

**Memorandum of Understanding between
PFM Group Consulting LLC and Davidson County**

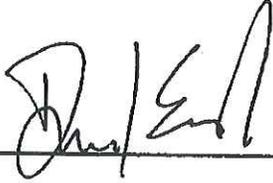
1. This memorandum of understanding ("Memorandum") shall commemorate an agreement between Davidson County (the "County"), a local government incorporated in the State of Tennessee, and PFM Group Consulting LLC ("PFM"), a for-profit Delaware corporation with its headquarters in Philadelphia, Pennsylvania acting by and through the PFM Center for Justice & Safety Finance ("the Center"), a program of PFM.
2. The Center was created to provide cross-cutting technical assistance and support to state and local governments seeking to improve the efficiency and effectiveness of criminal justice and public safety programs, policy and operations.
3. On January 15, 2019, PFM entered into a grant agreement (the "Grant Agreement") with the Laura and John Arnold Foundation (the "Foundation") whereby the Center will provide technical assistance to counties seeking to reduce or eliminate their reliance on fines and fees collected by or through the criminal justice system (Appendix A and Appendix B). On March 1, 2019, the County submitted an application (Appendix C) for assistance from the Center. Representatives of the Center conducted an interview with representatives of the County and on March 29, 2019, notified the County that it had been selected for an award of technical assistance (the "Project"). The terms and conditions of the Grant Agreement are incorporated herein by reference thereto and the County agrees to be bound by Sections 1, 5, 6, 7, 10 (to the extent allowed by Tennessee law), 11, and 12 of the Grant Agreement to PFM and the Foundation the same extent that PFM is bound to the Foundation.
4. The Center agrees that it will provide the following technical assistance to the County:
 - a) Outline the current system of criminal fines and fees, including the number of cases where they are imposed, collection rates, number of arrests for non-payment, instances of incarceration for non-payment: This may include identifying those specific fines and fees that should be included in the analysis (e.g. those where rates and imposition are under local government control) and data collection from multiple county and local entities and analysis thereof. For example, data collection may include information from courts on number of cases where such fines and fees are part of the court files, collection activity (most likely by court clerks or contracted third party contractors), arrest activity (from local sheriffs and police departments) and instances of incarceration (from the sheriff or county corrections).
 - b) Assess the revenue and cost impact of the current system of fines and fees: This may require a review of actual revenue data from the pilot jurisdiction county finance department. It may also require reviewing revenue from fines and fees where funding goes initially to the state and then is distributed back to the county government. Additionally, it may require review of revenue that goes directly to independent local level officials (e.g. court funds, public defenders, sheriffs) that are

- otherwise "off budget."
- c) Develop a plan for the phase out of the use of fines and fees that includes a set of alternative revenue sources, potential cost savings and a detailed implementation framework: The plan will identify other revenue sources or cost savings that could neutralize the impact of any lost revenue from fines and fees, which may require analysis of revenue options available to local governments under existing state law and potential new revenue alternatives that could only be realized by new legislation. The plan will suggest a year by year phase in of the change in policy and include detailed steps for implementation.
 - d) The Center will engage county executive and legislative leadership, finance and budget directors, law enforcement, prosecutors, and judges through a project steering committee.
5. The project team will begin work on the project in April 2019 and anticipates project completion by October 2019. The proposed timeline and key milestones to complete the project are:
- a. Month 1: Collect and analyze data from County; develop steering committee
 - b. Month 2: Project Kick Off/Site Visit; follow up interviews; data analysis continued
 - c. Month 3: Complete data analysis
 - d. Month 4: Develop summary presentation of findings and recommendations
 - e. Month 5: Present initial findings and recommendations; draft final report
 - f. Month 6: Present draft final report in person; finalize report based on feedback
 - g. Final site visit to support implementation after Month 6
6. The County agrees to the following terms of technical assistance:
- a) Upon execution of this memorandum, the County shall designate Marcus Floyd, Public Safety and Justice Policy Advisor, to act as the project manager and point of contact for the Center in the execution of the technical assistance plan. If the County needs to change the project manager at any point, the new designated project manager shall report to the Mayor or the Chief Administrative Officer, or equivalent.
 - b) As part of the execution of this Memorandum, the County commits to provide timely cooperation to all reasonable requests by the Center for documents, data and other information. In addition, the County commits to participate in regular meetings as set forth in the timetable detailed in section 5 above and to arrange and participate in such meetings determined to be necessary by the Center as part of the technical assistance plan.
 - c) Upon execution of this Memorandum, the Mayor commits to a good faith effort to implement actions developed as part of the technical assistance plan.
 - d) The County agrees and acknowledges that the work of the Center, including its work with the County, will be the subject of research to be conducted by the National Association of Counties (NACo), the University of Washington and the

