



Office of the Sheriff

Clarence F. Birkhead, Sheriff

TERMS & CONDITIONS of OFF-DUTY EMPLOYMENT for

DEPUTY SHERIFF(s)

This information is provided for persons or organizations wishing to employ Off-Duty Deputy Sheriffs for security and traffic control needs:

1. Off-Duty Deputy Sheriffs jobs are limited to those jobs that, by their nature, will not detract from the image of the Durham County Sheriff's Office. The functions of the employees shall not be outside the scope of Federal and State law, County ordinance, or Agency policy and procedure.
2. The employing agent must complete and submit an **Off-Duty Employment Job Site Application** for approval. The application will be approved or denied based on the type of business and needs of those requesting employment of Off- Duty Deputy(s). This application must be approved before procuring the employment of Off-Duty Deputy(s).
3. The employing agent is paying for the services of a Law Enforcement Officer and *shall not dictate to the Deputy matters concerning the enforcement of law*. All Federal and North Carolina State Laws, in addition to City and County Ordinances, will be enforced. *A deputy is prohibited from enforcing business policies, procedures or regulations, and will not do so.*
4. An employing agent will be required to compensate the assigned deputy for a minimum of three (3) hours regardless of the duration of the assignment.
5. The agency does not guarantee the availability of any personnel for secondary employment. Agency personnel are not permitted to work secondary employment while on active duty with the agency.
6. Following acceptance, either the secondary employer or agency may cancel this agreement upon 24- hour notice to the other. The agency reserves the right to cancel, with less than 24-hour notice, the agreement in the event of manpower deficiency due to unscheduled demands made for public safety. In the event the employee(s) does not appear as scheduled, it is understood that the agency assumes no liability therefore.
7. When an employing agent decides there is a need to extend the time for a deputy to remain at the assignment beyond that which was scheduled, and the deputy already assigned at the site is able to work, the deputy shall be compensated at the minimum established rate for each hour worked per deputy. A full-hour of pay shall be given for any portion of an hour worked beyond the regular scheduled time. The Secondary Employer must notify the Secondary Employment Coordinator at least two hours, ahead of the scheduled duty time, for cancellation or changes.
8. The minimum hourly rate for each deputy sheriff is \$50.00 per hour, unless the nature of the event dictates an increased hourly rate.
9. Off-Duty Employment involving traffic control and residential security have additional terms and conditions which are incorporated by reference. See Attachments.



10. The terms of the Agreement shall remain in effect until such time it is rescinded by either party giving notice to the other, such terms to apply to each request for assignment.

For further information, please contact the Secondary Employment Office by e-mail at:
OFFDUTY@DurhamSheriff.org

Both the "Off-Duty Employment Job-Site Application" and this signed page of the "Terms & Conditions of Off-Duty Employment for Deputy Sheriff(s)" must be submitted to the Secondary Employment Office prior to the employment of any Off-Duty Deputy Sheriff.

As the owner/manager or managing agent for this business, organization, or firm, I do hereby agree to the above terms and conditions of the employment of Off-Duty Deputy Sheriff(s) as indicated by my signature below.

Name of Business:

Signature of Owner/Manager etc: _____ Date: _____

Printed Name of Owner Manager etc: _____ Date: _____

NOTE: Please sign and scan the completed forms back to OFFDUTY@DurhamSheriff.org

