

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TENNESSEE BUREAU OF INVESTIGATION
AND
[NAME OF LOCAL LAW ENFORCEMENT AGENCY]**

**DESIGNATING OFFICERS AS MEMBERS OF THE TENNESSEE BUREAU OF
INVESTIGATION'S CRIMINAL INVESTIGATION DIVISION 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 St. 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 Criminal Investigation Division's Task Force. The Task Force Members will at all times remain employees of the LEA.

WHEREAS, the TBI will train each Task Force Member under the TBI training program for the Criminal Investigation Division.

WHEREAS, the Task Force Member will assist the TBI in criminal investigations. At all times during the investigations, the Task Force Member will be supervised by a TBI Agent. The Task Force Member will be utilized at the discretion of the supervising TBI Agent.

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. The Task Force Members will be committed to the program for a term of two (2) years.
- f. 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.
- g. 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.
- h. 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.
- i. 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 will provide training regarding laws, policies and procedures to selected Task Force Candidates. This training will be provided at no cost to the LEA. Task Force Candidates who successfully complete this training will become Task Force Members.
- b. Upon successful completion of the TBI training program, the TBI will furnish each Task Force Member with credentials designating them as a TBI Task Force Member

IV. SCHEDULING OF TASK FORCE MEMBERS

- a. The parties shall formulate a mutually agreeable schedule that makes one Task Force Member available for Task Force duties at all times.
- b. When the TBI has a need for that Task Force Member, the TBI shall contact the scheduled Task Force Member directly with instructions.

- c. The TBI shall also advise the LEA Point of Contact that the Task Force Member has been called in to undertake Task Force duties and provide an estimate of the Task Force Member's availability to return to his or her regular duties at the LEA.
- d. 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.

V. TASK FORCE OPERATIONS

- a. The Task Force Member shall be supervised by a TBI agent and will follow TBI directives, policies, procedures and instructions when operating as a TBI Task Force Member.
- b. The Task Force Member is not employed by the TBI. The Task Force Member is an employee of the LEA.
- c. 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.
- d. Task Force Members shall use and maintain the same law enforcement equipment they use while performing their duties with the LEA including long guns, hand guns, 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.
- e. Task Force Members shall use only electronic equipment, including phones and computers, issued by the TBI while working on TBI Task Force business. Task Force Members shall not disclose any information contained on TBI-issued electronic equipment.
- f. TBI issued items, including electronics, shall not be used when a Task Force Member is not working on specific Task Force business.
- g. The Task Force Member shall immediately return all TBI-issued equipment and identification when a Task Force Member terminates employment with the LEA or when they are no longer a Task Force Member.

VI. 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 Members shall be the responsibility of and shall be paid by the LEA.

VII. 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.

VIII. 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 1 years 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.

IX. POINTS OF CONTACT

TBI:

David B. Rausch
TBI Director
901 R.S. Gass Blvd.
Nashville, TN 37216
Phone:
Fax:
Email:

LEA:

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|----------------|------------------------------|
| Chief/Sheriff | Jason Bellamy |
| Agency | Kingsport Police Department |
| Address | 200 Shelby Street |
| City State Zip | Kingsport, Tennessee 37660 |
| Phone: | 423-229-9426 |
| Fax: | 423-224-2786 |
| Email: | jasonbellamy@kingsporttn.gov |

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Tennessee Bureau of Investigation
By:

Name of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Date

LEA
By:

Name of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Date