

**METROPOLITAN NASHVILLE
POLICE DEPARTMENT
NASHVILLE, TENNESSEE**



**SECONDARY EMPLOYMENT UNIT
SEU CONTRACT JUSTIFICATION**

BUSINESS NAME AND TYPE Tennessee State University

PHYSICAL LOCATION OF ASSIGNMENT Contract Renewal

ASSIGNMENT JUSTIFICATION Contract Renewal

APPROVING SEU SUPERVISOR

[Handwritten Signature]

Sgt. J. Peppin



Secondary
Employment Unit
Contracts



To: Chief Anderson

From: SEU

Company Name: Tennessee State University

Location: Contract Renewal

Contract Duration: June 1, 2019 –June 30, 2019

MNPD Duties: Contract renewal

Number of Officers: determined upon Request

Number of Vehicles: As per officers.

Schedules: Determined upon request.

SEU Staff

ADDENDUM TO
AGREEMENT
BY AND BETWEEN
THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON
AND
TENNESSEE STATE UNIVERSITY

The following terms and conditions, as applicable, shall amend the above- referenced Agreement between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** ("Contractor") and **TENNESSEE STATE UNIVERSITY** ("Institution"), acting for the benefit of the Tennessee State University Board of Trustees, and are incorporated by reference and made an integral part of the Agreement. The terms and conditions of this Addendum shall control in the event of any conflict with any term or condition of the Agreement or any other additional terms and conditions thereto:

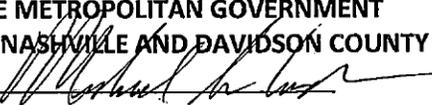
1. Term. The term of this Agreement shall be one (1) year commencing upon execution and shall renew automatically for additional one year terms, unless notice of termination is given by the Institution. Such notice of termination must be given in writing no less than thirty (30) days prior to renewal date. Under no circumstances shall the term of this contract extend beyond five (5) years from the effective date. The Institution shall have the right to terminate the Agreement at the end of any fiscal year in the event that sufficient funds are not appropriated by the General Assembly and/or budgeted for continuation of the Agreement.
2. Termination for Convenience. The Institution may terminate this Agreement without cause for any reason. Termination under this section shall not be deemed a breach of contract by either party. The Institution shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Institution be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
3. Remedies. The State is liable for actual damages only. The Institution, as a state entity, shall not, under any circumstances, indemnify, defend or hold harmless Contractor or any party or be liable for any attorney's fees, punitive damages, or the costs of litigation.

4. Conflict of Interest. Contractor assures that no payment shall be made directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement.
5. Payment. Institution agrees to remit payment to Contractor no later than forty-five (45) calendar days after receipt of invoices, and to pay applicable interest on such amount at the maximum rate permitted under the Tennessee Prompt Payment Act. (T.C.A. §12-4-701 et.seq.)
6. Indemnification. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible. Any and all monetary claims against the State of Tennessee, including TSU, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. §9-8-307.
7. The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities of 1990 and the related regulations of each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
8. Conflict Resolution. Except with respect to controversies or claims regarding either party's Confidential Information or property rights under this Agreement, in the event any controversy or claim arises in connection with any provision of this Agreement, the parties shall try to settle their differences amicably between themselves by referring the disputed matter to their respective designated representative for discussion and resolution. Either party may initiate such informal dispute resolution by sending written notice of the dispute to the other party, and if such representatives are unable to resolve such dispute within thirty (30) days of initiating such negotiations, either party may seek remedies available to such party under law. The provisions of this section are subject to the requirements of T.C.A. §8-6-301 and T.C.A. §20-13-103.

(Signatures on next page)

IN WITNESS of the acceptance of the term of this Addendum, the parties have by their duly authorized representatives set their signatures below:

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY

By: 

Name: MICHAEL S ANDERSON

Title: CHIEF OF POLICE

Date: 8-21-18

TENNESSEE STATE UNIVERSITY

By: 

Name: Dr. Glenda Glover

Title: President

Date: 8/31/18

CONTRACT BETWEEN
THE METROPOLITAN GOVERNMENT AND
Tennessee State University
FOR EXTRA DUTY POLICE SERVICES

This contract is entered into on this 1st day of June 2018 by and between The Metropolitan Government of Nashville and Davidson County (hereinafter "Metro"), a municipal corporation of the State of Tennessee, acting by and through the Chief of Police of the Metropolitan Police Department (hereinafter "MPD"), **Tennessee State University** (hereinafter "Contractor"). The authority of MPD shall be exercised by the Chief of Police and/or his/her designee.

