

RICHMOND POLICE DEPARTMENT
RICHMOND, VIRGINIA

On-Going Events Employer Agreement for Extra-Duty Police Services

Name: _____

Agent: _____

Address: _____

Phone: _____

**This Contract for Off-Duty Officer Services for On-Going Events ("Contract") between the City of Richmond, Virginia ("the city") and

("the Vendor")
is binding among and between these parties as of the date of the City's final signature ("Commencement Date")**

DEFINITIONS

1. Individual Shift - a single set of consecutive hours of Services continuing for no more than 24 hours.
2. Job Coordinator - the City of Richmond law enforcement officer responsible for assisting the Outside Employment Coordinator with scheduling and timekeeping for the Officers.
3. Officer - a City of Richmond Police Department officer, including a City of Richmond Police Department officer designated as first line supervisor, engaging in off-duty employment as authorized by Richmond City Code section 2-1208 in accordance with this Contract.
4. Ongoing Event - an event continuing for a period of more than four weeks made up of Individual Shifts and requiring no more than nine (9) Officers.
5. 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.
6. Services - the services provided by an Officer pursuant to this Contract including, but not limited to, security and controlling crowds and traffic, which may require the use of police powers.
7. Special Event – an organized event designed to attract participants or spectators, or both, and requiring 10 or more Officers.

REQUEST FOR SERVICES

8. The Vendor must submit a written request to the Outside Employment Coordinator at least 14 working days before the Ongoing Event is scheduled to commence. The request must indicate whether the Ongoing 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.
9. The Vendor must submit this executed Contract to the Outside Employment Coordinator before the request for Officers can be processed and any Officers assigned to the Ongoing Event.
10. The Vendor shall furnish the City with a certificate of insurance evidencing the coverage required in Section IX ("Insurance") at the time the Vendor submits its written request for Services.
11. Participation as an Officer in an Ongoing Event is voluntary and, therefore, Officers cannot be guaranteed for all Ongoing Events.

SERVICES

12. The Vendor 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.
13. Officers are not permitted to work the interior portions of an establishment holding an "on-premises" Virginia Alcoholic Beverage Control Authority license without prior approval from the Outside Employment Coordinator.
14. Officers may be required to leave the Ongoing Event if ordered by the City of Richmond Police Department or by the Department of Emergency Communications.
15. Ongoing Events shall be assigned a Job Coordinator.

COMPENSATION

16. The Vendor shall compensate the Officers as set forth in this Section.
17. The Outside Employment Coordinator shall determine, in his or her sole discretion, the number of Officers required to provide the Services necessary for an Ongoing Event.
18. The Vendor has the option to choose whether they want to pay Officers at a rate of \$50.00 per hour **OR** at an agreed upon amount **OR** at the Officer's time and one-half rate.
 - *If the event is deemed to be a Special Event as defined in "Definitions", Officers and Supervisors shall be paid at time and one half rate*
19. For Ongoing Events requiring four or less Officers, Officers shall be compensated at a rate of \$50.00 per hour.
20. For Ongoing Events requiring at least five and not more than nine (9) Officers, Officers not designated as first line supervisors shall be compensated at a rate of \$50.00 per hour and one Officer designated as a first line supervisor shall be compensated at a rate of \$55.00 per hour. *The first line supervisor compensation rate does not apply if the Vendor is paying the Officer at the time and one half rate.*
21. For Ongoing Events requiring at least nine (9) or fewer Officers, Officers not designated as first line supervisors shall be compensated at a rate of \$50.00 per hour and one (1) Officer designated as a first line supervisor shall be compensated at a rate of \$55.00 per hour. *The first line supervisor compensation rate does not apply if the Vendor is paying the Officer at the time and one half rate.*
22. The Job Coordinator shall be compensated at a rate of \$55.00 per week for the term of this Contract.

CONTINUED ON BACK

- Officers shall be paid \$75.00 per hour for all city holidays and New Year's Eve. Supervisors shall be paid \$80.00 per hour for all city holidays and New Year's Eve.
23. For ongoing events that end between the hours of 01:00 AM and 03:45 AM, Officers shall be compensated at a rate of \$50.00 per hour with an additional \$10.00 per hour.
- Should the assignment require (a) first line supervisor(s), the additional \$10.00 per hour is added to the first line supervisor compensated rate.
 - The additional \$10.00 per hour does not apply if the Vendor is paying the Officer at the time and one-half rate.
24. For ongoing events that requires the Officers primary assignment to be that of Traffic Control, Officers shall be compensated at a rate of \$50.00 per hour with an additional \$6.00 per hour.
- Should the assignment require (a) first line supervisor(s), the additional \$6.00 per hour is added to the first line supervisor compensated.
 - The additional \$6.00 per hour does not apply if the Vendor is paying the Officer at the time and one-half rate.
 - The additional \$6.00 per hour does not apply if Traffic Control is an ancillary duty during the assignment.
25. Ongoing Events that require the use of specialized police equipment shall result in an additional fee to be set by the Chief of Police.
26. The Vendor shall compensate Officers for a minimum of four hours of Services notwithstanding the actual duration of the Individual Shift.
27. The Vendor shall compensate each Officer and each Job Coordinator by check made payable to each individual. The Vendor shall deliver all checks to the Job Coordinator every other Friday. Each check must include the compensation for the Services performed pursuant to this Contract during the immediately preceding two weeks prior to issuance of that check. Any check delivered more than 14 days after the completion of an Individual Shift shall incur a fee equal to 10% of the total amount owed by the Vendor for that Individual Shift.
28. 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.
29. In the event the City initiates legal action to enforce this Contract and prevails, the City shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such enforcement. Vendor shall not be entitled to recover attorney's fees from the City under any circumstances.

TERM

30. This Contract shall commence on the Commencement Date and shall expire one year later, unless terminated earlier in accordance with Section VII ("Termination").

CANCELLATION

31. The Vendor may terminate an Individual Shift as set forth in this Section. The Vendor must provide written notice to the Outside Employment Coordinator of termination at least 24 hours prior to the start of the Individual Shift. If the Vendor fails to provide this notice, the Vendor shall remit four hours of pay to each Officer scheduled to provide services at the Individual Shift pursuant to this Contract. However, if the Contract is terminated by the Vendor at least three hours prior to the scheduled start time for the Individual Shift because of inclement weather, the Vendor is not required to compensate the Officers.

TERMINATION

32. Either party may terminate this Contract for convenience by providing written notice to the other party at least 30 calendar days prior to the date of termination.

LIABILITY

33. The Vendor 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 Vendor of its obligations specified in this Contract.

INSURANCE

34. The Vendor shall maintain a comprehensive policy of Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301.

35. The Vendor 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.

36. The Vendor shall pay all premiums and other costs of such insurance.

RATE OPTION

37. The Vendor agrees to pay Officers at (must check one):

The compensation rate of \$50.00 per hour for Officers and \$55.00 per hour for first line supervisors

OR

The agreed amount of _____/per hour.

OR

The officer's time and one half rate

END

_____ Agent / Employer Signature	_____ Outside Employment Coordinator's Signature
_____ Print Name of Employer	_____ Print Name of Outside Employment Coordinator
_____ Date	_____ Date