the Parties.

**I. INTRODUCTION**

It is understood and agreed that, under Chapter 2.106 of the Metropolitan Code, as limited by Tenn. Code Ann. § 38-8-301 and -312 (the “Act”), the CRB has the authority to review investigations by the Department’s Office of Professional Accountability (“OPA”) of allegations of misconduct by the Department’s Police Officers and that a cooperative relationship between the Department and the CRB is in the best interest of Metropolitan Nashville and its communities. To these ends, the Department embraces the concept of a community review board and is committed to carrying out the provisions of Chapter 2.106 of the Metropolitan Code and the Act, subject to the provisions of the Act.

The Parties enter into this Memorandum of Understanding 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 and promotes public confidence in the CRB and Department and in the services each delivers, and to the maximum extent legally permissible provides the CRB with all information reviewed or prepared by OPA in connection with any OPA investigation being reviewed by the CRB.

The Chief of Police and the CRB Executive Director agree to have regular and frequent contacts. At a minimum, meetings will occur quarterly to discuss successes and opportunities for further growth in their overall collaboration.

## II. DEFINITIONS

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

“Act” means Tenn. Code Ann. § 38-8-301 and -312.

“BWC” means body worn camera.

“CAD” means the Computer Aided Dispatch record related to an incident.

"CRB" means the Metropolitan Nashville Community Review Board established pursuant to Chapter 2.106 of the Metropolitan Code and includes its Executive Director and staff.

"Chief" or "Chief of Police" means the director of the Metropolitan Nashville Police Department as described in Section 8.201 of the Metropolitan Code, or their designated representative.

"Complaint" means a claim alleging employee misconduct sent by the CRB to the OPA or received by the OPA, whether received by the CRB or initiated by its Executive Director.

"Department" means the Metropolitan Nashville Police Department as described in Sections 8.201 *et seq.* of the Metropolitan Code.

"Director" or "Executive Director" means the Executive Director of the CRB, who reports to the CRB and oversees other CRB personnel, or their designated representative.

"Employee" or "Employees" means officers employed by the Department.

“Executive Director” means the Executive Director of the CRB.

“ICC” means in-car camera.

“Include” and “including” mean “includes without limitation” and “including without limitation.”

“OPA File” is a collection of documents and evidence collected or generated by OPA related to a specific completed Complaint investigation conducted by OPA. An OPA File will include all of the following related to the Complaint or its investigation: (i) interviews (including video, audio, transcripts or notes of or with respect to such interviews) conducted by or provided to OPA, and (ii) all photographs and other evidentiary data. OPA Files are sensitive in nature, and great care is taken regarding the accessibility and dissemination of all related materials. An OPA File includes all of the foregoing, and not just items referenced or utilized to effectuate the completion of an OPA investigation. Appropriate portions of an OPA File may be marked as confidential.

"Misconduct" means an act or omission by a Police Officer, which if proven, may result in some form of remedial, corrective, or disciplinary action. This would include commission of a criminal act, neglect of duty, failure to act as instructed or required, violation of a policy, rule, or procedure of the Department, or conduct which may reflect unfavorably upon the Employee and/or the Department.

“Metro” means the Metropolitan Government of Nashville and Davidson County, Tennessee.

“MOU” means this Memorandum of Understanding, including any amendments hereto.

"OPA" means the Department's Office of Professional Accountability as described in Section 1.130 of the Department Manual.

“Police” or “Police Officer” means full-time Police Officers or part-time Police Officers of the Department.

### **III. AUTHORITY & JURISDICTION**

A. The CRB has those rights, powers and duties vested under Chapter 2.106 of the Code of the Metropolitan Government of Nashville and Davidson County, subject to the provisions of the Act.

B. To accomplish the mutual goals of effective and efficient investigative processes of the Department and review process of the CRB, while also recognizing the need for the public to have a choice of venue in making a Complaint:

1. Complaints from the public:

a) The CRB Director, or designee, shall forward the complaint to OPA within three business days from receipt of complaint, in a manner consistent with the Act and established CRB policies and procedures. Complaints received by the CRB shall be evaluated by the CRB, if possible within the three business days, to determine if the complaint is related to an allegation of officer misconduct and therefore appropriate to be forwarded to OPA under the Act. To the extent possible, the CRB will collect a written, sworn complaint, and record the conversation with the complainant, and forward that to OPA since this will assist in the investigation. The CRB will also forward any documentation related to the Complaint including, but not limited to, any interviews, photographs, or evidentiary records.

b) All Complaints received by the Department, including those forwarded to OPA by the CRB, shall be evaluated and investigated by the Department in a manner consistent with established Department policies and procedures.

2. The Executive Director has the authority to initiate a Complaint to be forwarded to OPA.

c. The Executive Director and the OPA Director, or their representatives (if the directors both agree to use representatives), will engage in sincere face-to-face discussions to resolve any disagreements regarding the interpretation or execution of this MOU. If, despite these discussions, the issue remains unresolved, it will be escalated to the Executive Director and the Chief of the Metro Nashville Police Department or designee, who will meet in person to address it. If they are unable to resolve the matter, it will be referred to counsel for the parties.

#### **IV. COOPERATION AND ACCESS TO RECORDS AND INFORMATION**

The Department agrees to provide the CRB with access to records, body worn camera and in car camera footage, recordings, and information, to facilitate the CRB's exercise of its authority pursuant to the Metro Code and state law.

A. Case Files and Related Information

1. The Act provides that upon notification by the head of OPA that an allegation of misconduct by a Police Officer is closed, the Executive Director may review the case file. The parties acknowledge and agree an OPA investigation is closed when it has been reviewed and approved as closed by the appropriate supervisory personnel of the assigned investigator. OPA personnel will close an investigation promptly after completing their review unless they conclude that additional investigation or report revisions are required.

2. OPA will notify the CRB that an investigation is closed, and the date it was closed, within three business days after it is closed.

3. Within 10 business days after closure of an investigation, the Department will provide the CRB with the following:

- (a) The OPA File, including the recorded interviews; and,
- (b) The BWC and ICC footage that has been noted by the OPA investigator by time stamp as relevant to the investigation; and,
- (c) The CAD report related to the incident (if available); and,
- (d) A list of any records that were reviewed by the OPA investigator but are not included in the OPA File because they were determined by the OPA investigator to not be relevant to the investigative finding, if these records are not otherwise identified in the OPA File; and,
- (e) A list of any records that were reviewed by the OPA investigator but are not included in the OPA File because they are not subject to disclosure pursuant to Exhibit A.

4. If an entire record from the OPA File is not subject to disclosure based on the legal requirements listed on Exhibit A, this will be specifically noted for the CRB. If only a portion of a record contains information not subject to disclosure, then the record will be redacted accordingly, and the redacted copy will be provided to the CRB.

5. To minimize any delays in providing these records to the CRB, OPA will promptly forward the time stamps for the BWC and ICC footage requiring redaction, along with any other records from the OPA file that require redaction, to the appropriate division within the Department. The redaction process will take place as soon as possible to minimize

the time frame in providing the records to the CRB at the conclusion of the investigation.

6. After reviewing the initial records that have been provided by the Department to the CRB, the Executive Director may request additional records related to the review of the investigation of the Complaint. These records will be produced by the Department within 10 business days after the request, unless impracticable given the size of the request, the time necessary for the review and redaction process, or unless production would be prohibited by Exhibit A. If the production of these additional records will take longer than 10 business days, the Department will provide an explanation to the Executive Director.

7. All produced records will be provided digitally to the CRB, to the extent possible. The Department and the CRB will utilize a shared drive where records can be posted by the Department and accessed by the CRB. All records will be provided by posting to that shared drive, to the extent possible, pursuant to procedures developed by the Department and the CRB. If records are unable to be posted to the shared drive, then they will be provided by thumb drive or secure download.

8. The CRB's review of OPA's investigation is expected to take 90 days to complete after receipt of the initial records from MNPD as set forth in Paragraph #3 above.

