

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 Vendor")
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 2-1208 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 no more than nine (9) Officers and continuing for a period of four weeks or less.

REQUEST FOR SERVICES

5. The Vendor 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 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 Single Event.
7. The Vendor shall furnish the City with a certificate of insurance evidencing the coverage required in Section VII ("Insurance") at the time the Vendor 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 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.
10. Officers may be required to leave the Single Event if ordered by a City of Richmond Police Department dispatcher.

COMPENSATION

11. The Vendor 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. 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.
14. For Single Events requiring four or less Officers, Officers shall be compensated at a rate of \$50.00 per hour.
15. *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.*
16. For Single Events requiring at least five and not more than (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.*
17. For Single Events requiring at least requiring at least nine (9) Officers, Officers not designated as first line supervisors shall be compensated at a rate of \$50.00 per hour and two Officers designated as first line supervisors 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.*
18. Single Events that require the use of specialized police equipment shall result in an additional fee to be set by the Chief of Police.
19. The Vendor shall compensate Officers for a minimum of four hours of Services notwithstanding the actual duration of the Single Event.
20. The Vendor 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 Vendor to the Officer.
21. 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.
22. If the Single Event lasts longer than originally requested, the Vendor shall compensate each Officer or Supervisor for a full hour for any portion of an hour worked beyond 15 minutes.
23. For single 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 single 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. 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.

TERMINATION

26. Vendor. The Vendor may terminate this Contract as set forth in this section. The Vendor 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 Vendor fails to provide this notice, the Vendor 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 Vendor at least three hours prior to the scheduled start time for the Single Event because of inclement weather, the Vendor is not required to compensate the Officers.

27. City. The Outside Employment Coordinator may terminate this Contract for convenience by providing written notice to the Vendor at least 24 hours (3 hours for weather related cancellation) prior to the date of termination.

LIABILITY

28. 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

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

30. 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.

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

RATE OPTION

32. 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

Date

Print Name of Outside Employment Coordinator

Date