

STATE OF SOUTH CAROLINA  
COUNTY OF COLLETON

MEMORANDUM  
OF  
UNDERSTANDING

This Memorandum of Understanding is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by, and between the Colleton County Sheriff's Office (hereinafter CCSO) and \_\_\_\_\_, (hereinafter Secondary Employer.)

Whereas, South Carolina Code Ann. 23-24-10 provides: "Uniformed law enforcement officers, as defined in Section 23-6-400 (D) (1), and reserve police officers, as defined in Section 23-28-10(A), may wear their uniforms and use their weapons and like equipment while performing private jobs in their off duty hours with the permission of the law enforcement agency and governing body by which they employed."

Whereas, South Carolina Code Ann. 23-24-20 provides: "Each agency head shall determine before such off-duty work is approved that the proposed employment is not of such nature as is likely to bring disrepute on the agency, of the officer, or the law enforcement profession, and that the performance of such duties and the use of such agency equipment is in the public interest."

Whereas, South Carolina Code Ann. 23-24-30 provides: "Off-duty work performed by law enforcement officers shall not be considered as work done within the scope of his employment and no public service district, municipality, county, state, or any of its political subdivisions shall be liable for acts performed by off-duty law enforcement officers as permitted by this chapter."

Whereas, South Carolina Code Ann. 23-24-50 provides "Uniformed police officers performing private jobs during their off duty hours shall be required to notify the appropriate law enforcement agency of the place of employment, the hours to be worked and the type of employment." and

Whereas the Secondary Employer wishes to employ a deputy to perform a private job in his/her off duty hours and that deputy's law enforcement authority is derived from CCSO; all in accordance with applicable provisions of South Carolina law.

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Initials

NOW THEREFORE, the CCSO and the Secondary Employer, agree as follows

1. This Memorandum of Understanding is intended to set forth the guidelines for secondary employment of a deputy whose primary employer and law enforcement authority is derived from appointment as a sworn law enforcement officer serving at the pleasure of the duty elected Sheriff Colleton County. The agreement is intended to comply with all applicable provisions of South Carolina Law it include, but not limited to, Title 23, Chapter 24 of the South Carolina Code of Laws.

2. As provided in 23-24-30 and recited above, this off-duty work shall not be considered as work done within the scope of the deputy's employment with CCSO; and CCSO and Colleton County shall not be liable for acts performed by the off-duty law enforcement officer. **The employment relationship is strictly between the Secondary Employer and the individual deputy.** The Secondary Employer and CCSO (primary employer) are separate and distinct employment relationship with the individual deputy as required by law.

3. The Secondary Employer understands and agrees that any deputy's participation in secondary employment is voluntary and is solely at the deputy/employee's option contingent upon approval by CCSO. The Secondary Employer understands that this request will be filled on a volunteer basis with off duty deputies. The Department will coordinate the availability of deputies seeking secondary employment, solely at the option of the officer. The Secondary Employer agrees to furnish to CCSO, along with this Memorandum of Understanding, all necessary administrative details such as location, scheduling emergency contact numbers, and like information.

4. The Department reserves the right to rescind this Memorandum of Understanding and/or permissions for the deputy elected Sheriff of Colleton County or his designee; it is in the best interests of the citizens of Colleton County and/or the Colleton County Sheriff's Office. This cancellation without notice may result from, but is not limited to, events such as manpower deficiency due to unscheduled demands made for public safety natural disasters, criminal events, staffing levels, and the like. In the event the officer does not appear as scheduled, it is understood that Colleton County, CCSO, and the Sheriff are not liable to the Secondary Employer in any manner or cause of action for any reason.

5. The Secondary Employer understands and agrees that all deputies are subject to emergency call. If an urgent situation arises, the deputy or deputies may be called from the location to assist. CCSO, Colleton County, and the Sheriff assume no liability during the deputy(s) absence or failure to report to the Secondary Employer.

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Initials

6. The Secondary Employer understands and agrees to pay each deputy at least **(\$25.00) twenty-five dollars per hour** for a minimum of four hours per shift for each deputy, and if more than three deputies are requested, then one deputy shall be assigned as the detail supervisor by CCSO and be compensated by the Secondary Employer at (\$27.00) twenty-seven dollars per hour.