B. To the extent permitted by law, the CRB will have routine and immediate access to:

1. The current Departmental Manual;
2. Any Department-issued written directives, Roll-Call trainings and briefings, memoranda, rules, procedures, and regulations that may be issued to supplement the Departmental Manual;
3. Any Department accreditation standards; and,
4. Departmental SOPs as referenced in Section 1.50.030 of the Departmental Manual.

### C. Other Information

In connection with preparing recommendations to the Chief of Police for the improvement of law enforcement policies and activities and to benefit the community, as permitted by state law, the Executive Director may request additional records or information from the Department. These records will be produced by the Department within 10 business days after the request, unless impracticable given the size of the request, the time necessary for the review and redaction process, or unless production would be prohibited by Exhibit A. If the production of these additional records will take longer than 10 business days, the Department will provide an explanation and estimated date of production to the Executive Director.

### D. Responsible Sworn Employee

The Department acknowledges that, consistent with the Department Manual, a sworn Employee of the Department will be designated within the organizational structure of the component responsible for the Department personnel who are processing BWC and ICC recordings for release to the CRB, for compliance with the component standard operating procedures regarding such release, and for the accuracy and completeness of each recording provided to the CRB.

## V. NOTIFICATION OF CASE PROGRESS

A. The Department and the CRB shall maintain a shared spreadsheet of complaints with the current status of the investigation by OPA and review by the CRB. The shared spreadsheet shall be updated at least weekly by both parties so the status information remains current.

B. The Department shall acknowledge receipt of a civilian complaint form, within ten (10) business days and identify the investigator that will be handling said citizen complaint.

C. Upon an additional request for a status report from the CRB on an investigation, the Department shall provide the CRB with the following information within five business days: (i) the name of the currently assigned investigator and his/her contact information; (ii) the current status of the investigation; (iii) the outcomes of the investigation, if it has been completed,

including any discipline imposed; and, (iv) date of officer notification of investigation (if applicable).

D. Upon an additional request from the Department for a status report from the CRB for a case returned by OPA to the CRB, the CRB will notify the Department of the status of the case within five business days.

E. While any investigation is pending, the CRB agrees to restrict its communications to the provision of status updates to any complainant who may contact the CRB regarding such investigation.

## **VI. COMPLAINANT WITHDRAWING COMPLAINT OR NOT RESPONDING**

A. OPA will attempt to contact a Complainant promptly after receiving a Complaint from the CRB. If an identifiable complainant fails to respond to OPA after at least three attempts to contact by OPA, OPA will give the Executive Director notice of this and may close its investigation fourteen (14) business days later if both (i) the complainant still has not responded, and (ii) the Executive Director has not notified OPA to proceed with the investigation as an Executive Director initiated Complaint.

B. If a complainant withdraws a Complaint, OPA will, within five business days, give the Executive Director notice of this and may close its investigation fourteen (14) business days later if the Executive Director has not notified OPA to proceed with the investigation as an Executive Director initiated Complaint.

## **VII. CONFIDENTIALITY**

The CRB will maintain the confidentiality of any document or information received from the Department, and of any confidential information derived from any such confidential document or confidential information obtained from the Department, which is designated confidential as required by law.

## **VIII. MEDIATION**

The CRB and the Department recognize the benefits of mediation and an amicable resolution of Complaints. During the OPA investigation of a Complaint, mediation will be offered by the Department to the Complainant

consistent with the Department's policy on mediation. If the Complainant elects mediation, and the officer agrees to it, then the Department will facilitate the mediation process and will notify the CRB of the conclusion by providing the mediator's statement of the result.

## **IX. ADMINISTRATIVE LEAVE & ALTERNATIVE DUTY ASSIGNMENT**

A. The Executive Director may notify the Chief of Police in writing, with all available detail, that the CRB has received an allegation of Misconduct that, if true, the Executive Director believes would be reason that a Police Officer's continued presence on the job may be detrimental to the Department or public safety. The Executive Director shall simultaneously notify OPA of the allegation.

