

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 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, 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 more than 25 Officers.

**REQUEST FOR SERVICES**

1. The Company 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.
2. 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 provide Services for the Special Event.

**SERVICES**

1. 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.
2. 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.
3. 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**

1. The Company shall compensate the City as set forth in this Section.
2. 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.
3. The Company 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.
4. The Company shall compensate the City for a minimum of four hours of Services provided by each Officer notwithstanding the actual duration of the Special Event.

5. The Outside Employment Coordinator will provide the Company a detailed invoice setting forth the amount owed by the Company within 14 days after the completion of the Special Event.
6. The Company shall pay by check made payable to the City and delivered to the Outside Employment Coordinator not more than 14 days after the Company's receipt of the detailed invoice setting forth the amount owed by the Company. Any check not delivered within 14 days after the after the Company's receipt of the detailed invoice shall incur a fee equal to 10% of the total amount owed by the Company to the City.
7. 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.
8. If the Special Event lasts longer than originally requested, the Company shall compensate the City for each Officer for a full hour for any portion of an hour worked beyond 15 minutes.

**TERMINATION**

1. **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 prior to the start of the Special Event. If the Company fails to provide this notice, the Company 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 Company at least three hours prior to the scheduled start time for the Special Event because of inclement weather, the Company is not required to compensate the Officers.
2. **City.** The Outside Employment Coordinator may terminate this Contract for convenience by providing written notice to the Company at least five days prior to the date of termination.
3. **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**

1. 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.
2. The Company shall pay all premiums and other costs of such insurance.
3. 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.

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4. The Company shall maintain a comprehensive policy of General Liability Insurance with not less than \$1,000,000 combined single limit bodily injury and property damage.
5. At least 14 days before the Special Event, the Company 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.**

1. **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.
2. **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 Company 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