



PORTSMOUTH POLICE DEPARTMENT

PRIDE . PROFESSIONALISM . DEDICATION

Agreement for Secondary Employment Exercising Law Enforcement Authority

This Agreement for Secondary Employment Exercising Law Enforcement Authority, by and between _____, (Secondary Employer), and the Portsmouth Police Department (the Department) made this _____ day of _____, 20____ provides as follows:

RECITALS:

- A. This Agreement is intended to be used only for Secondary Employment in which it is reasonably anticipated that police powers may be used in a law enforcement context. It is not required, nor should it be used, for other outside employment.
- B. This form and a Certificate of Insurance showing at least \$1,000,000 General Liability Coverage shall be submitted a minimum of seven (7) business days prior to the requested date of Secondary Employment. (See also paragraph 6 regarding required insurance)

Name of Business/Organization: _____
 sole proprietorship corporation LLC Other: _____

Business Address: _____

Location of Event (if different from above): _____

Type of Business or Special Event: _____

Representative/Point of Contact (Name/Title): _____

Phone: _____ Email: _____

Will this request last fewer than seven consecutive days: Yes No (if no, attach dates/times)

Will alcohol be served or sold: No Yes (ABC on-premise license) Yes (Banquet License)

Description of services needed: Traffic Control & Pedestrian Safety Crowd Control

Private security, protection of life and property Other: _____

Projected Attendance: _____ Number of Officers Requested: _____

1. The term “*Secondary Employer*” refers to the business, organization, group, or individual that solicits for, and compensates a police officer for, employment that is inherent to their law enforcement authority, commonly referred to as “police part time” or “extra-duty” employment.

2. In order to employ a police officer for Secondary Employment exercising law enforcement authority, the Secondary Employer must agree to and comply with the polices and requirements listed herein.
3. Only monetary payment by check or electronic deposit can be accepted. Officers will be paid by the Secondary Employer at an hourly rate of at least \$30 or higher as negotiated by the parties. All officers will be paid at the same hourly rate. Supervisory officers required per paragraph 8 may be compensated at a different rate, but such rate shall be the same for all supervisors of the same rank. No compensation shall be made by cash or the exchange of any goods or services. Upon written request, The Department shall have the right at any time to examine the financial records of the Secondary Employer to determine or confirm what has been paid to any individual officer. Police officers working Secondary Employment are responsible for their own tax liability. The Secondary Employer shall comply with all applicable tax laws and regulations. Secondary Employer shall provide officers with all documents needed for income tax reporting. **Hourly rate:**
4. An officer shall not participate in any activity beyond the scope of his/her recognized law enforcement duties. Prohibited duties include, but are not limited to: mediating civil disputes; performing duties as a bouncer; conducting bag checks/inspections; conducting ID checks; or conducting retail functions (product sales or stocking). If the Secondary Employer's business is authorized to sell and is engaged in the sale of alcoholic beverages for on-site consumption, officers may only work outside the establishment.
5. Any officer working under this Agreement shall not be under any duty of confidentiality to the Secondary Employer, and the officer shall be obligated to respond to any inquiry from any other duly authorized law enforcement official about anything the officer may have observed or become aware of during the period of employment.
6. The Secondary Employer is required to have general liability and workers' compensation insurance coverage. The Secondary Employer shall submit proof of coverage, via *Certificate of Insurance*. Furthermore, the Certificate of Insurance shall have an endorsement which indicates the City of Portsmouth is named as an Additional Insured.
7. The City of Portsmouth does not provide coverage for liability or workers' compensation unless the officer initiates an action under the authority of his or her office. If an officer makes a detention based on probable cause or reasonable suspicion or a lawful arrest while working under this Agreement, the officer shall cease working under the Agreement and shall become an On-Duty Portsmouth Police Officer from the point of detention or arrest through the time the officer relinquishes custody of the subject(s) to a magistrate, the Sheriff's Office, or otherwise concludes the action. After relinquishing custody of the subject(s), the officer shall resume his or her status under this Agreement working for the Secondary Employer.
8. The Portsmouth Police Department will determine staffing allocation needs. If alcohol is present for on premise consumption, a minimum of two officers is required. If anticipated

attendance requires the assignment of additional officers, supervisors will be required as noted:

- a. For jobs needing five to ten officers, one first-line supervisor.
 - b. For jobs requiring eleven to fifteen officers, two first-line supervisors.
 - c. For jobs requiring sixteen or more officers, two first-line supervisors and a second-line supervisor.
 - d. For jobs requiring twenty or more officers, one first-line supervisor for every seven officers and a second-line supervisor for every sixteen officers.
 - e. For jobs requiring two or more second-line supervisors, one command level supervisor in addition to other supervisory requirements, unless otherwise determined by the Chief of Police or his designee.
9. Police Officers are at all times subject to the policies of the City of Portsmouth and the Portsmouth Police Department. The officer shall refuse to perform any duty deemed to be in conflict with any City Ordinance, the laws of the Commonwealth of Virginia, federal law, or policies and procedures established by the Portsmouth Police Department.
10. The Police Department is not obligated to provide Secondary Employment police services, nor does it guarantee the availability of officers to fulfill this request. The employment opportunity will be posted and eligible officers may elect to perform the work requested.
11. Police officers are subject to recall from Secondary Employment to “on duty” status, and may be required to leave the Secondary Employment assignment for operational necessities.
12. The Chief of Police reserves the exclusive right to decline requests for Secondary Employment received from any person, firm, or organization in conflict with any City Ordinances or laws of the Commonwealth of Virginia; in breach of the terms of this document; or is in arrears in payments to officers.

Certification/Agreement for Extra-Duty Employer

By signing this form, I acknowledge that I am authorized to enter into a binding Agreement representing the business/organization requesting Secondary Employment. I acknowledge and understand that eligibility for workers’ compensation benefits provided by the City of Portsmouth are governed by the provisions of the Workers’ Compensation Act, including Section 65.2-102 of the Code of Virginia. I understand that if an officer is injured during the course of Secondary Employment they will be expected to file their claim against the Secondary Employer, unless the officer initiates an action under the authority of their office. I acknowledge and assume full responsibility for all payments associated with the Secondary Employment of Portsmouth Police Officer(s) including all wages and issues of liability. I certify that all necessary permits and insurance that may be required for this event have been obtained, and all attachments are true and accurate to the best of my knowledge.

SECONDARY EMPLOYER

Signed: _____ Date: _____

Printed Name: _____

Title: _____

Date Received by Extra Duty Coordinator: _____ ID/Name: _____

Date: _____

Tonya D. Chapman
Chief of Police: ___Accepted ___ Denied

Approved as to form and legality,

Solomon H. Ashby Jr.
City Attorney
Date: _____