B. If command staff is implicated in the allegation, then the Executive Director may also notify the Mayor.

C. Within five (5) business days of receipt of the request, or in the case of an imminent threat to public safety as soon as reasonably practicable based on the facts and circumstances of each case, including the seriousness and/or urgency of the request, the Department shall provide a written response advising of any action taken in response to the Executive Director's notification. If the Department requires additional information, then the Department will provide a written response as soon as reasonably practicable.

## **X. CRB FINDINGS AND RECOMMENDATIONS**

A. Upon completion of its review of an OPA investigation of an allegation of officer misconduct, the CRB (i) shall report its written findings and conclusions (a "Report") to the Chief of Police and the Mayor.

B. Upon completion of the review of an OPA investigation, the CRB committee may, subject to its own specific findings and conclusions, make recommendations ("Recommendations") to the Chief of Police for the improvement of law enforcement policies and activities and to benefit the community. Nothing in this section shall be construed to prevent the CRB from reporting findings of criminality to the appropriate State and/or Federal authorities.

C. Upon receipt of Recommendations or a noted deficiency from the CRB related to the CRB's review of an OPA investigation, the Chief of Police agrees to review and provide a written response thereto within forty-five calendar days. Such response should include, but should not be limited to, acceptance, partial acceptance, or non-acceptance of the recommendations, a statement of reasons for the Department's decision, and a description of actions taken by the Department in response to the recommendations, including any factual, legal, or policy issues affecting the Department's decision-making processes.

## **XI. FORCE REVIEW BOARD**

The Department agrees that the Executive Director or, if unavailable, the Assistant Executive Director, may elect to participate as a voting member on any or all Force Review Board meetings. If the Executive Director or Assistant Executive Director is present at the Force Review Board meeting, then that person, but not any other staff or Board members, must recuse themselves from any further review of the complaints reviewed at the meeting. Additionally, the meeting attendee must maintain the confidentiality of any information or records obtained through the meeting and not share that information or records with the CRB staff or Board members. This confidentiality requirement does not apply to public records that are otherwise available.

## **XII. NOTIFICATION OF CRITICAL INCIDENTS**

The Department consents to the CRB receiving notifications from the Department of Emergency Communication (DEC) regarding critical incidents involving Metropolitan Nashville Police Officers. Critical incidents include any use of force resulting in serious bodily injury or death as well as in custody deaths. The CRB acknowledges that these notifications are made exclusively by DEC and it is incumbent upon the CRB to establish any notification procedures directly with the DEC. The CRB recognizes that DEC notifications regarding critical incidents involving MNPD officers may include non-public information. As such, the CRB agrees to keep any information obtained from a DEC critical incident notification confidential.

## **XIII. TRAINING PROVIDED BY DEPARTMENT**

A. The Department will provide access to a Citizens Police Academy for CRB members and personnel. In order to document compliance with Code

requirements, certification of completion will be provided upon physical attendance and successful completion of all sessions. CRB members and personnel will be afforded the opportunity to attend make up classes when their schedules do not permit attendance at an originally scheduled class. Program participants will be provided with written course materials and, when available, access to online training modules and/or 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 an academy subject. The five key objectives of the academy program will be to:

1. familiarize the CRB with Department structure, functions, operations, and policies, and the Department with the operations and concerns of the CRB;
2. provide the CRB with an understanding of why the Department handles particular situations in certain ways;
3. provide another channel of communication between the CRB and the Department;
4. promote support for OPA investigations within the Department; and,
5. promote mutual respect and understanding between the CRB and the Department.
6. The Chief of Police may allow credit for completion of former COB members who have completed a Citizens Police Academy course.

B. When safe and practicable, the Department will allow the CRB to attend and observe training on subject matters found within any of the curriculums for Department basic and in-service training, including but not limited to, Law Blocks and de-escalation training. Access to such training will be granted upon request of the Executive Director. Effective training on a particular subject matter may be contingent on the completion of classes that serve as a precursor or prerequisite to a selected subject matter. CRB individuals who are not Metro Employees may be required to sign a liability waiver.

C. CRB members and personnel attending any training sessions conducted by the Department will be expected to conform to Department Training Academy rules and regulations.

