

**METROPOLITAN NASHVILLE
POLICE DEPARTMENT
NASHVILLE, TENNESSEE**

**SECONDARY EMPLOYMENT UNIT
SEU CONTRACT JUSTIFICATION**



BUSINESS NAME AND TYPE Tennessee Valley Authority

PHYSICAL LOCATION OF ASSIGNMENT Contract Renewal

ASSIGNMENT JUSTIFICATION Contract Renewal

APPROVING SEU SUPERVISOR

[Signature]

Sgt. John Pepper



CONTRACT BETWEEN
THE METROPOLITAN GOVERNMENT AND

Tennessee Valley Authority

FOR EXTRA DUTY POLICE SERVICES

This contract is entered into on this **29th day of October, 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 Nashville Police Department (hereinafter "MNPDP"), and Tennessee Valley Authority (hereinafter "Contractor"). The authority of MNPDP 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.** MNPDP shall assign police officer(s) and police vehicle(s), as requested, available, and as deemed appropriate by MNPDP, 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): contract renewal

Date(s) and Time(s): As requested/Approved

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, 2020**.

3. **Designated Contact Information:** Inquiries by Contractor shall be directed to MNPDP's Secondary Employment Unit – office telephone: 615-880-3278 or 3279. 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 MNPDP's chain of command. Officers shall be under the direction of MNPDP and shall comply with all orders, rules, and regulations of MNPDP 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 MNPDP 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 MNPDP 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. MNPDP 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) MNPDP'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 for 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 MNPDP. 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 prior 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 prior 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. Contractor is responsible for the officer's time in civil cases where the officer's testimony is not related to his/her law enforcement authority; this includes, but is not limited to, cases where the officer witnessed a slip and fall incident at Contractor's location, and cases where the officer is needed to testify in a workers compensation matter. 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 Department Secondary Employment Unit, 3055 Lebanon Pk., P.O. Box 196399, Nashville, TN 37219-6399. Contractor shall not make payments to officers. **If your check is returned for non-sufficient funds, you (Contractor) 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 5% 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 or Contractor may terminate this contract at any time upon fourteen (14) days written notice to the other party. 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 to 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.** The parties agree 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> |
|--|--|
| <i>Secondary Employment Unit Metropolitan Nashville Police Department 3055 Lebanon Pike P.O. Box 196399 Nashville, TN 37219-6399</i> | Company: Tennessee Valley Authority Address: P.O. Box 4819 City: Maryville State: Tennessee Zip Code: 37802 |
| | |

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 to, 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 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 Valley Authority

By: [Signature]
(signature)

_____ (print)

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

(title)

Sworn to and subscribed to before me, a

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

Notary Public, this 5th day of

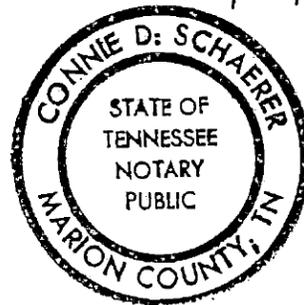
November, 2018, by
Connie D. Schaefer

Notary Public

APPROVED AS TO FORM AND LEGALITY:
[Signature]
Metropolitan Attorney. Date 11-13-18

My Commission Expires: 10/30/2022

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:



Elizabeth Waites, Metropolitan Clerk
Date Filed: _____ RS2018-1519

Rates effective 9/1/17 to 6/30/19

ATTACHMENT "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: 62-0474417

Non Corporate Entity

Federal Tax ID Number: _____

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.