University of Chicago. The County agrees to provide full cooperation with all reasonable requests for data and documents by researchers, to the extent allowed by law.

- e) The County agrees and acknowledges that an integral part of this Memorandum will be ongoing peer-to-peer activity. The County shall take reasonable steps to engage with the Center through the peer activity process during the term of the direct assistance plan and for an additional six months after completion of the direct assistance.
 - f) As part of the peer activity, the County agrees that it will develop a written plan for continued implementation of the work developed through the technical assistance plan for a period of at least thirty-six months. The plan shall include a timetable of specific activities and an agreed upon set of metrics for measuring the progress of the direct assistance plan.
 - g) The Project is charitable, educational, and/or scientific as such purposes are generally defined by those authorities interpreting the provisions of Internal Revenue Code Section 501(c)(3), and the Project will only be used for such charitable, educational, and/or scientific purposes and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law.
 - h) The County agrees that it will advise PFM if it or any of its agents engage in activity that could give rise to any disclosure of the Project or the Foundation under federal, state, or local lobbying disclosure rules and/or campaign finance laws.
7. Decisions related to the technical assistance plan shall be commemorated in writings, including e-mails, between the Center's Executive Director and the County's project manager. This provision shall not apply to routine sharing of information or interviews or meetings between members of the Center team and officials of the County and other stakeholders.
8. External communications, including communications with members of the media, by the Center may be limited based on provisions of the cooperative agreement between the Foundation and PFM. The County is not bound by such limitations.
9. This Memorandum shall be governed by the laws of the State of Tennessee. This Memorandum supersedes any prior oral or written understanding or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereto. This Memorandum may not be amended or modified, nor any of its provisions waived, except in a written document signed by an authorized representative of PFM and the County. Any waiver of any kind by either party of a breach of this Memorandum shall not operate or be construed as a waiver of such breach or any subsequent breach. Either party's delay or omission in exercising any right, power, or remedy pursuant to a breach or default by the other party shall not impair any right, power, or remedy which that party may have.

10. This Memorandum is subject to termination at any time by either party. Such party who wishes to terminate the Memorandum shall send a written notification to the other party at least (30) thirty days prior to the termination date. This Memorandum will be effective upon the signatures of the parties below, approval by the Metropolitan Council, and filing with the Metropolitan Clerk.



David Eichenthal, Managing Director
Executive Director, Center for Justice & Safety Finance

5/6/19

Date

David Briley, Mayor
Metropolitan Government of Nashville and Davidson County

Date

**SIGNATURE PAGE
FOR
GRANT NO. Reducing Reliance on Criminal Fines, Fees, and Legal Financial
Obligations 19-19**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

APPROVED AS TO AVAILABILITY
OF FUNDS:


Talia Lomax-O'dneal, Director
Department of Finance lc

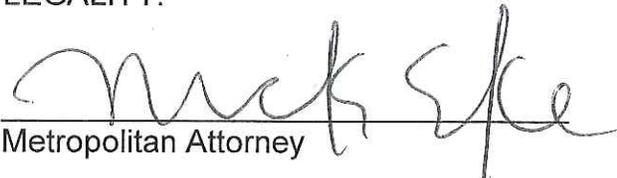
4-22-19
Date

APPROVED AS TO RISK AND INSURANCE:


Director of Insurance

4/23/19
Date

APPROVED AS TO FORM AND
LEGALITY:


Metropolitan Attorney

5/8/19
Date

See Previous Page
David Briley
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date