

RICHMOND POLICE DEPARTMENT
RICHMOND, VIRGINIA

Special Events 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, providing Services in accordance with this Contract.
2. Outside Employment Coordinator - the City of Richmond Police Department law enforcement officer designated by the Chief of Police to administer Officers to provide Services 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. Special Event - an organized event designed to attract participants or spectators, or both, and requiring 10 or more Officers.

REQUEST FOR SERVICES

5. The Vendor must submit a written request for Officers to provide Services to the Outside Employment Coordinator at least 30 calendar days before the Special Event is scheduled to commence.
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 provide Services for the Special Event.

SERVICES

7. 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.
8. Officers may be required to leave the Special Event if ordered by the City of Richmond Police Department or by the Department of Emergency Communications.
9. Officers are not permitted to provide Services in the interior portions of an establishment holding an "on-premises" Virginia Alcoholic Beverage Control Authority license without prior approval from the Outside Employment Coordinator.

COMPENSATION

10. The Vendor shall compensate the City as set forth in this Section.
11. The Outside Employment Coordinator shall determine, in his or her sole discretion, the number of Officers required to provide the Services necessary for a Special Event.
12. The Vendor acknowledges and agrees that the City may assign Officers to the Special Event who will be entitled to overtime payment because the Special Event is in addition to their regular assignments. Accordingly, the City shall be compensated for each Officer at a rate of that Officer's personal hourly rate multiplied by each hour worked or each fraction thereof multiplied by 1.5.
13. The Vendor shall compensate the City for a minimum of four hours of Services provided by each Officer notwithstanding the actual duration of the Special Event.
14. The Outside Employment Coordinator will provide the Vendor a detailed invoice setting forth the amount owed by the Vendor within 14 days after the completion of the Special Event.

15. The Vendor shall pay by check made payable to the City and delivered to the Outside Employment Coordinator not more than 14 days after the Vendor's receipt of the detailed invoice setting forth the amount owed by the Vendor. Any check not delivered within 14 days after the after the Vendor's receipt of the detailed invoice shall incur a fee equal to 10% of the total amount owed by the Vendor to the City.
16. 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.
17. 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.
18. If the Special Event lasts longer than originally requested, the Vendor shall compensate the City for each Officer for a full hour for any portion of an hour worked beyond 15 minutes.

TERMINATION

19. **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 prior to the start of the Special Event. If the Vendor fails to provide this notice, the Vendor shall remit four hours of pay to the City for each Officer scheduled to provide Services at the Special Event pursuant to this Contract. However, if this Contract is terminated by the Vendor at least 12 hours prior to the scheduled start time for the Special Event because of inclement weather, the Vendor is not required to compensate the Officers.
20. **City.** The Outside Employment Coordinator may terminate this Contract for convenience by providing written notice to the Vendor at least five days prior to the date of termination.
21. **LIABILITY.** 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

22. 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.
23. The Vendor shall pay all premiums and other costs of such insurance.
24. All insurance contracts and policies shall provide, or be endorsed to provide, as follows:
 - a. The City, and its officers, employees, agents, and volunteers shall be listed as additional insured.
 - b. Coverage will not be canceled, non-renewed, or materially modified in a way adverse to the City until 30 days after the Special Event has taken place.

- 25. The Vendor shall maintain a comprehensive policy of General Liability Insurance with not less than \$1,000,000 combined single limit bodily injury and property damage.
- 26. At least 14 days before the Special Event, the Vendor shall furnish the City with a certificate of insurance or endorsement evidencing the coverage required in this section, indicating that the City, and its officers, agents, employees and volunteers are listed as additional insured and that the coverage will not be cancelled, non-renewed, or materially modified in a way adverse to the City until 30 days after the Special Event has taken place.

MISCELLANEOUS.

- 27. **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation, and validity of this Contract, or the rights and obligations of the City and the Contractor in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.
- 28. **Forum and Venue Choice.** Any and all disputes, claims, and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceedings shall take place, only in federal or state court located in the city of Richmond, Virginia. The Vendor accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.

END

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Agent / Employer Signature

Outside Employment Coordinator's Signature

Print Name of Employer

Date

Print Name of Outside Employment Coordinator

Date