

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any law enforcement related need, including, but not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Criminal Investigations; or
- K. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by **the Sheriff of Florence County**, or his/her designee, or the, **Sheriff of Greenville County** or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by **the Sheriff of Florence County**, or his/her designee, or the **Sheriff of Greenville County**, or his/her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.
- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall

exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed. The responding law enforcement officers shall exert their best efforts to cooperate with, and aid the requesting law enforcement agency.

- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

6. RADIO COMMUNICATION

Radio communication between the requesting law enforcement agency and the assisting law enforcement officer shall be maintained by the use of the State Regional Radio Channel System unless a radio channel that is mutually shared by the parties to this Agreement is otherwise available.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. The responding officers' salary and benefits shall continue to be paid by the agency where they are permanently employed. The responding agency may request, in writing, reimbursement from the requesting agency for the expenses and services, other than salary and benefits, incurred by the responding agency for these transferred officers.

8. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. NARCOTICS AGREEMENTS

This agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of narcotics investigators. Nor does this agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning an ongoing criminal investigation.

11. MODIFICATION OR AMENDMENT

This agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this agreement.

12. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

13. SEVERABILITY

Should any part of this agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

14. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This agreement may be amended or modified only by written agreement of both parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

15. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

16. TERMINATION

This agreement shall be terminated at any time upon written notice to the other party to this agreement.

17. TERM AND RENEWAL

This agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

18. RECORDS TO BE MAINTAINED

Any and all records of law enforcement activities conducted pursuant to this

agreement shall be the property of and maintained by the requesting agency, including any incident reports, citations, photographs or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes the responding agency from making or maintaining a copy of any such records referenced above.

19. USE OF EQUIPMENT AND FACILITIES

Each party shall be responsible for the maintenance of it's own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

DARLINGTON COUNTY SHERIFF'S OFFICE

WITNESSES

J. Wayne Byrd, Sheriff
Darlington County Sheriff's Office

Witness

Witness

GREENVILLE COUNTY SHERIFF'S OFFICE

Steve Loftis, Sheriff
Greenville County Sheriff's Office

Witness

Witness

COUNTY OF GREENVILLE

Bob Taylor, Chairman
Greenville County Council

ATTEST:

Joseph M. Kernell
County Administrator

Theresa B. Kizer
Clerk to Council