1. **Authority.** This contract is executed pursuant to the Metropolitan Code of Laws, Section 2.44.210, which authorizes the Chief of Police or his/her designee to contract with private entities to assign extra-duty police officers who have volunteered to work additional duty in an on-duty status to provide security services at certain events or activities, and to equip these extra-duty police officers with police vehicles during such events or activities if, in the opinion of the Chief of Police, or his/her designee, the use of the police vehicles would better protect the public or the officers, and police vehicles are available for such use.
2. **Event/Activity/Termination Date.** MPD shall assign police officer(s) and police vehicle(s), as requested, available, and as deemed appropriate by MPD, to provide security services at the activity or event and at the dates and times listed below [if more space is needed, attach additional sheet and print "See attached" in space below]:

Event or Activity (name & brief description): **Renewal of SEU Contract**

Date(s) and Time(s): **As scheduled by the SEU.**

All requests for services at additional dates and/or times must be submitted to MPD's Secondary Employment Unit.

This contract shall terminate at the end of the **30th day of June, 2019**

3. **Designated Contact Information:** Inquiries by Contractor shall be directed to MPD's Secondary Employment Unit – office telephone: 615-880-3278 or 3279; In the event the pager number is out of service or not working for any reason, emergency calls may be made to the **SEU mobile telephone at (615) 485-6737.**
4. **Supervision of Officers.** While Contractor may generally plan the work to be done under this contract, it shall not impose itself within MPD's chain of command. Officers shall be under the direction of MPD and shall comply with all orders, rules and regulations of MPD and Metro's Civil Service Commission while assigned to work under this contract. No provision of this contract shall be interpreted as conflicting with the customary policies and procedures of MPD with regard to supervision, chain of command, or other authorities. Officers will only engage in police related duties.
5. **Place of Performance.** Services under this contract will be provided **only** within Davidson County, within the jurisdiction of the Metropolitan Government.
6. **Availability--Officers/Vehicles.**
 - a) This contract does not guarantee the availability of officers, whose participation is on a volunteer basis and in accordance with MPD policies, or of vehicles or other equipment, but rather specifies the terms and conditions of the assignment of officers and vehicles under this contract. The Chief of Police and his/her designee have the discretion to determine the number of police officers, the type of supervision, the number of police vehicles, and any other equipment that will be provided. MPD shall notify Contractor as

soon as is practicable in the event that 1) fewer police officers and/or vehicles and/or other equipment than requested are available for assignment or 2) the Chief of Police or his/her designee determines that for reasons of safety and security additional officers or vehicles or other equipment shall be assigned to an event or activity (at Contractor's expense). "Other equipment" means equipment other than that ordinarily used by a patrol officer, and when a vehicle is assigned, "other equipment" includes equipment other than that ordinarily carried in/on the assigned vehicle.

- b) MPD's Secondary Employment Unit shall schedule and authorize in advance all hours worked under this contract. Contractor is expressly prohibited from scheduling officers to work additional shifts under this contract. This does not prevent Contractor from requesting an officer to work up to four (4) hours past the end of a shift that was scheduled by the Office of Secondary Employment, however, any additional hours at the end of a scheduled shift that will or may exceed four (4) must be approved by the Secondary Employment Unit, in advance.
- c) In the event of an emergency of sufficient severity or magnitude, as determined by the Chief or his/her designee, the Chief of Police or designee reserves the right to return to regular service any officers and/or equipment provided under this contract, and no claim for damages may be made for same. If replacements are not available, Contractor will only be charged for the services and/or equipment actually provided--the four-hour minimum will not apply.

