



# HENRICO COUNTY POLICE DIVISION

## Secondary Employer Agreement

HCPD-339 (01/22)

The term "secondary employer" refers to the business, organization, group, or individual that solicits for, and compensates a police officer for, employment that is indigenous to their law enforcement authority; commonly referred to as "off-duty" employment.

In order to employ or contract a police officer for secondary employment that is indigenous to their law enforcement authority, the secondary employer must agree to and comply with the policies and requirements listed on this agreement.

1. The secondary employer is paying for the services of a law enforcement officer but shall not dictate to the officer concerning the enforcement of laws. Officers will only enforce laws and will not enforce private vendor rules. Officers may accompany an employee to enforce said rules but will not take action unless a citizen is committing an illegal act.
2. No police officer shall be permitted to work the interior portion of an "on-premises" licensed ABC establishment. The officer may work at a business with a valid ABC license and will only enter the interior portion of that business in response to a call for assistance and only stay for the time needed to handle the incident.
3. Only monetary payment will be accepted for law enforcement oriented secondary employment. There shall be no exchange of goods or services or reduction or waiver of rent for law enforcement oriented secondary employment.
4. The County of Henrico does not provide coverage for liability or workers' compensation unless the officer initiates an action under the authority of their office.
5. The secondary employer is required to have general liability and workers' compensation insurance coverage. The secondary employer shall submit proof of said insurance in the form of a certificate of insurance, issued by their insurance agent.
6. The secondary employer will provide copies of all the officer's personnel records upon written request from the Commander, Personnel Unit, Henrico County Police Division or upon receipt of a signed authorization from the officer.
7. In the event the secondary employer wishes to have an officer removed from an assignment or file a complaint of misconduct or malfeasance, the secondary employer shall notify the police point of contact or Secondary Employment Coordinator for documentation and investigation.

Failure to comply with the provisions of this agreement may make the secondary employer ineligible to participate in the Division's secondary employment program in the future.

I, the undersigned, have read, understand, and will comply with the requirements of this agreement.

\_\_\_\_\_  
*Secondary employer signature* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Police Division representative signature* \_\_\_\_\_  
*Date*

Representative's name (print): \_\_\_\_\_ Title: \_\_\_\_\_

Business/Organization name: \_\_\_\_\_

Business address: \_\_\_\_\_  
*Street* *City* *State* *Zip code*

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Email: \_\_\_\_\_

### **Police Division Secondary Employment Coordinator Records**

Date filed: \_\_\_\_\_ Employer ID#: \_\_\_\_\_

Expires: \_\_\_\_\_ POC Officer: \_\_\_\_\_