

AGREEMENT FOR SECURITY STAFFING SERVICES
COF Contract No. 2018-0010

This Agreement for Security Staffing Services ("Agreement") is entered this 22TH day of MARCH, 2018, between **ProActive Protective Solutions, LLC**, 2603 Elm Hill Pike, Suite E, Nashville, TN 37214 ("**SECURITY FIRM**"), and the **City of Franklin, Tennessee**, a Tennessee Municipal Corporation, with its principal office located at 109 Third Avenue South, Franklin, Tennessee, 37064 ("**CITY**").

WHEREAS, SECURITY FIRM has a background in providing safety and security services including, but not limited to, the placement of armed and unarmed security officers, executive protection, and patrol services and is willing to provide these services to CITY based on that background; and

WHEREAS, SECURITY FIRM will only be providing service in City Court on some Tuesdays and one Thursday per month; and

WHEREAS, CITY desires to have these services provided by SECURITY FIRM; and

WHEREAS, the Board of Mayor and Aldermen find that it is in the best interests of the citizens of the City of Franklin to have these services.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SECTION 1: Duties and Responsibilities

A. SECURITY FIRM shall:

1. Recruit, screen, interview, and assign its employees ("Assigned Employees").
2. Maintain and exercise control over Assigned Employees at all times.
3. Pay Assigned Employees' wages and provide them with any benefits SECURITY FIRM offers to them.
4. Perform, acquire, and retain background checks on prospective Assigned Employees. Said background check(s) shall be completed by SECURITY FIRM for CITY prior to Assigned Employees' assignment to CITY. Background checks shall include at a minimum: (1) a criminal search for each county the employee has resided in for the past seven years; (2) a sex offender registry search; and (3) a driving record search.
5. Cause to be conducted and validate the successful completion of the drug tests for all potential Assigned Employees prior to their assignment to CITY.
6. Contact and notify the CITY if anything appears on the background check and/or drug test.
7. If any Assigned Employee fails to pass the background check or drug test, they will not be assigned to the City. Should an employee be assigned, such would be grounds for termination of the agreement.
8. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees.
9. Provide an Armed Security Officer to deter unwanted persons and activity during City Court.
10. Provide an Armed Security Officer to monitor the activities in the Traffic Courtroom and call the police in the event of an emergency requiring police response.

11. Provide an Armed Security Officer to carry out specific orders set by the City.
12. Provide an Armed Security Officer, some Tuesdays and only one Thursday per month from 7:30 a.m. until 11:30 a.m.
13. Provide security wand metal detector services as needed by the City.

B. CITY will:

1. Provide a description of staffing needs to SECURITY FIRM.
2. Immediately notify SECURITY FIRM upon CITY's notice that an Assigned Employee is injured while working.
3. Pay SECURITY FIRM pursuant to section 4 below.
4. When security wand metal detector services are needed by the City, the City will provide as much notice as possible.

SECTION 2: Scope of Services

Beginning in February 2018, SECURITY FIRM will provide the following services (collectively known as the "Services"): provide an Armed Security Officer some Tuesdays and only one Thursday per month from 7:30 a.m. until 11:30 a.m. (4-hour minimum) to monitor the Traffic Courtroom, City Hall Boardroom, 109 3rd Avenue South, Franklin, TN 37064. Additionally, from time to time the City will require security wand metal detector services as needed. SECURITY FIRM does not guarantee or warrant, either expressed or implied, that the security officer services will reduce all risk of loss to City of Franklin.

SECTION 3: Employment

- A. Assigned Employees are employees of SECURITY FIRM and SECURITY FIRM assumes full responsibility and costs for said Assigned Employees.
- B. All Assigned Employees shall be subject to the CITY's Drug Test Policy and Human Resource Manual relating to the Drug Policy.

SECTION 4: Payment Terms, Bill Rates and Fees

- A. CITY will pay SECURITY FIRM \$37.50 per hour, per officer for Armed Security Officer Services. These fees will be invoiced weekly and payable within thirty (30) days of invoice date.
- B. This may be amended, as needed from time to time, with the mutual consent of both parties. Modifications may only be approved on behalf of the City by the City Administrator.

SECTION 5: Indemnification and Limitation of Liability

- A. To the extent permitted by law, SECURITY FIRM will defend, indemnify, and hold CITY and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by SECURITY FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in this Agreement; or the negligence, gross negligence, or willful misconduct of SECURITY FIRM or SECURITY FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- B. The provisions of this Agreement constitute the complete agreement between the parties with respect to indemnification, and SECURITY FIRM waives its right to assert any common-law indemnification or contribution claim against the City.

SECTION 6: Term of Agreement

This Agreement will be for a term of one (1) year from the aforementioned date. The Agreement may be terminated by either party upon thirty (30) days written notice to the other party, except if SECURITY FIRM becomes bankrupt or insolvent, discontinues operations, fails to make any payments as required by the Agreement, or in any way materially breaches either party may terminate the agreement upon written notice. The Agreement may be extended for two (2) additional terms of one (1) year each, provided both parties agree in writing.

SECTION 7: Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement between CITY and SECURITY FIRM. This Agreement shall not restrict CITY from acquiring similar, equal, or like services from other entities or sources.

SECTION 8: Other Provisions

- A. Provisions of this Agreement that by their terms extend beyond the termination or nonrenewal of this Agreement will remain effective after termination or nonrenewal.
- B. No provision of this Agreement may be amended or waived unless agreed to in writing signed by both parties.
- C. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
- D. This Agreement and the exhibit(s) attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
- E. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
- F. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- G. SECURITY FIRM will not transfer or assign this Agreement.
- H. EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement, SECURITY FIRM shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability, or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- I. TITLE VI – CIVIL RIGHTS ACT OF 1964. CITY and SECURITY FIRM shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- J. NO THIRD-PARTY RIGHTS CREATED. CITY and SECURITY FIRM each binds itself and its successors, executors, administrators, permitted assigns, legal representatives, and in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of CITY and SECURITY FIRM. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and SECURITY FIRM.

K. NOTIFICATION AND COMMUNICATION:

Written Communication shall be addressed as follows:

CITY OF FRANKLIN
Human Resources Director
109 Third Avenue South
Franklin, Tennessee 37064

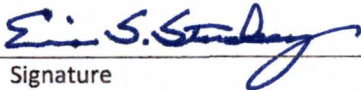
ProActive Protective Solutions, LLC
2603 Elm Hill Pike, Suite E
Nashville, TN 37214

- L. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
- M. This agreement shall be interpreted and bound by the laws of the State of Tennessee. Any litigation arising from or involving this agreement shall be resolved in the courts of Williamson County, Tennessee.

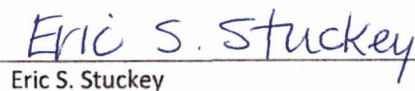
IN WITNESS whereof the parties have executed this Agreement on the date set forth above.

CITY OF FRANKLIN

ProActive Protective Solutions, LLC



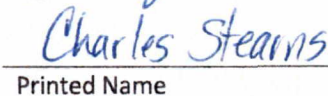
Signature



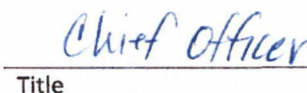
Eric S. Stuckey

City Administrator

Signature




Printed Name



Title

Approved as to Form



Tiffani M. Pope, Staff Attorney