



ALEXANDRIA POLICE DEPARTMENT OFF-DUTY LEAA RENTAL AGREEMENT

Original Application

Renewal

Ends:

March 1, 20 20

The following is a proposed agreement for security to be provided for Parkfairfax COA (name of organization/business). Security will be provided by off-duty LEAA (Law Enforcement Action Anticipated) Alexandria Police Officers. The dates for this detail are 3/1/19 through 2/29/20 (no later than March 1 of the upcoming year). All extra-duty agreements MUST BE RENEWED annually by March 1, or as changes to any aspect of the agreement occur (see Police Directive 4.17 for guidance). The Chief of Police has final approval on all off-duty LEAA rental agreements and provisions herein.

Police Employee: Brian M. Fromm Serial # 1696 (Rank/Assignment/Div) PO III / R.9 / R03
I certify that I have read and understand Police Directive 4.17. Initials/Date: _____

Detail Address: 3360 GUNSON RD, ALEX, VA 22304 in City of Alexandria? Yes No
Total Hours/week: VARIABLES Sector 2

- Specific Requirements: (mark all that apply)
- Police cruiser required
 - Foot patrol (____ Hours/week)
 - Attendance at resident association/ HOA meetings
 - Required to use housing provided as primary residence
 - Regular communication with owner/management
 - Security logbook for records
 - Other (specify): _____

Duty Requirements:

All employment requiring law enforcement related duties must be worked by the officer in full police uniform. Request for waivers for this requirement must be made in writing to the Chief of Police and attached to this form. If a written security policy exists, attach a copy for permanent records.

Benefits/Salary Rent Discount: Market Rent \$ _____ /month Rental Discount for Police Employee \$ <u>950⁰⁰</u> /month
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Benefits are same as regular (non-police) employees: Yes No (if yes, attach written copy of employee benefits policy)
Contractor employment does not entitle Police Department Employees to regular employee benefits, unless specifically enumerated above as part of contracted salary agreement. The Chief of Police reserves the right to deny benefit (other than rate of pay) for Police Employees based on review of the contract agreement.

LIABILITY NOTICE TO EMPLOYER(S)

While the City of Alexandria may provide limited insurance coverage for members of the Police Department who take specific law enforcement action while engaged in off-duty LEAA employment, there is no provision that protects off-duty LEAA employers from liability, workers' compensation and disability claims arising out of their employment or use of off-duty LEAA police officers.

Employer has liability insurance?: Yes No (If yes, fill out below blocks)
Employer's Worker's Compensation Insurer & Policy Number: Liberty mutual / WC5-395-389691-018
Employer's Liability Insurer & Policy Number: Brethren mutual / CPP0002546

Police Department Employees are not permitted to engage in any type of secondary employment activity that involves the enforcement or execution of any form of "house rules" including but not limited to: searches of persons or property without legal justification; solicitation, request for collection of any fees, costs, rent or other expenses or payments; or any other action outside the scope of law enforcement actions authorized by law.

Police employees will not engage in any off-duty LEAA employment unless the employer agrees to assist in prosecution of any cases in which the Police Employee takes law enforcement action based on the report or complaint of a crime or the officer's own observations.

The extra-duty employer may exercise a limited degree of control over how the Police Department employee is deployed (e.g. hours to be worked, location where the officer is to be stationed). However, the extra-duty employer has no authority or control over the police officer when the officer is actively engaged in law enforcement activity.

EMPLOYER CONTACT INFORMATION:

Company Name: Park Fairfax COA
Address & Telephone: 3360 Gunston Rd, Alexandria, Va. 22302 703 998 6315
Contact Person: Janah Clark, Assistant General manager

Detail Call-Back Clause:

I, the undersigned, am aware that the officers hired for this secondary employment may be subject to being returned to on-duty status in case of an emergency. I agree to allow them to remain on my payroll if they are on this call for fifteen (15) minutes or less. If they are on the call for more than 15 minutes, they will be taken off my payroll until such time they return to my property.

By signing below, each party attests that the off-duty LEAA Employment Agreement is a true and correct representation of the nature of the detail and agreed compensation for same. No additional compensation, monetary or in goods, foods, services or other considerations can be made without re-submitting this form including the changes.

	<u>2.21.19</u>		<u>022019</u>
Employer Signature	Date	Detail Coordinator Signature	Date

Note:

Employees and Employers whose outside employment is approved are reminded that under Virginia's State and Local Government Conflict of Interest Act (Sec. 2.1-639), they may not engage in or undertake an action in their official capacity which stands to benefit, or harm, the person or entity by whom they are employed during their off-duty hours. Employees whose off-duty LEAA employment is approved are required to notify their respective department head in writing whenever a substantial change occurs in the work hours, location or nature of their off-duty LEAA employment. As required by the Conflict of Interest Act, city employees are required to, give written notice to, their department head in the event that their off-duty LEAA employment places them in a conflict with their duties or responsibilities as a city employee.

Approvals/Review: Emergency Detail Approval: Valid for 3 days only (see Directive 4.17)

Emergency Approval Commander: _____
Comments: _____

**SUBMIT THIS FORM THROUGH CHAIN OF COMMAND FOR APPROVAL BY THE CHIEF OF POLICE.
SUPERVISORS: ALL SUBMISSIONS SHOULD BE MADE THROUGH THE BLUETEAM SYSTEM.**