

AGREEMENT FOR EXTRA-DUTY

THIS AGREEMENT FOR EXTRA-DUTY SECURITY SERVICES is made between customer submitting this order (the “Customer”) and the CITY OF JACKSON, operating through the City of Jackson’s Police Department (“JPD”), a Tennessee governmental entity.

R E C I T A L S

WHEREAS the Customer is a private business that operates within the city limits of Jackson, Tennessee; that wishes to enter into an agreement with the City of Jackson, to have additional police presence in the interior/exterior areas and parking lots of its business.

WHEREAS, management of, the Customer has determined that there exists in the Interior/Exterior Areas and Parking Lots a need for additional security during certain operating hours;

WHEREAS, the Customer desires to engage JPD, and JPD is willing to be engaged to provide Extra-duty security in the Interior/Exterior Areas and Parking Lot;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties, it is agreed as follows:

- 1. Duties of JPD.** JPD agrees to furnish at certain specified locations, as agreed upon by the Parties, uniformed Officers at a minimum of two (2) hours per assignment date as requested by the Customer to provide Extra-duty security services in the Interior/Exterior Areas and Parking Lots as needed by the Customer and at times requested by the Customer. JPD agrees to provide officers from within its ranks specifically for this purpose, and shall begin the process upon the Effective Date of this Agreement. If the Customer requests Extra-duty security services prior to the date on which these officers begin performing duties at the Customer, and JPD is able to provide such Extra-duty security services, compensation for these Extra-duty security services shall be at the Extra-duty rate specified in paragraph 3.
- 2. Obligations of JPD and Officers.** JPD and all Extra-duty security Officers providing services pursuant to this Agreement shall have the following obligations:
 - A. Officers shall, at all times, while providing services under this Agreement, give their best efforts to maintain a visible, uniformed presence in the Interior/Exterior Areas and Parking Lots of said Business.
 - B. In emergency situations, Officers shall be available to respond to calls or requests for assistance away from the Customer’s premises, when other City officers are not available. The Officers will return to the Customer’s premises as soon as practical;
 - C. All Officers shall be properly uniformed and equipped while performing services under this Agreement;
 - D. While performing Extra-duty assignments, the Officers’ duties shall include patrol of the Interior/Exterior Areas of the business property and Parking Lots, crowd control of the

Interior/Exterior Areas and Parking Lots. Officers shall detain and arrest individuals as appropriate in accordance with applicable laws and JPD policies and procedures;

- E. Officers shall give their best efforts to remain at their posts while on duty; and
- F. Extra duty assignments are filled on a voluntary basis and the potential for unfilled requests exist. If an Officer is not available to report as scheduled, Extra Duty Solutions or JPD shall attempt to arrange for a replacement Officer or Special Patrol.
- G. There is a two (2) hour minimum assignment for each officer scheduled. There is a two (2) officer minimum if alcohol is present at the event. A supervisor is required if five (5) or more officers are requested for large events.

3. Compensation. The Customer shall pay City of Jackson JPD, through Extra Duty Solutions (EDS); for Officers providing services under this Agreement at a rate of Forty-Three Dollars and 33/100 Dollars (\$44.33) per hour per officer. The Customer shall be billed weekly for the services and any default in payment of these services may result in immediate revocation of this Agreement.

There is a minimum of two (2) hours per officer for each assignment. There is a minimum of two (2) officers required if alcohol is present. A supervisor is required if five (5) or more officers are requested for large events.

Please provide a twenty-four (24) hour notice when cancelling assignments. If no cancellation notice is given or if it is not provided timely, JPD Officers will be compensated for two (2) hours. A two (2) hour notice is permitted for events that are dependent on the weather.

4. Term/Termination. The term of this Agreement shall commence on the day and date set forth when the request is submitted and shall continue for the agreed period. Unless either party shall give to the other written notice of its intention not to renew this Agreement at least thirty (30) days prior to the expiration of a term, or unless sooner terminated as provided herein. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other.

5. Miscellaneous

A. Entire and Exclusive Agreement. This Agreement (together with exhibits and attachments hereto) constitutes the entire agreement among the parties and no provisions hereof may be omitted or modified except in writing signed by the parties. No provision of this Agreement may be waived except in writing signed by the party from whom such waiver is sought and such waiver shall be effective only in the specific instance and for the specific purpose given. Any and all prior agreements or contracts among the parties covering the same or similar subject matter are hereby deemed to be terminated and of no further force and effect.

