

**Contract for Training Personnel
Between Metro Nashville Police Department
And the Mental Health Cooperative**

The purpose of this agreement (the "Agreement") is to ensure the provision, integration, and implementation of mental health training for Metro Police Department Personnel by Mental Health Cooperative Clinical Personnel.

Mental Health Cooperative ("MHC") and Metro Nashville Police Department ("MNPD") enter into this Agreement and agree to the following terms:

A. MHC agrees to the following:

- a. Attend and participate in multidisciplinary meetings, as necessary, for the purposes of collaboration and evaluation of training program format and effectiveness.
- b. Provide mental health training of MNPD officers by a qualified instructor. Training will include, but not be limited to, Crisis Intervention Team Curriculum training, recruit training, in-service training, and reality-based training.
- c. Provide a point person within MHC Mobile Crisis Response Team Leadership as a Law Enforcement Liaison dedicated to addressing any issues that may arise related to this agreement and serving as the primary point of contact regarding training needs.
- d. Provide and review any relevant data regarding number of MNPD personnel trained each month.

B. Metro Nashville Police Department agrees to the following:

- a. Provide training opportunities to MNPD personnel on major topics including, but not limited to, recognizing signs and symptoms of mental illness, suicide risk, verbal de-escalation techniques, behavioral health referral sources, and involuntary commitment criteria.
- b. Provide sufficient space for training events to occur.
- c. Attend and participate in multi-disciplinary meetings, as necessary, for purposes of collaboration and evaluation of training effectiveness.
- d. Provide a point person within MNPD leadership who is dedicated to addressing any issues that may arise related to this agreement.

- e. Provide and review any relevant data regarding number of MNPd police personnel who have received training.

Both parties agree to the following assurances:

1. As designated in RS2022-1313, the Metropolitan Council has designated \$350,000 in American Rescue Plan Act funds towards the implementation of this mental health training program. In fiscal year 2022, the Metropolitan Council has designated \$50,000 for payment of wages for a certified training instructor provided by MHC. In fiscal years 2023, 2024, and 2025, the Metropolitan Council has designated \$100,000 each year for the wages for a certified training instructor provided by MHC. MNPd will retain these funds until MHC submits a monthly invoice to MNPd for services rendered under this contract. Upon receipt of an invoice for services rendered, MNPd will provide payment to MHC within thirty days.
2. This agreement shall commence upon approval by the Metropolitan Council.
3. MNPd or MHC may terminate this contract at any time upon fourteen (14) days written notice to the other party. Should MHC fail to fulfill in a timely and proper manner its obligations under this contract, or if it should violate any of the terms of this contract, MNPd shall have the right to immediately terminate the contract. MNPd shall also have the right to immediately terminate this contract if MHC, or any person or entity being provided with services pursuant to this contract, engages in any illegal activity. Such termination shall not relieve MHC of any liability to MNPd or the Metropolitan Government for damages sustained by virtue of any breach by MHC.
4. This Agreement shall not be assigned by either party in any manner or by operation of law. Any such assignment is deemed null and void.
5. Either party may contact the other at any time to review this Agreement and make modifications as needed. Any modifications to this Agreement must be included in an instrument in writing signed by a duly authorized representative of each of the parties, effective as of the date stipulated therein.
6. Each party to this Agreement will be and remain legally and financially responsible for its own acts and omissions, and the resulting damages, expenses, liabilities, and costs, and for those of its affiliates, employees, and agents, related to this Agreement. The Metropolitan Government is self-insured. Throughout the term of this Agreement, MHC will, at its own expense, continuously maintain in full force and effect comprehensive general liability insurance and errors and omissions coverage for injuries or damages arising out of or in connection with the performance of this Agreement in the amount not less than \$1 million

occurrence/\$2M aggregate and will provide a copy of its certificate of insurance at Metro's request.

7. This contract shall be governed by the laws of the State of Tennessee. Any lawsuit concerning this contract shall be maintained in a court located in Davidson County, Tennessee. This Agreement, and the attached documents (if any), constitutes the entire agreement of the parties on the subject matter of this Agreement and supersedes any previous communication or agreements between parties.
8. Each party to this agreement understands that any training materials produced because of this agreement and any training are public record and are subject to disclosure. Further, MHC understands that any personnel assigned to train MNPD personnel may be called upon to testify related to that training without additional compensation from MNPD.
9. The parties agree to comply with any applicable federal, state, and local laws and regulations.
10. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Neither party shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
11. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, gender, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
13. Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

The above-mentioned responsibilities and assurances have been agreed upon by all parties involved.

Amanda Bracht 2/9/2002

Amanda Bracht, LCSW Date
Senior VP, Public Relations,
Community Development, Judicial Services
Mental Health Cooperative

J.C. Drake 2-9-22

John Drake Date
Chief of Police
Metropolitan Nashville Police Dept.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery/mjw 2/11/2022
Director Date
Department of Finance

APPROVED AS TO INSURANCE
REQUIREMENTS:

Balogun Cobb 02/10/2022
Director of Insurance Date
Metropolitan Government

APPROVED AS TO FORM AND LEGALITY:

Phylinda Ramsey 02/10/2022
Assistant Metropolitan Attorney Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk Date