



HANOVER COUNTY SHERIFF'S OFFICE
7522 County Complex Road
P.O. Box 40, Hanover, Virginia 23069
Application and Agreement for Employing Off-Duty Deputies
 Contact: Samantha Schwartz
 E-mail: off-duty@hanovercounty.gov
 Mon.-Fri. 8:00 a.m.-4:30 p.m.
 804-365-6825 (Office) 804-365-6841(Fax)
In case of emergency only, contact the Shift Sergeant, 804-365-6140



The term "Secondary Employer" refers to a business, organization, group or individual that requests the services of and compensates a sheriff's deputy for employment that takes advantage of the deputy's law enforcement authority, commonly referred to as "off-duty employment."

In order to employ a Deputy for off-duty employment that may take advantage of his or her law enforcement authority, the Secondary Employer must agree to and comply with the following rules:

1. The Secondary Employer should submit a request for an off-duty employment assignment to the Sheriff's Office at least five (5) business days prior to the date the deputy or deputies will be needed. In emergency situations, this requirement may be waived.
2. Deputies volunteer to take off-duty employment assignments. Therefore, while every attempt will be made to fill requests from Secondary Employers, the Sheriff's Office cannot guarantee that they will be filled.
3. The Secondary Employer must compensate the deputy for a minimum of three (3) hours, even if the scheduled assignment or event is of a shorter duration. The Sheriff's Office establishes the rate of pay for off-duty employment. Current rates are \$37 per hour for a deputy and \$49 per hour for a supervisor, if one is needed.
4. For each off-duty employment arrangement the Secondary Employer must compensate the deputy for his/her services in cash or its equivalent at the conclusion of the assignment, unless other arrangements have been made with the Off-duty Coordinator for the Sheriff's Office, prior to the start of the assignment. The Secondary Employer may not compensate a deputy through the exchange of goods or services. The Secondary Employer must compensate the deputy for all hours worked at the end of each week (7 calendar days), unless other arrangements have been made with the Off-duty Coordinator for the Sheriff's Office prior to the start of the assignment. Under no circumstances shall a deputy work more than 40 hours on an assignment without being compensated for all hours worked up to that point.
5. Should the Secondary Employer fail to compensate a deputy pursuant to this agreement, the Sheriff's Office retains the right to seek any and all available legal remedies, including but not limited to an award of fees and costs (including reasonable attorney's fees), and the maximum amount of interest allowable by law. Additionally, the Secondary Employer agrees to indemnify the Sheriff's Office for all fees and costs associated with the Sheriff's Office's efforts to recover any unpaid compensation.
6. The Secondary Employer must notify the Off-duty Coordinator (or Shift Sergeant, if calling outside of normal business hours) of the cancellation of an off-duty employment assignment at least 24 hours prior to the date of the scheduled off-duty employment. The Secondary Employer must compensate the assigned deputy for a minimum of three (3) hours if the Secondary Employer fails to provide at least 24 hours' notice of cancellation. If an event is cancelled due to inclement weather and the Secondary Employer has provided prior notice to the Off-duty Coordinator of a possible weather cancellation, no compensation will be required.

7. For assignments that require multiple off-duty deputies, the Sheriff's Office will determine the minimum number of deputies required to police the event. If more than three (3) off-duty deputies are hired for a single assignment, the Secondary Employer must hire an off-duty supervisor as well. The Sheriff's Office will determine the supervisor to officer ratio for larger events.
8. The Secondary Employer may not interfere with and/or attempt to influence decisions or actions of deputies carrying out their law enforcement authority. Deputies will not enforce any rules and regulations established by the Secondary Employer that are not otherwise violations of the law. Off-duty deputies remain employees of the Hanover County Sheriff's Office and are subject to all laws, departmental policies and procedures and may be subject to emergency call back at any time. While deputies of the Sheriff's Office may be assigned to an off-duty assignment, the deputies remain under the ultimate direction of the Sheriff. Nothing in this Agreement shall create an employer/employee relationship between the Secondary Employer and deputies of the Sheriff's Office.
9. For secondary employers other than Hanover County or the Hanover County School Board, the Secondary Employer must have in force commercial general liability and workers' compensation insurance coverage for deputies of the Hanover County Sheriff's Office engaged in any off-duty assignment for the Secondary Employer. The Secondary Employer must provide with this signed Application and Agreement a certificate of insurance evidencing such commercial general liability and workers' compensation coverage. "The Hanover County Sheriff's Office and its deputies" shall be included as an additional insured on a primary and non-contributory basis on the Secondary Employer's commercial general liability policy, with minimum liability coverage of \$1,000,000 per occurrence and workers' compensation limits per Virginia statute. *(Non-profit organizations and private citizens may be exempt from the workers' compensation coverage requirement)*
10. INDEMNIFICATION: To the fullest extent permitted by law, Secondary Employer agrees to indemnify the Sheriff's Office, and its deputies for any loss, liability, cost (including reasonable attorney's fees), or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the Secondary Employer, to the extent caused by the intentional or negligent acts of the Secondary Employer arising out of or resulting from this Agreement, provided that such liability is not attributable to the sole gross negligence of the Sheriff's Office and its deputies or to failure of the deputies to obey all applicable local, state, and federal laws. The Sheriff's Office will not agree to indemnify the Secondary Employer.
11. The Secondary Employer must fulfill all county and state permit and licensing requirements prior to the event (a copy of all relevant permits/licenses must be submitted with the signed Application and Agreement).
12. Failure to comply with the provisions of this Agreement will render the Secondary Employer ineligible to participate in the Sheriff's Office off-duty employment program in future.

I, _____, an authorized officer of the applicant named below, and on behalf
Name (Typed or Printed)

of the applicant, acknowledge and agree to the terms of this Agreement.

Business/Organization name

By: _____
Signature of authorized officer

Date: _____

Applicant's Business/ Organization Name:		Name of Event:			
Business/Organization Contact Name:		E-Mail Address:			
Phone Number:		Fax Number:			
Date of Event:		Start and End Times:			
Location (Address) of Event:					
Name and Cell # of On-Site Contact Person:					
Anticipated Attendance:	# of Officers Requested:	Alcohol Served:	Y N	ABC Permit Obtained:	Y N
				VDOT Permit (for road races):	Y N
Request Officers To Assist With (inside security; outside security; traffic control; etc.):					
Reviewed by Off-Duty Administrator:				Date:	
Approved by Patrol Division Commander:				Date:	

Revised 10/2022