D. It is expected that CRB members and personnel attending training conducted by the Department will participate in any generally required course-specific proficiency examinations.

E. Upon request, the Executive Director, CRB Board members and CRB staff shall be allowed to ride along with Department Police Officers for training purposes. There shall be no limitation on the number of ride-alongs taken.

#### **XIV. OFFICER INFORMATION**

Whenever the Department is requesting from any federal, state or local law enforcement agency, or agency with law enforcement powers, information on any applicant for a sworn officer position currently or previously employed by that agency, the Department shall require that the applicant waive any confidentiality rights necessary for such prior employer to disclose to the Department information about any history of misconduct, and pending allegations or investigations of misconduct and, if the applicant has left that employment, any allegations or investigations pending when the applicant left.

#### **XV. DISPUTE RESOLUTION AND JOINT REVIEW**

A. Should a dispute arise under this MOU, the Parties agree to engage in good faith discussions to resolve the dispute. If there is a significant issue that is unable to be resolved by their designees, then the Executive Director and the Chief of Police will engage in good faith discussions to resolve the dispute and may request that the Mayor and Metro Director of Law facilitate such discussions.

B. Both Parties agree to engage in a joint review of the MOU's terms at least annually and to discuss in good faith any revisions proposed during such review. Any amendments to the MOU must be made in writing, signed by the parties, and the revised MOU must be filed with the Metro Clerk.

C. If any terms or conditions of this MOU are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall

not be affected and shall remain in full force and effect. To this end, the terms and conditions of this MOU are declared severable.

D. This MOU shall remain in effect for five years (60 months) from the date that the agreement is signed by the parties and filed with the Metro Clerk.

## **XVI. MEETINGS**

The Chief of Police agrees to designate a Department liaison to attend each CRB full Board meeting, and if the liaison requests the CRB will allow the liaison to present information to the Board during the meeting.

**METROPOLITAN NASHVILLE COMMUNITY REVIEW BOARD**

\_\_\_\_\_  
Alisha Haddock, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jill Fitchard, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wesley Clark, Attorney

\_\_\_\_\_  
Date

**METROPOLITAN NASHVILLE POLICE DEPARTMENT**

\_\_\_\_\_  
John Drake, Chief of Police

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Wallace Dietz, Director of Law  
Metro Nashville Department of Law

\_\_\_\_\_  
Date

**FILED WITH THE METRO CLERK**

\_\_\_\_\_  
Metro Clerk

\_\_\_\_\_  
Date

## EXHIBIT A

### Information Not Subject to Disclosure

Records and information not subject to disclosure under this MOU:

1. Rape/Sex Crimes Related to Adults - Tenn. Code Ann. § 10-7-504(q).
2. Child Sexual Abuse Records and Information - Tenn. Code Ann. § 37-1-612.
3. Child Abuse Records and Information - Tenn. Code Ann. § 37—1-409.
4. Domestic Violence/Orders of Protection - Tenn. Code Ann. § 10-7-504(a)(16).
5. Juvenile Offenses - Tenn. Code Ann. § 37-1-154.
6. Health and Mental Health Records - HIPAA and various state laws.
7. Confidential Informant Information - *Holman v. Cayce*, 873 F.2d 944, 946-47 (6<sup>th</sup> Cir. 1989); *House v. State*, 44 S.W.3d 508, 512 (Tenn. 2001); and *State v. Ostein*, 293 S.W.3d 519, 534-35 (Tenn. 2009).
8. Criminal Intelligence Information/Field Interviews/Crime Stopper Tips - 28 CFR Part 23.
9. Expunged Arrest Records/Files/Information - Tenn. Code Ann. § 40-32-101.
10. TBI Records - Tenn. Code Ann. § 10-7-504(a)(2).
11. Information gleaned from NCIC, TIES, or NLETS and protected under TBI or FBI rules.
12. Information prohibited from disclosure pursuant Rule 16 of the Tenn. Rules of Criminal Procedure, unless such information has been approved for disclosure to the CRB by the District Attorney General.