7. **Compensation--Services.** In consideration of the services provided under this contract, Contractor shall pay Metro at the rate(s) in effect on the day that service is provided. Services will not be provided without pre-payment or prior arrangements otherwise. All payments shall be made in advance of the provision of security services except as specifically authorized by MPD. Rates are subject to change and charges will be based upon the rates in effect at the time services are provided. All hours worked by officers under this contract will be billed according to the rates specified in Attachment "A" or the most recent Rate Attachment. In the event that a revised Rate Attachment is issued, the Contractor will be notified in writing (via US Mail) and given a 30-day notice prior to the implementation of any rates other than those indicated on the original contract (Attachment "A"). In the event the contractor cancels a scheduled shift, with less than eight (8) hours notice, the contractor will be billed the four-hour minimum charge. The charge for the vehicle(s) may occur. Cancellations for weather related reasons (i.e.: heavy rain, snow, etc.) shall require a four (4) hour notice. A comparable charge for the vehicle(s) shall be imposed where appropriate. Determination of a cancellation being weather-related or not shall be left to the discretion of the Secondary Employment Unit. Contractors not giving at least a four-hour (4) notice for weather related cancellations will be billed a four-hour minimum. In the event the contractor cancels a scheduled shift with less than four (4) hours notice for a weather related reason, the contractor will be billed a four-hour charge for the vehicle if the cancelled shift included a vehicle. Hours worked on actual holidays recognized by the Metro Government are billed at Holiday rates. (See Attachment "A" for these rates).

Calls, by the Contractor, to the Secondary Employment Unit after normal business hours for the purpose of scheduling additional hours, canceling hours already scheduled or other administrative duties will be billed to the contractor pursuant to the Rate Attachment (at the lowest sworn hourly rate if the employee is a civilian) and at a rate of 30 minutes per call minimum or the length of time it takes to handle the situation, whichever is greater. It shall be the responsibility of the Contractor to contact the Secondary Employment Unit when officers do not report to assignments as scheduled.

Metro reserves the right to assign officers to provide services under this contract whose actual rank differs from the requested rank. Compensation for such officers shall be at the rate for the rank position being filled by that officer under this contract, regardless of the actual rank of the officer.

Other Equipment Fees (specify equipment and fee schedule, including any minimum charge):

N/A

TOTAL FEES DUE before services will be provided: As invoiced

In the event that services provided exceed the amount indicated above, Contractor shall pay to Metro any additional fees incurred by Contractor under this contract immediately upon receipt of an invoice for additional services from the SEU.

8. **Compensation--Civil Court Appearances.** Services provided under this contract shall include appearances by officers to provide testimony on behalf of Contractor during civil proceedings arising out of incidents occurring while an officer(s) was assigned to provide services for Contractor under this contract. In the event of any such appearance(s), Contractor shall notify MPD as soon as possible, in advance, of the officer(s) name(s) and the date(s) and time(s) of said appearance(s). Contractor shall reimburse Metro for such appearances at the hourly rate provided in this contract, with a minimum of two (2) hours per officer per day.
9. **Form of Payment.** All payments shall be by check, cashier's check or money order made payable to The Metropolitan Government of Nashville and Davidson County. MPD reserves the right to require payment by cashier's check or money order. Payments shall be delivered to the Metro Police Fiscal Office, Room 312. Contractor shall not make payments to officers. **If your check is returned for non-sufficient funds, you expressly authorize your account to be electronically debited or bank drafted for the amount of the check, plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions.**
10. **Interest on Past Due Accounts.** In the event there remains any unpaid balance on any account established under this Contract, an invoice will be issued. **Contractor shall pay interest at a rate of 12% per annum on all balances due if the invoice is not paid in full within 30 days of the billing date on the invoice.** The Secondary Employment Unit reserves the right to Stop Service on accounts with balances thirty (30) days outstanding.
11. **Termination.** Metro may terminate this contract at any time upon seven (7) days written notice to Contractor. Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, Metro shall have the right to immediately terminate the contract. Metro shall also have the right to immediately terminate this contract if Contractor or any person or entity being provided with services pursuant this contract engages in any illegal activity. Such termination shall not relieve Contractor of any liability to Metro for damages sustained by virtue of any breach by Contractor. This contract shall supersede all previously dated contracts.
12. **Compliance with laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

13. Notices.

<u>Notices to Metro shall be sent to:</u>	<u>Notices to Contractor shall be sent to:</u>
<p><i>Secondary Employment Unit Metropolitan Nashville Police Department 3055 Lebanon Pike Nashville, TN 37214</i></p>	<p>Company: Tennessee State University Address: 3500 John A Merritt Blvd City: Nashville State: Tennessee Zip Code: 37209</p>

14. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Neither party shall 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 party contrary to the terms of this paragraph.
15. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
16. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, gender, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
17. **Gratuities and Kickbacks/Contingent Fees.** Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business, and that Contractor has not offered, given or agreed to give any Metro employee or former employee a gratuity or an offer of employment in connection, in any manner, with this contract.
18. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless Metro, its officers, agents and employees from any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors (other than Metro), in connection with the performance of the contract.
19. **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 Metro the costs and expenses of enforcing this contract, including a reasonable sum for attorney fees, whether suit be brought or not.
20. **Assignment--Consent Required.** Neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior

written consent of Metro. Any such assignment or transfer shall not release Contractor from its obligations hereunder.

- 21. **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.
- 22. **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 Davidson County, Tennessee.
- 23. **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.
- 24. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of Metro and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY.

BY: [Signature]
Steve Anderson, Chief of Police

CONTRACTOR: Tennessee State University

By: [Signature]
(signature)
Dr. Glenda Glover

(print)
President

(title)

APPROVED AS TO AVAILABILITY OF FUNDS: [Signature]
Director of Finance

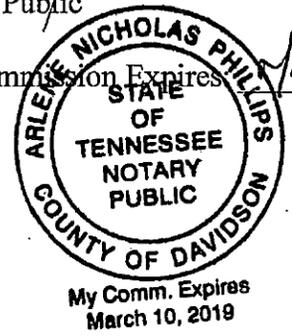
Sworn to and subscribed to before me, a Notary Public, this 6th day of

APPROVED AS TO RISK AND INSURANCE: [Signature]
Director of Insurance

September, 2018, by [Signature]
Notary Public

APPROVED AS TO FORM AND LEGALITY: [Signature]
Metropolitan Attorney Date 10-29-18

My Commission Expires March 10, 2019



FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Marlene Fuller, Metropolitan Clerk
Date Filed: _____

Rates effective 9/1/17 to 6/30/19ATTACHMENT "A"

ATTACHMENT TO THE

Contract for Extra-Duty Police Services (FY19)

Contractors utilizing the extra-duty services of Metro police officers shall reimburse the Metropolitan Government of Nashville and Davidson County in accordance with the following hourly rates:

HOURLY RATES FOR NON-METRO CONTRACTORS		
RANK	OVERTIME FLAT RATE	HOLIDAY FLAT RATE
Police Officer	\$44.50	\$50.50
Sergeant	\$54.50	\$62.50
Lieutenant	\$60.50	\$68.50
Captain	\$69.50	\$79.50

VEHICLE RATES FOR NON-METRO CONTRACTORS		
Type:	OVERTIME FLAT RATE	HOLIDAY FLAT RATE
Marked Car	\$4.50	\$4.50
Motorcycle	\$3.00	\$3.00

Celebrated Holidays		
New Year's Day	Independence Day	Day after Thanksgiving
Martin Luther King Day	Labor Day	Christmas Eve
Presidents Day	Veterans Day	Christmas Day
Memorial Day	Thanksgiving Day	

In order to process your contract and request for police officers, the department must have your business or organization's Federal Tax ID Number **or**, if the contract will be put in the name of an individual, your Social Security Number. This information is necessary in the event that a departmental reimbursement is owed to you in the future.

Please Check One Box and Provide the Appropriate Number:

Corporation

Federal Tax ID Number: _____

Non Corporate Entity

Federal Tax ID Number: 62-0786119

Individual or Sole Proprietor

Federal Tax ID Number: _____

Legal Name on IRS Tax Returns: _____

Social Security Number: _____

** If you have a **Purchase Order Number** that you would like to appear on your monthly invoice, please list it below:

PO# _____

Please return this form with your contracts.