

ELECTRONIC MONITORING INDIGENCY FUND

MEMORANDUM OF UNDERSTANDING

WHEREAS, based on (_____) “Local Government” participation in the Electronic Monitoring Indigency Fund (“EMIF”) by resolution, the Department of Treasury (“Department”) and the Local Government have agreed to enter into this memorandum of understanding (“MOU”). The EMIF shall be composed of two (2) accounts: an account used for the payment of eligible costs associated with the lease, purchase, installation, removal and maintenance of ignition interlock devices (“Ignition Interlock Account”) and an account used for the payment of eligible costs associated with the use of transdermal monitoring devices, other alternative alcohol or drug monitoring devices, and global positioning monitoring devices (“Other Alternative Drug and Alcohol Monitoring Device Account”).

I. PURPOSE

The purpose of this MOU is to outline the roles and responsibilities and the payment process for the Local Government costs associated with the Local Government’s participation in the EMIF relative to eligible transdermal monitoring devices; other alternative drug and alcohol monitoring devices; and global positioning monitoring devices for its indigent defendants (collectively, “Device” or “Devices”).

II. PAYMENT PROCESS

A. Through the Local Government’s participation in the EMIF, it will pay fifty percent (50%) of the costs associated with Devices for its indigent defendants with the State of Tennessee (“State”) paying the other fifty percent (50%), subject to the transfer of money from the Ignition Interlock Account to the Other Alternative Drug and Alcohol Monitoring Account as well as an appropriation by the State.

B. In obtaining money from the Local Government, the Department will bill the Local Government on a monthly basis by providing it with a statement of costs associated with Devices by either collecting the costs from the Local Government’s Local Government Investment Pool Account (“LGIP”) or a Local Government’s designated bank account. The Local Government chooses the following payment option (check one):

- A journal draft from the Local Government’s LGIP account on a monthly basis for Device invoices. In order to utilize this option, the Local Government must deposit its full budgeted amount for participation in the EMIF with the Department in a lump sum within thirty (30) business days from the date the budgeted amount is approved. The Local Government’s funds will be placed in a designated LGIP account and will earn interest at the applicable rates to the credit of the Local Government; or
- ACH draft from a bank account designated by the Local Government in twelve (12) equal monthly installments.

C. The State may also obtain money from participating Local Governments for costs associated with Devices from the Local Government’s state-shared taxes.

D. At the conclusion of any fiscal year, should the Local Government have a balance in either account option listed above in excess of its EMIF liabilities, the Local Government may opt to have the fund returned to the Local Government or roll the funds into the next fiscal year for participation in EMIF.

E. In the event that the Local Government fails to pay its liabilities as established in this MOU, the State may also obtain money from participating Local Governments for costs associated with Devices from the Local Government’s state-shared taxes.

F. Should the Local Government not pay its fifty percent (50%) of costs associated with Devices, the State will cease paying its portion of the costs and the Department will not approve any claims or pay any invoices as of the date that the Local Government cannot pay its costs and until such time that the Local Government has sufficient funds available to pay its costs as provided in this MOU.

III. DURATION

This MOU will become effective upon signature by the authorized representatives for the Department and the Local Government and will remain in effect until modified or terminated upon the mutual agreement of the Department and Local Government. This MOU will be automatically terminated if the Local Government withdraws its participation from the EMIF for the payment of costs associated with Devices, and the Local Government pays outstanding liabilities to the EMIF in accordance with the terms of this MOU and applicable laws, rules, policies, procedures and guidance.

IV. SURVIVAL

The terms, provisions, representations, and warranties contained in this MOU which by their sense and context are intended to survive the performance and termination of this MOU, shall so survive the completion of performance and termination of this MOU.

V. CONTACT INFORMATION

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Local Government:
Name/Title of Representative: _____
Name of Local Government: _____
Address: _____
Telephone: _____
Email: _____

By: _____
David H. Lillard, Jr., State Treasurer
Date: _____

By: _____
(local government representative with authority to sign)
Date: _____