B. Governing Law/Jurisdiction. The validity, construction, and interpretation of this Agreement shall be governed and determined in accordance with the laws of the State of Tennessee. Should any dispute arise between the parties, they agree to seek resolution in the Circuit Court of Madison County, Tennessee.

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C. Severability. If any parts of this Agreement are found to be void, or prohibited by, or unlawful or unenforceable under, any applicable law, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the voided parts were deleted.

D. Assignment. This Agreement shall not be assignable by either party.

E. Interpretation. Should the provisions of this Agreement require judicial interpretation, it is agreed that the judicial body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who has or through his agent has, prepared the same. It is agreed that the agents of all parties have participated in the preparation hereof equally.

F. Relationship of Parties. It is agreed by the parties that, at all times and for all purposes hereunder, the arrangement between the Customer and JPD and/or the relationship between the Customer and any Officers providing Extra-duty services under this Agreement is that of independent contractors performing Extra-duty assignments. The parties hereto and the Officers providing services under this Agreement covenant and agree that they shall not be considered employees or agents of the other. The Customer shall not have or exercise any control over the methods by which any of the Officers perform their duties hereunder, except to the extent provided in this Agreement. Neither JPD nor any Officer providing services under this Agreement shall have any claim under this Agreement or otherwise against the Customer for vacation pay, sick leave, retirement benefits, workers compensation, health insurance benefits, or other employee benefits of any kind. JPD agrees that any Extra-duty Officers furnished to the Customer hereunder shall be bona fide employees of JPD. JPD is a non-electing governmental entity and does not carry workers' compensation insurance on its Officers. JPD self-insures its liability, in accordance with state law. JPD and the Officers providing services under this Agreement hereby represent and warrant that they are fully and adequately covered for liability and job-related injury issues to the extent required by law. The Customer shall not be responsible for employee withholdings as the relationship created hereby is that of independent contractors.

The City of Jackson Risk Management Department requires a Certificate of Insurance from the Customer in the amount of \$1,000,000 with the City listed as Additionally Insured. This insurance requirement is a minimum requirement for this Agreement, and shall not be construed to limit the indemnity covenants found in the Agreement in any way.

G. Indemnification. The Customer shall indemnify, defend, save and otherwise hold harmless the City of Jackson and the Jackson Police Department, its appointed and elected officials, directors, officers, agents and employees from and against any and all losses, allegations, claims, demands, causes of action, litigation, expenses related thereto (including reasonable attorney's fees) or dispute for damages including property damage, bodily injury and death to have arisen or alleged to have arisen out of the activities inherent with this agreement and/or from any alleged or perceived action, inaction, omission or negligence of any kind found to be or alleged to be caused in whole or in part by the City of Jackson and the Jackson Police Department. This indemnification is in effect at all times the JPD officers are assigned at the Customer EXCEPT when such officer(s) exercises lawful authority as a police officer, such as a pursuit and apprehension of a suspect, charging and arresting any individual.

H. Nondiscrimination. The parties to this Agreement hereby acknowledge and agree that neither of them shall discriminate in their performance under this Agreement or otherwise on the grounds of

disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, state, or local law.

I. Nothing in this agreement shall be construed as creating additional liability or obligations by JPD towards the Customer, or the citizens or property owners of the City of Jackson, nor abrogate any defense under the Governmental Tort Liability Act, public duty doctrine, or any other applicable law.

J. By submitting its order, the Customer expressly acknowledges and agrees that (i) it has carefully read and understands these terms and conditions, (ii) it has had the opportunity to engage the assistance of legal counsel of its choosing (and such other professionals and advisors as it has deemed necessary) in the review and execution hereof, (iii) the meaning and effect of the various terms and provision hereof have been fully explained to it, (iv) it has conducted such investigation, review and analysis as it has deemed necessary to understand these terms and conditions and the transactions contemplated hereby, and (v) it has agreed to these terms and conditions of its own free will.

BY SUBMITTING ITS ORDER AND ELECTRONICALLY AGREEING TO THESE TERMS AND CONDITIONS THE CUSTOMER EXPRESSLY ACKNOWLEDGES ITS RECEIPT AND UNDERSTANDING OF THESE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS SET FORTH HEREIN.