

RICHMOND POLICE DEPARTMENT
RICHMOND, VIRGINIA

Single Event Employer Agreement for Extra-Duty Police Services

Name: _____

Agent: _____

Address: _____

Phone: _____

This Contract for Off-Duty Officer Services for Single Events ("Contract") between the City of Richmond, Virginia ("the city") and _____ ("the Company") is binding among and between these parties as of the date of the City's final signature

DEFINITIONS

1. Officer - a City of Richmond Police Department officer, including a City of Richmond Police Department officer designated as a first line supervisor, engaging in off-duty employment as authorized by Richmond City Code section 2-1187 in accordance with this Contract.
2. Outside Employment Coordinator - the City of Richmond law enforcement officer designated by the Chief of Police to administer the Services provided by Officers pursuant to this Contract.
3. Services - the services provided by an Officer pursuant to this Contract including, but not limited to, providing security and controlling crowds and traffic, which may require the use of police powers.
4. Single Event - an event requiring fewer than 25 Officers and continuing for a period of four weeks or less.

REQUEST FOR SERVICES

5. The Company must submit a written request for Services to the Outside Employment Coordinator at least seven working days before the Single Event is scheduled to commence. The request must indicate whether the Single Event will require the use of specialized police equipment including, but not limited to, police motorcycles, vehicles, and horses. The Chief of Police may waive this notice requirement in emergency situations.
6. The Company must submit this executed Contract to the Outside Employment Coordinator before the request for Officers can be processed and any Officers assigned to the Single Event.
7. The Company shall furnish the City with a certificate of insurance evidencing the coverage required in Section VII ("Insurance") at the time the Company submits its written request for Services.
8. Participation as an Officer in a Single Event is voluntary and, therefore, Officers cannot be guaranteed for all Single Events.

SERVICES

9. The Company shall not interfere in or attempt to influence decisions or actions made by Officers providing Services pursuant to this Contract. Officers are subject to all laws and City policies and procedures and will not enforce any rules and regulations in violation thereof.
10. Officers may be required to leave the Single Event if ordered by a City of Richmond Police Department dispatcher.

COMPENSATION

11. The Company shall compensate the Officers as set forth in this Section.
12. The Outside Employment Coordinator shall determine, in his or her sole discretion, the number of Officers required to provide the off-duty law enforcement services necessary for a Single Event.

13. For Single Events requiring four or less Officers, Officers shall be compensated at a rate of \$35.00 per hour.
14. *Officers and Supervisors shall be paid at time and one half for all city holidays and New Year's Eve.*
15. For Single Events requiring at least five and not more than 15 Officers, Officers, not designated as first line supervisors, shall be compensated at a rate of \$35.00 per hour and one Officer, designated as a first line supervisor, shall be compensated at a rate of \$38.00 per hour.
16. For Single Events requiring at least 16 and not more than 25 Officers, Officers not designated as first line supervisors shall be compensated at a rate of \$35.00 per hour and two Officers designated as first line supervisors shall be compensated at a rate of \$38.00 per hour.
17. Single Events that require the use of specialized police equipment shall result in an additional fee to be set by the Chief of Police.
18. The Company shall compensate Officers for a minimum of four hours of Services notwithstanding the actual duration of the Single Event.
19. The Company shall compensate each Officer by check made payable to each individual Officer and delivered immediately upon the completion of the Single Event. Any check not delivered immediately upon the completion of the Single Event shall incur a fee equal to 10% of the total amount paid by the Company to the Officer.
20. Pursuant to Richmond City Code section 12-3, all returned checks shall be assessed a service fee in the maximum amount permitted by Virginia Code section 15.2-106.
21. If the Single Event lasts longer than originally requested, the Company shall compensate each Officer or Supervisor for a full hour for any portion of an hour worked beyond 15 minutes.

TERMINATION

22. **Company.** The Company may terminate this Contract as set forth in this section. The Company must provide written notice to the Outside Employment Coordinator of termination at least 24 hours (3 hours for weather related cancellation) prior to the start of the Single Event. If the Company fails to provide this notice, the Company shall remit four hours of pay to each Officer scheduled to provide services at the Single Event pursuant to this Contract. However, if the Contract is terminated by the Company at least three hours prior to the scheduled start time for the Single Event because of inclement weather, the Company is not required to compensate the Officers.
23. **City.** The Outside Employment Coordinator may terminate this Contract for convenience by providing written notice to the Company at least 24 hours (3 hours for weather related cancellation) prior to the date of termination.

LIABILITY

The Company shall indemnify and defend the City and each Officer, either or both, from and against any and all claims, damages, injuries, liabilities, or losses arising out of, caused by, or resulting from any Officer's performance of any services under this Contract or from any material default or breach by the Company of its obligations specified in this Contract.

INSURANCE

- 24. The Company shall maintain a comprehensive policy of Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301.
- 25. The Company shall provide and maintain throughout the life of this Contract insurance in the kinds and amounts specified in this section with an insurer licensed to transact business in the Commonwealth of Virginia. Each insurance policy, endorsement and certificate of insurance shall be signed by duly authorized representatives of such insurers and shall be countersigned by duly authorized local agents of such insurers.
- 26. The Company shall pay all premiums and other costs of such insurance.

END

INTENTIONALLY

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Agent / Employer Signature

Outside Employment Coordinator's Signature

Print Name of Employer

Date

Print Name of Outside Employment Coordinator

Date