

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE TENNESSEE BUREAU OF INVESTIGATIONS DRUG OVERDOSE TASK FORCE; AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

WHEREAS, the Tennessee Bureau of Investigations Drug Overdose Task Force is a multi-agency venture to address regional overdose cases that plague our communities; and

WHEREAS, the task force is governed through the use of a Memorandum of Understanding with participating agencies and this agreement will continue to allow Kingsport Police Department to not only be a member of the Drug Overdose Task Force but to exchange information, share experiences, and resources within the region to more effectively and efficiently investigate overdose cases.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Memorandum of Understanding with the Tennessee Bureau of Investigations Drug Overdose Task Force is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Memorandum of Understanding with the Tennessee Bureau of Investigations Drug Overdose Task Force, and to take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the memorandum and this resolution, said agreement being as follows:

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TENNESSEE BUREAU OF INVESTIGATION  
AND  
KINGSPORT POLICE DEPARTMENT  
DESIGNATING OFFICERS AS MEMBERS OF THE TENNESSEE BUREAU OF  
INVESTIGATION'S  
NARCOTICS INVESTIGATIVE DIVISION  
(Also referred to as the 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 Kingsport Police Department (the "LEA") located at 200 Shelby Street Ste 108 Kingsport, Tennessee, 37660.

**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 Narcotics Investigative Division's (also referred to as the Drug Investigation Division) 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 removal of the Task Force Member from the Task Force.
- f. The LEA agrees to provide to the TBI, before designation of each Task Force Member and on an ongoing basis, with respect to each Task Force Member, 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, and a Non-disclosure Agreement ("NDA"). The Non-disclosure Agreement shall be in the form attached hereto as Exhibit A.
- h. A copy of this MOU and the signed NDA 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 by which they are employed.
- 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 to 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." 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 Workers' Compensation coverage through the LEA.

c. Any liability incurred by the Task Force Member shall be borne by the LEA.

d. The LEA agrees to indemnify and hold harmless the TBI, from and after the date of the effective date of this MOU, from and against any losses or damages (including attorneys' fees) incurred by the TBI as a result of the negligence, misfeasance or malfeasance of any Task Force Member.

e. The LEA agrees to indemnify and hold harmless the TBI, from and after the date of the effective date of this MOU, from and against any losses or damages (including attorneys' fees) resulting from any injury to any Task Force Member incurred while working on Task Force business.

**VII. TERM**

a. This MOU becomes effective when approved by the TBI and the LEA as evidenced by the latest date of signature below and remains in effect for a period of one (1) year unless modified or terminated as defined under Section I. of this MOU.

b. 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 Dale Phipps, Kingsport Police Department, 200 Shelby Street Ste 108, Kingsport, TN 37660, Phone: (423) 229-9426, Fax: (423) 224-2786, Email: Dalephipps@kingsporttn.gov

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 18th day of July, 2023.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY