



SECONDARY EMPLOYER AGREEMENT TO HIRE OFF-DUTY FIRST RESPONDERS

Secondary Employer (i.e., Business/Organization Name): _____

Secondary Employer ID#: _____

Business Address: _____

Phone#: _____ Fax#: _____ Email: _____

Special Event Type: _____ Location: _____

Contact Person: _____ Phone#: _____

Special Event Date(s)	Times: (Minimum 4 Hours)	Number of First Responders Requested (indicate type below—see application)

The term "**Secondary Employer**" refers to the business, organization, group, or individual that solicits and compensates a first responder at a special event in the County of Essex, Virginia (the "**County**") for work that is indigenous to their law enforcement fire protection/emergency medical services authority (i.e., commonly referred to as "**off-duty**" or "**extra-duty**" work).

In order to employ or contract with a first responder (i.e., a deputy of the Essex County Sheriff's Office (a "**deputy**") and/or an Essex County firefighter/emergency medical services employee (a "**firefighter/EMS employee**", and collectively with deputies, a "**first responder**")) for secondary employment that is indigenous to their law enforcement or fire protection/emergency services authority, a Secondary Employer must agree to and comply with the policies and requirements listed in this Agreement, as governed by the Essex County Special Event ordinance.

1. Agreement to Compensate First Responders. The Secondary Employer hereby agrees to pay for the services of an Essex County Sheriff's deputy but shall not direct the work of the deputy concerning the enforcement of laws. The Secondary Employer further agrees to pay for the services of an Essex County firefighter/emergency medical services employee but shall not direct the work of the firefighter/EMS employee concerning the provision of fire protection or emergency medical services. The Secondary Employer acknowledges and agrees that this Agreement does not apply to volunteer firefighters of the Tappahannock Essex Volunteer Fire Department, Inc., a nonstock corporation recognized as tax-exempt under section 501(c)(3) of the Internal Revenue Code, to which organization the Secondary Employer is not prohibited from making a charitable donation.

2. Minimum Hours of Pay; Rate of Pay. The Secondary Employer must compensate any assigned first responder for a minimum of four (4) hours. The County Administrator has designated the Essex County Sheriff (the "Sheriff") and the Essex County Chief of Emergency Services (the "EMS Chief") to establish the rate of pay for "extra-duty" Sheriff's deputies and firefighter/EMS employees, respectively.
3. Monetary Payment Only. Only monetary payment will be accepted for the extra-duty employment of a first responder. There shall be no exchange of goods or services or reduction or waiver of special event fees for the extra-duty employment of a first responder.
4. Timing of Payment. The Secondary Employer must compensate the first responder(s) for their services at the conclusion of or prior to the conclusion of the scheduled time for the first responder to leave the special event.
5. No Work at ABC Establishments. No Sheriff's deputy shall be permitted to work the interior portion of an "on-premises" licensed ABC establishment. The Sheriff's deputy 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.
6. Cancellation Requests. The Secondary Employer must notify the Sheriff and/or the EMS Chief, as applicable, of any cancellation requests of the first responder's services no later than forty-eight (48) hours prior to the start of the special event. Failure to do so will require the Secondary Employer to compensate the assigned first responder(s) for a minimum of four (4) hours. If a special event is cancelled due to inclement weather and the Sheriff and/or the EMS Chief, as applicable, have received prior notice of a possible weather cancellation, no compensation will be required.
7. Liability and Workers' Compensation Requirements. The Secondary Employer shall provide general liability and workers' compensation insurance coverage for any and all first responders who are hired for the special event. The Secondary Employer shall submit proof of such insurance along with this Agreement with coverage limits that are satisfactory to Essex County, as determined by the County Administrator or the County Administrator's designee. Proof of such insurance shall include evidence that the County of Essex and the Essex County Sheriff's Office are named as "Additional Insured" with respect to the Secondary Employer's general liability and workers' compensation insurance coverage. Essex County will not provide coverage for liability or workers' compensation for a first responder unless a Sheriff's deputy initiates an action under the authority of the Sheriff's office, or unless a firefighter/EMS worker is required to leave the special event in response to an emergency call for fire protection/emergency medical services.
8. Pay Records. The Secondary Employer shall be responsible for documenting all compensation paid to the first responder. The Secondary Employer shall provide copies of all compensation records for a first responder hired under this Agreement upon written request from the Essex County Sheriff, the Chief of Emergency Medical Services, or upon receipt of a signed authorization from the first responder.
9. Indemnification. By entering into this Agreement, the Secondary Employer agrees to indemnify and hold the County of Essex and the Essex County Sheriff's Office harmless against any damage, claim, losses, fee, assessment, interest charge, tax, penalty, or tax incurred by or charged to the County of Essex or the Essex County Sheriff's Office as a result of any claim, cause of action or assessment by any government agency for any nonpayment or late payment by a first responder of any tax or contribution based on compensation paid under this Agreement or because the Secondary Employer did not withhold any taxes from compensation paid pursuant to this Agreement.

10. Miscellaneous This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one original. A facsimile or .pdf scanned electronic copy of any signature to this Agreement shall have the same force and effect as the original. If the Secondary Employer consists of more than one party, then all of the Secondary Employer' obligations hereunder shall be joint and several among such parties. The section headings herein are for convenience of reference only, and shall not affect the interpretation of this Agreement. The recitals and information provided by the Secondary Employer on page 1 of this Agreement shall be incorporated into this Agreement as if restated herein. This Agreement shall not be construed against the County. The invalidity of any portion of this Agreement shall not invalidate the remainder of this Agreement. All understandings and agreements of the parties with respect to the subject matter of this Agreement are merged into this Agreement. This Agreement may not be assigned by either party. This Agreement shall be binding on the Secondary Employer's directors, officers, owners, employees, agents, heirs, personal representatives, and successors. As used in this Agreement, the singular of any word shall include the plural, and vice versa. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to that jurisdiction's choice-of-law jurisprudence.

Failure to comply with the provisions of this Agreement may render the Secondary Employer ineligible to participate in the County's Secondary Employment program in the future.

I, the undersigned, have read, understand, and will comply with the requirements of this Secondary Employer Agreement to Hire Off-Duty First Responders.

By: _____ Date: _____
Signature, Secondary Employer

APPROVED: _____ Date: _____
Signature, Essex County Sheriff

APPROVED: _____ Date: _____
*Signature, Essex County Chief of Emergency room
Medical Services/Firefighters*

APPROVED: _____ Date: _____
Signature, Essex County Administrator or Delegate