

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TENNESSEE BUREAU OF INVESTIGATION  
AND  
METROPOLITAN NASHVILLE POLICE DEPARTMENT**

**DESIGNATING OFFICERS AS MEMBERS OF THE TENNESSEE BUREAU OF  
INVESTIGATION'S  
DRUG INVESTIGATION DIVISION DRUG OVERDOSE TASK FORCE**

This Memorandum of Understanding ("MOU") is between the Tennessee Bureau of Investigation ("TBI") located at 901 R.S. Gass Blvd., Nashville, Tennessee 37216 and the Metropolitan Nashville Police Department (the "LEA") located at \_\_\_\_\_ Tennessee, \_\_\_\_\_.

**WHEREAS**, the parties agree that this MOU creates a mutually beneficial relationship by coordinating efforts between the parties.

**WHEREAS**, the LEA will provide qualified officers ("Task Force Members") to participate on the TBI's Drug Investigation Division's Drug Overdose Task Force ("Task Force"). The Task Force Members will at all times remain employees of the LEA.

**WHEREAS**, the Task Force Member will assist the TBI in drug overdose investigations.

**WHEREAS**, the LEA's need for and use of the Task Force Member takes precedence over the TBI's need for and use of a Task Force Member.

**THEREFORE**, the parties mutually agree to the following provisions:

**I. GENERAL PROVISIONS**

- a. Beneficiaries. This MOU is an internal agreement between the parties and does not confer any rights, privileges, or benefits to any other party or to the public.
- b. Complete Agreement. This MOU reflects the complete agreement between the parties regarding this subject matter and supersedes any previous agreement related to the same subject matter.
- c. Severability. Nothing in the MOU is intended to conflict with current laws or regulations. If a term of this MOU is inconsistent with such authority, that term shall be invalidated, and the remaining terms and conditions of this MOU shall remain in full force and effect.
- d. Modification. This MOU may only be amended by the written agreement of both parties.

- e. Review. The parties agree to schedule periodic meetings to review this MOU, as needed.
- f. Termination. This MOU may be terminated by either party upon a thirty (30) day written notice delivered via certified mail to the other party.

## **II. SELECTION AND RETENTION OF TASK FORCE MEMBERS**

- a. The LEA will nominate POST Certified officers ("Task Force Candidates") for the Task Force that fit the criteria set forth by the TBI.
- b. The TBI will evaluate all nominations. The selection of Task Force Members will be at the sole discretion of the TBI.
- c. The TBI will conduct a thorough background check of all Task Force Candidates. It will be the same background check the TBI uses when evaluating prospective new TBI agents.
- d. Task Force Candidates who meet selection criteria and complete all required training will be considered "Task Force Members." Task Force Members will, without additional compensation (except overtime as required by law), perform the duties as determined by the Director of the TBI or his designee.
- e. Task Force Members will be closely monitored by the TBI. The TBI may remove any Task Force Member from the Task Force for any reason and will inform the LEA's point of contact of the Task Force Member's removal from the Task Force.
- f. Before designation of each Task Force Member and on an ongoing basis, the LEA agrees to provide to the TBI, any negative performance information, or other information that may call into question the Task Force Member's truthfulness or ability to testify in court.
- g. Upon selection, Task Force Members will be required to sign a copy of this MOU, agreeing to its terms.
- h. A copy of this MOU shall be kept at the LEA for review by Task Force Members at any time upon request.

## **III. TRAINING OF TASK FORCE MEMBERS**

- a. The TBI may provide training regarding laws, policies and procedures to selected Task Force Candidates. If training is provided, it will be at no cost to the LEA.
- b. TBI will furnish each Task Force Member with credentials designating them as a TBI Task Force Member

#### **IV. TASK FORCE OPERATIONS**

- a. The Task Force Member is not employed by the TBI. The Task Force Member is an employee of the LEA.
- b. The Task Force Members will retain any and all law enforcement authority that they have been conferred by the LEA.
- c. The Task Force Members shall use and maintain the same law enforcement equipment they use while performing their duties with the LEA including long guns, handguns, handcuffs and other similar equipment. The TBI has the right to inspect all law enforcement equipment used by Task Force Members, and the TBI has the sole discretion to determine that each item of equipment is safe and appropriate for the business of the Task Force.
- d. The Task Force Member shall immediately return all TBI-issued equipment, if any, and identification/credentials when a Task Force Member terminates employment with the LEA or when they are no longer a Task Force Member.

#### **V. COMPENSATION OF TASK FORCE MEMBERS**

- a. The Task Force Members' salaries and benefits will be paid and provided by the LEA.
- b. TBI will reimburse the LEA up to \$10,000.00 in overtime costs per task force member per fiscal year. TBI's reimbursement is subject to funds availability. LEA shall submit the attached "Task Force Reimbursement Request" when seeking reimbursement. Any additional overtime due to be paid to the Task Force Member shall be the responsibility of and shall be paid by the LEA.
- c. Any state asset forfeitures will be divided equally and solely between participating LEA's, with the exception of TBI, after all legal process is concluded. Any federal asset forfeitures will be distributed to all participating agencies as dictated by regular federal protocols after all legal process is concluded.

#### **VI. LIABILITY**

- a. The TBI does not employ any Task Force Member. Each Task Force Member is employed by the LEA.
- b. Each Task Force Member is covered by Injury on Duty coverage through the LEA.

#### **VII. TERM**

This MOU becomes effective when approved by the TBI, the LEA, and the Metropolitan Council. This MOU will remain in effect for a period of one year, unless modified or terminated as defined under Section I of this MOU. This agreement may be extended for a maximum of five years, including the first year it is effective, with approval from the LEA and TBI.

- a. This MOU will automatically renew for periods of one (1) year unless, prior to the date sixty (60) days before the end of the then-existing term, the party who wants to cease automatic renewal gives written notice of that fact to the other party.

#### **VIII. POINTS OF CONTACT**

**TBI:**

David B. Rausch  
TBI Director  
901 R.S. Gass Blvd.  
Nashville, TN 37216

**LEA:**

Chief/Sheriff  
Agency  
Address  
City State Zip  
Phone:  
Fax:  
Email:

Tennessee Bureau of Investigation

By:

(RCM)

David B. Rausch

Name of Authorized Representative

11/30/2021

Date

DIRECTOR

Title of Authorized Representative

LEA

By:

[Signature]

Name of Authorized Representative

1-10-21

Date

CHIEF OF POLICE

Title of Authorized Representative

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS:

*Kelly Flannery/mjw*

Kelly Flannery, Director  
Department of Finance

*TF*

\_\_\_\_\_  
Date

APPROVED AS TO INSURANCE  
REQUIREMENTS:

*Balogun Cobb*

Director of Insurance  
Metropolitan Government

February 4, 2022

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

*Phylinda Ramsey*

Assistant Metropolitan Attorney

February 4, 2022

\_\_\_\_\_  
Date

FILED IN THE OFFICE OF THE  
METROPOLITAN CLERK:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date