

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE 21ST JUDICIAL DRUG TASK FORCE
AND
THE CITY OF FRANKLIN POLICE DEPARTMENT
COF Contract No. 2017-0208**

SUBJECT: Memorandum of Understanding, (MOU), between the 21ST JUDICIAL DRUG TASK FORCE, ("DTF"), and the CITY OF FRANKLIN POLICE DEPARTMENT, ("FPD"), concerning the joint cooperative undertaking set forth below.

1. **Purpose.** The parties, finding that the manufacturing, distribution and trafficking of narcotics is a significant threat to the citizens of the City of Franklin, Williamson County, Tennessee, agree that entering into this MOU is to the mutual benefit of both parties. The objective of this MOU is to provide a framework for cooperation between the two entities in the joint and cooperative undertaking to disrupt the illicit manufacturing, sales, distribution, and trafficking of illegal drugs within City of Franklin, Williamson County, Tennessee, by immobilizing targeted violators and drug trafficking organizations.
2. **Separate Entity.** This MOU does not create a separate entity nor should it be interpreted as creating a separate entity under any circumstances.
3. **Duties and Responsibilities of DTF.** DTF shall have the following duties and responsibilities.
 - a. DTF shall gather intelligence data relating to the manufacturing, distribution, sale, and trafficking of narcotics and other illegal drugs within City of Franklin, Williamson County, Tennessee.
 - b. DTF will investigate and conduct undercover operations where DTF determines is appropriate. DTF shall have the authority to determine what investigation methods are used by DTF personnel.
 - c. DTF pledges to City of Franklin, Williamson County, Tennessee that DTF will use all available resources to proactively target, investigate, arrest, prosecute and convict persons engaging in illegal drug trafficking and sales in and around City of Franklin, Williamson County, Tennessee.
4. **Duties and Responsibilities of City.** The FPD shall have the following duties and responsibilities.
 - a. The FPD agrees to provide DTF with a financial contribution of \$5000.00 for each term as defined herein.
 - b. The financial contribution is to be made payable in full to the DTF within 90 days of the execution of this MOU.
 - c. FPD shall appoint one representative to the DTF Board of Directors. The appointment shall be made pursuant to applicable laws.
5. **Term.** Upon being fully executed, this MOU shall be effective for the period beginning June 1, 2017 and shall continue until May 31, 2018.
6. **Termination for Convenience.** Either party may terminate this MOU at any time and without cause upon providing the other party and the DTF Board with 30 days' notice. This MOU may be terminated at any time by the parties.
7. **Termination for Cause.** Should either party fail to fulfill, in a timely and proper manner, its material obligations under this MOU then the non-breaching party shall provide notice to the breaching party to cure the breach. The breaching party shall have 10 calendar days to cure the breach. Should the breaching party fail to cure the breach within the 10 days, then the non-breaching party shall have the right to immediately terminate this MOU without providing additional notices.
8. **Compensation.** Except as specifically provided herein, consideration for this MOU shall consist of the mutual understandings contained herein. The parties agree that monetary compensation shall neither be expected nor received by either party.
9. **Conflict with Laws.** Nothing in this MOU is intended to conflict with current applicable laws or regulations.
10. **Modification.** This MOU may be modified upon the mutual written consent of the parties.
11. **Independent Entities.** The relationship of the entities shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this MOU. The entities hereto shall not 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 entity contrary to the terms of this paragraph. Each entity shall

maintain its own identity in providing services. Each entity is separately responsible for establishing its own policies and financing its own activities.

12. Nature of Memorandum of Understanding. The FPD and DTF expressly acknowledge and agree that this MOU sets forth the terms and conditions governing the roles and responsibilities of each party.

13. Force Majeure. Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

14. Severability. Should any provision of this MOU 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 MOU.

15. Discriminatory Practices. The parties shall not subscribe to any policy or practice which permits or allows the refusal of services to individuals in need due to the individual's race, creed, color, national origin, age, sex or which is in violation of any applicable laws.

16. Assumption of Liability. Each party shall be liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers or anyone operating under the supervision of the party.

17. Required Approvals. Each party shall be responsible for receiving all approvals from the appropriate governing bodies prior to executing this MOU.

18. Miscellaneous. The complete understanding between the parties is set out in this MOU, and this MOU supersedes and voids all prior and contemporaneous understandings except as herein contained. The headings in this MOU are for convenience and reference and are not intended to define or limit the scope of any provisions of this MOU. Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution form. The remedy for non-performance under this MOU shall be termination of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU as of the dates recorded below.

City of Franklin Police Department:

By: Eric S. Stuckey
Eric S. Stuckey, City Administrator

Date: 9-13-2017

Approved as to form by:

Kristen L. Corn
Kristen L. Corn, Assistant City Attorney

21st Judicial District Drug Task Force:

By: Joey Kimble
Joey Kimble, Director

Date: 9-13-17

District Attorney, 21st Judicial District:

By: Kim R. Helper
Kim Helper, District Attorney General

Date: 9-18-17