

Chesapeake Police Department
Off-Duty Police Employment Authorization/Employer Agreement

New Annual Renewal

Name of Employer/Business: _____

Name of Contracting Owner/Manager: _____

Address: _____ Telephone: _____

Type of Business: _____ Number of officers requested: _____

Days/dates needed: _____

Hours/day or specific times: _____

Duties of employed officer(s):

| | |
|------------------------------------|--------------------------|
| Visible presence/order maintenance | <input type="checkbox"/> |
| Security/theft prevention | <input type="checkbox"/> |
| Traffic control/direction | <input type="checkbox"/> |

Other (be specific): _____

Employer's Agreement:

I am duly authorized to bind the above named Employer/Business in contract.

I understand that Chesapeake Police officers are granted their enforcement authority and responsibilities under State Code and City Ordinance. Their exercise of law enforcement powers is directed by laws, ordinances, city regulations, departmental policy & procedures, and, as part of the terms governing off-duty employment by me. I will not interfere with, or seek to limit, such exercise.

I understand that officers' law enforcement powers are limited to the upholding of laws established in State Codes and City Ordinances. They do not have, nor may they accept, the authority to use their law enforcement powers to enforce an employer's rules and regulations, to serve eviction notices or any other civil process papers. The responsibility for such enforcement will remain with me.

I understand that, while working for me in a law enforcement capacity, officers will not be asked or expected to perform inappropriate non police-related tasks, e.g., stocking shelves, pushing carts for customers, etc.

I understand that violation of any terms of this Agreement will result in the automatic revocation of authorization for Chesapeake Police officers to perform in off-duty employment with my business establishment or me. This Agreement will also be terminated.

I acknowledge and assume full responsibility for all wages and payments associated with the off-duty employment of the requested officer(s). This includes payment for court appearances **and cost of legal representation, whether civil in nature or otherwise**, associated with this employment, except for **payment for court appearances** resulting from law enforcement action taken by the officer. I understand that the City of Chesapeake is governed by the provisions of the Virginia Workers' Compensation Act, including § 65.2-102 of the Code of Virginia. I further understand that if an officer is injured during the course of off-duty employment, the officer will be expected to file their **Virginia Workers' Compensation Act** claim against the off-duty employer listed in this Agreement. The City of Chesapeake does not provide coverage for liability or workers' compensation unless the officer initiates an action under the officer's law enforcement authority. I further agree to release, forever discharge, defend, indemnify, and hold harmless the City of Chesapeake, and its agents, officers, directors and employees, from and against any and all claims, demands or causes of action—for example: all liabilities, judgments, penalties, losses, costs, damages and expenses relating therefrom, including reasonable attorneys' fees—made by any third party, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries, known or unknown, death or property damage, resulting or to result from any act, matter, accident, or occurrence, whatsoever, that may occur as a result of the off duty officer's actions while working in an off-duty capacity.

**Chesapeake Police Department
Off-Duty Police Employment Authorization/Employer Agreement**

I understand and agree that any equipment or training needed to safely and reasonably perform this off-duty employment, which is not issued or provided by the Chesapeake Police Department, will be provided as part of this off-duty employment by the off-duty employer.

I understand and agree that this Agreement may be terminated by the Chesapeake Chief of Police or designee at any time, without cause or penalty to the City of Chesapeake or the Chesapeake Police Department, its officials, employees or representatives.

Furthermore, I agree to provide at least 24 hours' notice of a termination of a scheduled shift. In the event that no timely notice is provided, I agree to make a payment of \$100.00 to each officer scheduled for a terminated shift. I also agree and acknowledge I will provide at least sixty (60) days' advanced notice prior to terminating this Agreement, if the officer resides in the building for which he is providing security services.

Employer Signature: _____ Date: _____

Employer Title: _____

Submitting Officer (Print): _____ Date: _____

Submitting Officer Signature: _____

For Police Use Only:

Bureau Commander/Reviewing Authority _____ Date _____