

RESOLUTION 2019-58

A RESOLUTION TO INCREASE THE HOURLY RATE FOR EXTRA-DUTY POLICE OFFICERS AND TO AUTHORIZE THE CHIEF OF POLICE TO ALLOW THE USE OF PATROL CARS FOR EXTRA-DUTY WORK

WHEREAS, for years, it has been the policy of the City to provide the services of extra-duty officers to business, churches, and events as requested or as part of a special event application; and

WHEREAS, the use of marked patrol cars is expected by those requesting the use of extra-duty officers; and

WHEREAS, the Police Department has for the past several years charged \$35 per officer per hour and \$45 per supervising officer per hour for extra-duty work; and

WHEREAS, to keep up with the costs to the City and to entice more officers to volunteer for the off-duty jobs, the Police Department believes the rates should increase to \$45 per hour per officer and \$55 per hour per supervising officer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

The City shall charge \$45 per hour per officer and \$55 per hour per supervising officer for extra-duty police officer work and shall charge \$5 per hour for the use of the marked patrol car. Further, the City shall continue to charge \$5 per hour per officer for workers' compensation coverage. A copy of the extra-duty officer application is attached as Exhibit A. The City shall charge Williamson Medical Center a charge of \$35 per hour per officer and \$45 per hour per supervising officer for extra-duty police officer work.

BE IT FURTHER RESOLVED that the new rates shall go into effect immediately for new applications. All current applications and agreements will remain in effect until January 1, 2020.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20__.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

AGREEMENT AND CONDITIONS OF EXTRA-DUTY PERMIT

AUTHORITY

1. The Applicant affirmatively asserts that he/she has full legal capacity and authority to act for and on behalf and to bind Permittee in entering into this agreement with the City of Franklin/Franklin Police Department ("Department").

REQUESTS

2. Extra-Duty Permit Application shall not be approved if it is determined that the request is ambiguous, dubious, or appears to be beyond the scope of, or in conflict with, the purpose of the Department's Extra-Duty Employment Program; is perceived to create a conflict of interest with the Department or the City of Franklin; violates any provision of state or local law or is of a nature not in the best interest of the Department as determined by the Chief of Police.

3. Permittee shall apply in person, by e-mail, or by fax at the above address, between the hours of 8:00 am and 4:00 pm, Monday through Friday. All applications must be received by the City of Franklin Police Department's Extra-Duty Coordinator at least ten (10) business days prior to the date of employment. In emergency situations this requirement may be waived. Extra-duty employment is voluntary for officers, therefore, manpower cannot be guaranteed for all jobs.

4. Extra-duty requests that require specialized police equipment (i.e. police motorcycles, marked vehicles, bicycles, etc.) must be made fourteen (14) calendar days prior to the date needed. The City reserves the right to charge a special fee to be set by the Chief of Police.

5. Permittee and City shall furnish to each other such records, reports and documentation evidencing the performance of services when necessary.

COMPENSATION

6. Permittee will make payment to the City of Franklin by check or money order. Payments are due in advance unless otherwise stated by the Department.

GENERAL POLICIES

7. In matters requiring law enforcement actions, Permittee will not interfere and/or attempt to influence decisions or actions made by extra-duty personnel. Extra-duty officers remain employees of the Department and are subject to all laws, all departmental policies and procedures and may be subject to emergency call-back.

8. No officers are permitted to engage in the sale of alcoholic beverages or to be employed by an establishment that sells alcoholic beverages for consumption on the premises except for security services with the written approval of the Chief of Police. Additionally, with the written approval of the Chief of Police, officers may provide extra-duty security services and may be employed by businesses that sell beer and wine to be consumed off the premises.

9. All extra-duty employment is subject to all rules and regulations as contained in Franklin Police Department General Orders.

10. Extra-duty officers will not enforce any rules and regulations set up by the Permittee that are not otherwise violations of law.

11. The Department reserves all rights in the assignment of officers and coordinators. Assignments are based on a rotation system. Special requests will be accepted but are not binding.

12. It is the Department's policy to review the extra-duty employment details taking place within the City of Franklin, determine safety measures and appropriate staffing levels that will be implemented, and facilitate placing these measures into operation.

13. **Attorney Fees.** In the case of failure of Contractor to perform with any of the terms and conditions of this contract, Contractor agrees to pay to the City of Franklin the costs and expenses of enforcing this contract, including a reasonable sum for attorney fees, whether suit be brought or not.

14. **Entire Contract/Modification.** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties. This contract may be modified only by written amendment executed by all parties and their signatories hereto.

15. **Governing Law & Venue.** This contract shall be governed by the laws of the State of Tennessee. Any lawsuit concerning this contract shall be maintained in a court located in Williamson County, Tennessee.

16. **Severability.** Should any provision of this contract 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 contract.

CANCELLATION

17. The Permittee may cancel a permit by contacting the Extra-duty Coordinator at (615) 550-6823 or (615) 794-2513, twenty-four (24) hours prior to the event during business hours; no cancellation will be accepted on weekends, holidays, or after 4pm. If cancellation is not made at least twenty-four (24) prior to the date and time of the permit assignment, the Permittee will be responsible for compensation to the Department for the minimum number of hours (three hours per officer scheduled) and an administrative fee of \$5.00 per officer per hour.

LIABILITY

18. In consideration of the City approving and permitting its police officers to be hired by Permittee for extra-duty employment, the Permittee covenants and agrees to defend, indemnify and hold harmless the City of Franklin, Tennessee, its elected or appointed officers, employees and agents from any and all liability, claims demands, causes of action, judgments or suits, brought by or on behalf of, any person or entity and arising out of or in connection with any activity, act or omission by one or more of the police officers of the City while in the course and scope of their employment with the Permittee, regardless of any negligence attributable to the City, its elected or appointed officers, employees or agents. The Permittee will hold harmless the City of Franklin from any and all claims or liabilities resulting from the employment of extra-duty officers, and identifies the City for any loss due to any injury of its employee.