



OFFICE OF THE SHERIFF

YORK COUNTY, SOUTH CAROLINA

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Kevin R. Tolson, Sheriff



EXTRA-DUTY EMPLOYMENT AGREEMENT

This Agreement to provide a stated wage and liability and workers' compensation insurance coverage to off-duty York County Sheriff's Office deputies in an extra-duty employment capacity ("Agreement") is entered into by and between the York County Sheriff's Office and _____ ("Contractor") as of the date this Agreement is executed by the York County Sheriff's Office.

In consideration of the mutual promises contained below, the parties agree as follows:

The York County Sheriff's Office ("YCSO") shall inform all sworn deputies of the extra-duty employment described in this Agreement and allow such officers the opportunity to apply for and engage in the extra-duty employment. All sworn YCSO deputies who engage in the extra-duty employment described in this Agreement may utilize YCSO-issued uniforms and equipment during the extra-duty employment.

Execution of this Agreement is not a guarantee that the extra-duty employment described herein will be fulfilled. The YCSO will simply make the extra-duty employment opportunity available to YCSO deputies. Additionally, YCSO deputies who are working extra-duty employment must still report for duty if summoned by the YCSO.

Contractor shall pay off-duty YCSO deputies a rate of \$50.00 per hour, for a minimum of 2 hours of work time, to work in a police or security capacity. Any amounts paid to YCSO deputies in excess of the agreed upon hourly rate are strictly prohibited. Contractor shall include the following information on Exhibit "A," attached: 1) the number of deputies requested; 2) the location of the extra-duty employment; 3) the date or dates of employment; and 4) the work hours for each date of employment.

Contractor may elect to treat YCSO deputies working pursuant to this Agreement as either independent contractors or employees. In the event Contractor elects to treat a deputy as an employee, Contractor is responsible for all applicable taxes and employment reporting requirements.

Employer shall pay all YCSO deputies working pursuant to this Agreement directly.

Contractor may provide workers' compensation insurance with appropriate coverage limits to YCSO deputies working pursuant to this Agreement. Contractor may have in place a liability insurance policy that covers the acts and omissions of YCSO deputies working pursuant to this Agreement. Contractor must elect below whether workers' compensation and liability insurance will be provided to the YCSO deputies working pursuant to this Agreement. All deputies will be advised as to the types of insurance coverage that are available to them while working pursuant to this Agreement. Deputies are not required to fulfill extra-duty assignments and may decline to work a particular assignment if insurance coverage is not available.

_____ Contractor **will** provide workers compensation insurance to YCSO deputies.

_____ Contractor **will** provide liability insurance to YCSO deputies.

_____ Contractor **will not** provide workers compensation insurance to YCSO deputies.

_____ Contractor **will not** provide liability insurance to YCSO deputies.

Contractor shall allow the YCSO to access Contractor's records directly related to the deputies working pursuant to this Agreement so that the YCSO may calculate the number of hours worked by each deputy.

Agreements must be submitted at least 7 days prior to the start date for the extra-duty employment. An untimely submission is grounds for rejection by the YCSO.

Contractor must provide 24 hours' advance notice to the YCSO should Contractor desire to cancel or reschedule a previously scheduled extra-duty employment assignment. **In the event that Employer does not provide at least 24 hours' advance notice, Employer shall pay the YCSO deputy or deputies that accepted the assignment for 2 hours of work.**

This Agreement shall expire one year from the date of execution. Either party may terminate this Agreement earlier than the date of expiration; such termination is effective upon receipt of written notice of termination by the non-terminating party.

 Administrative Captain
 York County Sheriff's Office

 Contractor
 By:
 Its:

Date: _____

Date: _____

Exhibit "A"¹

Contractor's Name: _____

Telephone: _____

Address: _____

Date:	Location:	Work Hours:	Number of Deputies:

Using the following space, please describe the extra-duty employment for which you are seeking York County Sheriff's Office deputies:

¹ Please attach additional pages if this space is insufficient.