

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TENNESSEE BUREAU OF INVESTIGATION AND THE
TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY'S
TENNESSEE HIGHWAY SAFETY OFFICE AND THE
KINGSPORT POLICE DEPARTMENT**

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 Tennessee Department of Safety and Homeland Security's Tennessee Highway Safety Office (the "THSO") located at 312 Rosa Parks Tennessee Tower Nashville, TN 37243 and the City of Kingsport for its Kingsport Police Department located at 200 Shelby Street Kingsport, Tennessee 37660 hereinafter, collectively referred to as the "Parties".

WHEREAS, the THSO has supplied funding via a grant to the TBI for the purchase of SoToxa mobile testing systems equipment and consumables;

WHEREAS, this MOU establishes the responsibilities and duties of all the Parties.

THEREFORE, the Parties mutually agree to the following provisions:

I. GENERAL PROVISIONS

- a. 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. 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. 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. This MOU may only be amended by the written agreement of all Parties.

II. RESPONSIBILITIES OF PARTIES

- a. The THSO will provide funds via the THSO Grant # Z25THS300 to the TBI for the purchase of SoToxa mobile testing system ("equipment") and the initial consumables for equipment.
- b. The TBI shall purchase the equipment and initial consumables for equipment.

- c. After receipt of equipment, TBI will tag equipment in compliance with State requirements and thereafter deliver the equipment and consumables to THSO. TBI will provide all state tag numbers and the units' associated serial numbers to THSO. Should the THSO redistribute the equipment to another law enforcement agency, it shall notify the TBI of the change for record-keeping purposes.
- d. THSO shall deliver to the selected law enforcement agency the equipment and initial consumables. THSO will provide TBI for its records the following: the selected law enforcement agency's name, agency contact information, and the state tag number of the equipment delivered.
- e. THSO will notify the District Attorney General in each district where the equipment may be used. The approval of the use of the equipment in judicial districts must be agreed upon by both THSO and the District Attorney General.
- f. The Law Enforcement Agency shall be required to sign a copy of this MOU, agreeing to its terms, prior to receiving receipt of equipment and consumables.
- g. THSO shall provide training on the equipment prior to the Law Enforcement Agency using equipment.
- h. The Law Enforcement Agency acknowledges that it shall be financially responsible for consumables after the initial supply of consumables is depleted.
- i. The Law Enforcement Agency pledges that it will use due care with equipment and shall not misuse equipment or consumables in any way while the equipment is within the care and custody of the Law Enforcement Agency.
- j. The Law Enforcement Agency agrees to adhere to the policy for use of the equipment and consumables.
- k. The Law Enforcement Agency warrants that it will notify the equipment manufacturer of any issues related to equipment. The Law Enforcement Agency will not tamper with, attempt to repair, modify the equipment, or use the equipment in any way that is not an acceptable use of the equipment per the manufacturer.
- l. All Parties acknowledge that TBI shall not provide technical assistance or support for the equipment and that TBI's sole role in this process is for the purchase and state tagging of the equipment.

- m. All parties agree that any court testimony needed regarding the operation of the equipment or interpretation of results that is unable to be answered by the Law Enforcement Agency representative shall be directed to the manufacturer of the equipment.
- n. Any costs for maintenance and support, repair, replacement, or any other costs associated with the equipment, will be borne by the THSO or the Law Enforcement Agency.

III. TERM

- a. This MOU becomes effective when executed by the TBI, THSO and Law Enforcement Agency as evidenced by the latest date of signature below and remains in effect for a period of three (3) years unless modified or terminated.
- b. Any of the Parties may terminate this MOU for any reason by giving ten (10) days written notice to all Parties. However, should this MOU be terminated, the Law Enforcement Agency shall return any equipment provided under this MOU to the THSO. Should THSO redistribute the equipment to another Law Enforcement Agency, it should notify TBI of any changes in the location and custody of the equipment.

IV. POINTS OF CONTACT

TBI:

Supervisor Melinda Quinn
Toxicology
901 R.S. Gass Blvd.
Nashville, TN 37216

THSO:

Clyde "Buddy" Lewis, Director
Tennessee Tower 25th Floor
312 Rosa Parks
Nashville, TN 37243

Kingsport Police Department:

Adonis Wheeler
200 Shelby Street
Kingsport, Tennessee 37660

For Notices Pursuant to this MOU

Office of the City Attorney
City of Kingsport
415 Broad Street
Kingsport, TN 37660
bartrowlett@kingsporttn.gov

Tennessee Bureau of Investigation:

Signature

Date

Director David B. Rausch

Printed Name and Title of Authorized Representative

Tennessee Office of Highway Safety:

By:

Signature

Date

Director Clyde "Buddy" Lewis

Printed Name and Title of Authorized Representative

CITY OF KINGSPORT FOR ITS KINGSPORT POLICE DEPARTMENT:

Paul W. Montgomery, Mayor

Date

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney