

**APPLICATION AND AGREEMENT for SPECIAL EVENT EXTRA-DUTY SERVICES
FRANKLIN POLICE DEPARTMENT, CITY OF FRANKLIN, TENNESSEE
EXTRA-DUTY OFFICE 615-550-6834**

Name of Applicant	Name of Organization	Name of Authorized Representative & Phone #
Applicant's Email & Phone #	Email for Billing/Invoicing	Mailing Address for Billing/Invoicing
Event Contact Person (for Officer Check-In)	Event Contact's Number & Email	Type of Event
Event Location & Address		Expected Attendance Count
Service Date(s) & Hours for Officer(s)		Number of Officers Requested (Requirement's Below)
Service(s) Requested of Officers: <input type="checkbox"/> Police Presence <input type="checkbox"/> Security <input type="checkbox"/> Crowd Control <input type="checkbox"/> Traffic Control <input type="checkbox"/> Street Closure <input type="checkbox"/> Other (please explain)		

REQUIREMENTS, DURATION, RATES, AND FEES

1. The City of Franklin generally requires one officer (1) per 200 attendees, more or fewer may be assigned to ensure safety.
2. All Extra-Duty jobs require a minimum of three (3) hours per officer (regardless of whether the job concludes before the three-hour minimum).
3. Jobs requiring or requesting three (3) or more officers require one (1) supervising officer.
4. An administrative fee of \$10 per hour per officer will be applied to all jobs. The fee covers the workers' compensation insurance for the officer(s), use of the City's vehicle, and other expenses.
5. Any special events that are subject to approval by the City of Franklin must be approved prior to officer assignment.

Regular Rates	Rates with less than 24 Hours' Notice	Holiday Rates for City Observed holidays
\$60 per hour per police officer	\$70 per hour per police officer	\$75 per hour per police officer
\$70 per hour for supervising officer	\$80 per hour for supervising officer	\$85 per hour for supervising officer

CANCELLATIONS AND ACKNOWLEDGEMENT OF CONDITIONS

Cancellations by Entity: Cancellations less than 24 hours' notice subject the Entity to be charged three (3) hours per assigned police officer.

Cancellations by City: Under extraordinary circumstances, if an assigned officer is unable to fulfill the assignment and a substitute cannot be found, the assignment may be cancelled. Additionally, in the case of a departmental need or community emergency, the assignment may be cancelled.

AS AUTHORIZED REPRESENTATIVE, I *(Print First & Last Name)*, HEREBY
 ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS APPLICATION, INCLUDING THE "AGREEMENT AND CONDITIONS OF EXTRA-DUTY OFFICER(S)" INCLUDED WITH THIS APPLICATION AND FURTHER AGREE THAT I WILL ABIDE BY AND BE SUBJECT TO THESE CONDITIONS IN ALL RESPECTS.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE SIGNED

APPLICATION SUBMISSION

By Email: EXTRADUTY@FRANKLINTN.GOV

In Person or Mail: Franklin Police Department, 900 Columbia Ave., Franklin, TN 37064

The submission and acceptance of this application does not guarantee officer availability for the event.

AGREEMENT AND CONDITIONS OF SPECIAL EVENT EXTRA-DUTY SERVICES

AUTHORITY

1. The Authorized Representative affirmatively asserts having full legal capacity and authority to act for and on behalf and to bind Entity in entering into this Agreement with the City of Franklin/Franklin Police Department (“Department”).

REQUESTS

2. The Extra-Duty 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. Applicant shall apply by e-mail or in person during regular business hours. All applications must be received by the Extra-Duty Office at least ten (10) business days prior to the date of event. In emergency situations this requirement may be waived. Extra-duty employment is voluntary for officers; therefore, staffing cannot be guaranteed.

INVOICING AND PAYMENT

4. Invoicing - The City issues invoices on or about the 5th of the month following the provision of services.

5. Payment Obligation - The Entity shall remit payment in full for each invoice within thirty (30) calendar days of the invoice date.

6. Permissible Methods of Payment - Payments may be made online at www.franklintn.gov/extraduty or by check, payable to the *City of Franklin*, and mailed to Franklin Police Department, Attn: Extra-Duty Office, 900 Columbia Avenue, Franklin, TN 37064.

7. Delinquent Payments - If any payment is not received by the City within thirty (30) calendar days of the invoice date, the City reserves the right, in its sole discretion, to suspend or terminate this Contract and/or to withhold or deny any future services until such delinquency is resolved. Late payments are subject to additional fees, and the City reserves all rights and remedies available by law or in equity to collect any amounts due, including attorney’s fees and costs of collection.

8. Advance Payments - Under certain circumstances, the City may require partial or full payment in advance of the event.

GENERAL POLICIES

9. In matters requiring law enforcement actions, Entity representatives 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 and departmental rules and regulations.

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

11. The Department reserves all rights in the assignment of officers. Special requests will be considered.

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 to be implemented, and facilitate placing these measures into operation.

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

14. **Entire Contract/Modification.** This Agreement 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 Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

15. **Governing Law & Venue.** This Agreement shall be governed by the laws of the State of Tennessee. Any lawsuit concerning this Agreement 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 Agreement.

CANCELLATION PROCEDURES

17. The Applicant/Entity may cancel services by contacting the Extra-Duty Office at 615-550-6834, during business hours. For impending job emergency cancellation after hours, contact the Police Captain at 615-794-2513 AND send an email to extraduty@franklintn.gov indicating the original event details and reason for cancellation. Cancellations less than 24 hours’ notice, prior to the date and time of the event assignment, subject the Entity to charges.