7. It is specifically understood and agreed that Secondary Employer is separate and independent from the Sheriff's Office and that the functions of the deputy will be confined to those normally performed by a law enforcement officer in the line of duty to include the enforcement of state laws and county ordinances. The deputy shall not enforce or threaten to enforce rules, regulations and or policies of the Secondary Employer.

8. As this relationship is separate and distinct from the deputy's employment with CCSO, the secondary employer agrees to remit payment directly to the deputy in a timely manner.

9. The Secondary Employer further agrees to indemnify the County of Colleton, Colleton County Sheriff's Office, Sheriff Charles Ghent, any of his deputies, assigns, volunteers, agents, or any others similarly situated and not to bring any action either at law or equity, nor file any claim of any kind whatsoever of any nature for injury, death or damage to property arising out of this utilization of an off-duty deputy. The Secondary Employer hereby waives any claim or action whatsoever even if the released party or parties may be negligent.

10. All Secondary Employers hiring Colleton County Sheriff's Office employees for off-duty employment must provide Workers Compensation coverage.

**I, with competent authority, hereby consent to the terms of and agree to be bounded by this Memorandum of Understanding. Officers must be paid on the day of the event.**

\_\_\_\_\_  
Requestor

\_\_\_\_\_  
(Authority, Position, Title)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
SRO Division Commander (Signature)

\_\_\_\_\_  
Date

**Colleton County Sheriff's Office  
Application for Special Duty**

For requests of the Colleton County Sheriff's Office Special Duty, please complete this Application AND the Agreement for Special Duty Law Enforcement Services and submit the application and contract to [ccrouse@colletoncounty.org](mailto:ccrouse@colletoncounty.org)

**Party Requesting Services**

Name of Business or Organization \_\_\_\_\_  
Name and Title of Authorized Signatory: Name of person authorized to sign contract and the official title with the organization) \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Email Address \_\_\_\_\_

**Job Information**

Location Name/Physical Address \_\_\_\_\_  
Type of Event/Nature of Business \_\_\_\_\_  
Describe Job Duties Requested of Deputies (i.e., traffic control, security, etc.)  
\_\_\_\_\_  
\_\_\_\_\_

Any other agencies/armed security working this detail? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, Name/Point of Contact \_\_\_\_\_ Cell Number \_\_\_\_\_  
Number of Deputies Requested \_\_\_\_\_  
Anticipated Crowd Size/ Attendees \_\_\_\_\_

Alcohol sold? Yes \_\_\_\_\_ No \_\_\_\_\_  
Alcohol served? Yes \_\_\_\_\_ No \_\_\_\_\_

Point of Contact for Deputy to make contact with upon arrival  
Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
Directions for how to locate point of contact \_\_\_\_\_  
\_\_\_\_\_

## Work Request

Is this an ongoing/reoccurring detail? Yes \_\_\_\_\_ No \_\_\_\_\_

Dates of Service \_\_\_\_\_

Start Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Date \_\_\_\_\_ End Time \_\_\_\_\_

Start Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Date \_\_\_\_\_ End Time \_\_\_\_\_

Start Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Date \_\_\_\_\_ End Time \_\_\_\_\_

Start Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Date \_\_\_\_\_ End Time \_\_\_\_\_

Start Date \_\_\_\_\_ Start Time \_\_\_\_\_ End Date \_\_\_\_\_ End Time \_\_\_\_\_

\* A detailed schedule may be attached

**I certify that I am at least 18 years of age and have the authority to request Colleton County Sheriff's Officers for Special Duty as listed above. I acknowledge that the Colleton County Sheriff's Office is under no obligation to provide officers for this event. It is understood that the deputy(s) may not be able to appear at the event or may have to leave the event before its conclusion if the deputy(s), in the opinion of the Sheriff's Office, are needed to respond to an event requiring the presence of law enforcement.**

### Submitted by:

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

All pages must be completed before your request will be processed. Email the completed online form to [ccrouse@colletoncounty.org](mailto:ccrouse@colletoncounty.org) – Signature of requestor will take place upon approval. The Colleton County Sheriff's Office requires a fourteen (14) day notice for all requests. Please allow 24-48 business hours for a response.

### Questions?

If you have questions regarding this form or Colleton County Sheriff's Office special duty services, please call Captain Crouse at 843-549-2211 ext. 2011 or email [ccrouse@colletoncounty.org](mailto:ccrouse@colletoncounty.org)