




HISTORIC
FRANKLIN
TENNESSEE

ITEM #13
WRKS 12/13/2011

MEMORANDUM

December 2, 2011

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator 
Dave Rahinsky, Chief of Police

SUBJECT: Interlocal Agreement with County - Franklin Extra-Duty Police Services, COF
Contract #2011-0186

Purpose

The purpose of this memorandum is to provide information for the Board of Mayor and Aldermen (BOMA) to consider the Interlocal Agreement for the provision of extra-duty police services between WILLIAMSON COUNTY, TENNESSEE, (“County”), a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, and the CITY OF FRANKLIN.

Background

The City has been requested by Williamson County to provide extra-duty officers for special events (such as athletic tournaments). The Board of Mayor and Aldermen has previously approved the Extra-Duty Officer Agreement for use between the Police Department and private parties. However, state law provides that contractual agreements between governmental entities must be done by interlocal agreement. The proposed interlocal agreement sets forth the same terms as the standard Extra-Duty Officer Agreement.

Upon request from the County, the City agrees to provide extra-duty police officers to render police-related services, such as traffic control and security at County sponsored events held within the City’s jurisdiction, (“Services”). Marked police vehicles may be used if they are requested by the County and are reasonably required to adequately complete the job the officer(s) is hired to perform. Use of marked police cars must be authorized by the Chief of Police or his designee on an event by event basis. If the County changes the time of the event, it shall notify the Franklin Police Department’s Public Affairs office. The City shall make all reasonable efforts to staff the event during its new time.

Financial Impact

The City will charge the routine rate for each extra-duty officer at \$30.00 per hour. If a supervisor is required to be present at the event location based on the number of extra duty officers needed, the rate is \$40.00 per hour for each supervisor. The County shall make full payment to each officer at the conclusion of the assignment. An additional fee of \$5.00 per hour per officer shall be paid to the City in a form of a check or money order to be sent to the address of the Franklin Police Headquarters as provided below. If the County determines that the event requires the officer(s) to extend their assignment beyond the original hours, the County shall pay an additional \$5.00 fee per hour in addition to the hourly rate to the Officer(s). If the County



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fails to pay any fees to the City within 30 days from the date of the assignment, then the City can terminate this Agreement. There is little to no financial impact to this Agreement.

Options

The Board may approve, reject or amend the proposed interlocal agreement.

Recommendation

Approval of the proposed interlocal agreement is recommended.

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY
AND THE CITY OF FRANKLIN FOR THE PROVISION OF EXTRA-DUTY POLICE SERVICES**
COF Contract #2011-0186

THIS INTERLOCAL AGREEMENT, (“Agreement”), is entered into by and between WILLIAMSON COUNTY, TENNESSEE, (“County”), a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, and the CITY OF FRANKLIN, (“City”), a municipal government located at 109 Third Ave. South, Franklin, Tennessee, 37064, to establish the terms and financial responsibilities for the provision of extra-duty police services.

RECITALS

WHEREAS, Williamson County and the City of Franklin are governmental entities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to *Tennessee Code Annotated, Section 12-9-104*;

WHEREAS, the City of Franklin provides important extra-duty police services within the City’s jurisdiction; and

WHEREAS, the City and County find it in the best interest of its citizens to execute this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Purpose of Agreement. The purpose of this Interlocal Agreement is to clearly define the contractual responsibilities and financial obligations of the City and County for the provision of extra-duty police services at County sponsored events.

II. Authority. This Agreement is made and entered into pursuant to the authority granted to the parties under the *Interlocal Cooperation Act*, Tennessee Code Annotated Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of the Act shall be achieved prior to the execution of this Agreement.

III. Provision of Extra-Duty Police Services. Upon request from the County, the City agrees to provide extra-duty police officers to render police-related services, such as traffic control and security at County sponsored events held within the City’s jurisdiction, (“Services”). Marked police vehicles may be used if they are requested by the County and are reasonably required to adequately complete the job the officer(s) is hired to perform. Use of marked police cars must be authorized by the Chief of Police or his designee on an event by event basis. If the County changes the time of the Event, it shall notify the Franklin Police Department’s Public Affairs office. The City shall make all reasonable effort to staff the event during its new time.

IV. Staffing Requirements. The parties shall agree on the number of police officers needed to provide the Services. A supervisor is required to be present at the Event for every 4 police officers assigned to work the event. If the Chief of Police or his designee determines that the size of the event warrants additional officers, the City will contact the County to discuss the need for additional officers. Generally, the City provides one officer for every 200 patrons attending the event. If an officer fails to report to the event location or fails to fulfill the Services as defined herein, the County will notify the Franklin Police Department Public Affairs office at 615-550-6819. The City shall make all efforts to provide a substitute officer. The County will not be responsible for the cost of any officer that fails to report to the event location.

V. Cancellation by County. The County shall have the right to cancel the Services no later than 24 hours before the event begins without cost to the County. If the cancellation was caused by inclement weather conditions or natural disasters, then the County has the right to cancel the services at any time without cost to the County. If the County cancels the Services within 24 hours of the event and the cancellation is not due to inclement weather conditions or natural disasters, the County will pay the City a rate equal to \$30.00 per hour for two hours for each scheduled police officer.

VI. Cancellation by City. Should an assigned officer be unable to fulfill the assignment due to illness or injury and a substitute cannot be found, the City shall contact the County that it is unable to fulfill the assignments. The City may cancel the extra-duty assignment if the Chief of Police determines that the officer is needed for a department or community emergency. The City shall make all efforts to fulfill the assignment prior to cancelling. The County shall not be responsible for any fees or costs associated with the terminated Services.

VII. Control Over Police Officers. Unless otherwise agreed by the parties in writing, the County does not have control or supervisory capacity over the officers. Officers shall at all times remain under the exclusive control of the Franklin Police Department and are accountable for strict adherence to its rules and regulations. The extra-duty officers are at all times subject to the policies of the City of Franklin, applicable laws, and the Constitution of the United States and the State of Tennessee, and the rules and regulations governing employees of the Franklin Police Department. Assignments shall not supersede or violate the Franklin Police Department's policy and procedures.

VIII. Rate Schedule. The City will charge the routine rate for each extra-duty officer at \$30.00 per hour. If a supervisor is required to be present at the event location based on the number of extra duty officers needed, the rate is \$40.00 per hour for each supervisor. The County shall make full payment to each officer at the conclusion of the assignment. An additional fee of \$5.00 per hour per officer shall be paid to the City in a form of a check or money order to be sent to the address of the Franklin Police Headquarters as provided below. If the County determines that the event requires the officer(s) to extend their assignment beyond the original hours, the County shall pay an additional \$5.00 fee per hour in addition to the hourly rate to the Officer(s). If the County fails to pay any fees to the City within 30 days from the date of the assignment, then the City can terminate this Agreement.

IX. Term. The initial term of this Agreement shall be for a period of 3 years which shall begin January 15, 2012 and end on January 14, 2015. The parties may agree to extend the Agreement by written agreement for three additional 3 year terms.

X. Termination.

- a. **Breach.** Should any party fail to fulfill in a timely and proper manner a material obligation under this Agreement or if any party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with notice of the breach. The breaching party will then have 7 calendar days from the receipt of the notice to cure the breach. Upon breach or default of any of the provisions set forth herein, each non breaching party shall be entitled to any and all damages and other equitable relief permitted under the laws of the State of Tennessee.
- b. **Termination for Convenience.** City or County may terminate this contract at any time upon 30 days written notice to the other party. Such termination shall not affect in any manner any prior existing obligations between the parties.

XI. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

XII. Limitation on Liability. Each party shall be responsible for its own actions and the actions of their employees, contractors, subcontractors, and agents conducted pursuant to this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

XIII. General Terms.

a. **Choice of Law and Forum.** This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

b. **Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

County: **WILLIAMSON COUNTY, TENNESSEE**
County Administrative Complex
1320 West Main Street, Suite 125
Franklin, TN 37064
Attn: County Mayor

City: **FRANKLIN POLICE DEPARTMENT**
900 Columbia Avenue
Franklin, TN 37064
Attn: Public Affairs, Extra Duty Officer

Copy to: **CITY OF FRANKLIN**
109 Third Ave. South
Franklin, TN 37064
Attn: City Manager

c. **Entire Agreement and Modifications in Writing.** This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.

d. **Dispute Resolution.** The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.

e. **Assignment.** The rights and obligations of this Agreement are not assignable.

f. **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.

g. **Compliance with Laws.** The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.

h. **Employment Practices.** Neither party shall 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, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. The parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws.

i. **Relationship Between the Parties.** The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not 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.

j. **Severability.** If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

k. **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, County shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

l. **Headings.** The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

m. **Effective Date.** This Agreement shall not be binding upon the parties until it has been properly approved by the legislative bodies of the respective parties, it has then been signed first by the authorized representatives for the City and then by the authorized representatives of Williamson County and has been filed in the office of the County Mayor. When it has been so signed and filed, this contract shall be effective as of the date written below.

IN WITNESS WHEREOF, the County and the City have executed this Agreement effective as of the date and year written below.

ATTEST:

WILLIAMSON COUNTY, TENNESSEE

BY: _____

BY: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

ATTEST:

CITY OF FRANKLIN

BY:

BY:

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Franklin City Attorney