

STATE OF SOUTH CAROLINA)
)
SPARTANBURG COUNTY)

LAW ENFORCEMENT

MUTUAL AID AGREEMENT

This agreement is made and entered into this ____ day of _____, 2015, by and between the **SPARTANBURG COUNTY SHERIFF'S DEPARTMENT** and the **GREENVILLE COUNTY SHERIFF'S OFFICE**.

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution authorizes counties and municipalities to provide by agreement for the joint administration of any function, the exercise of powers, and the sharing of the costs thereof;

WHEREAS, South Carolina Code Ann. Section 17-13-45 provides that when a law enforcement officer responds to a distress call or a request for assistance in an adjacent jurisdiction, the authority, rights, privileges, and immunities, including the workers' compensation laws, and tort liability coverage obtained pursuant to the provisions of Chapter 78 of Title 15, that are applicable to an officer within the jurisdiction in which he is employed are extended to and include the adjacent jurisdiction;

WHEREAS, South Carolina Code Ann. Section 23-1-215 provides for agreements between multiple law enforcement agencies for the purpose of investigating crimes involving multiple jurisdictions;

WHEREAS, South Carolina Code Ann. Section 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for law enforcement services;

WHEREAS, South Carolina Code Annotated Section 23-1-210 as amended authorizes temporary transfer of law enforcement officers to other jurisdictions pursuant to written agreements;

WHEREAS, the **SPARTANBURG COUNTY SHERIFF'S DEPARTMENT** desires to enter into such an agreement with the **GREENVILLE COUNTY SHERIFF'S OFFICE** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of replying agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. **VESTING OF AUTHORITY AND JURISDICTION**

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this

Agreement shall solely involve the temporary transfer of law enforcement officers from one party's jurisdiction to the other. When so transferred, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the jurisdiction to which they are transferred; to include those powers specifically set forth in South Carolina Code Section Annotated 23-1-210 et seq and other applicable provisions of law.

However, local ordinances adopted by a participating party shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The temporary transfer of 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 that extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING MUTUAL AID

- A. Request. A request for assistance shall only be made by **the Sheriff of Spartanburg 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 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 Spartanburg 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 be transferred.

- C. Officer in Charge. The law enforcement officers temporarily transferred by the assisting law enforcement agency 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 assisting law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The transferred 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 assisting law

enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency.

- D. Release. The law enforcement officers temporarily transferred 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 assisting 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

The temporary transfer of law enforcement officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any officers transferred. These officers' salary and benefits shall continue to be paid by the department where they are permanently employed. The replying agency may request, in writing, reimbursement from the requesting agency for the expenses and services, other than salary and benefits, incurred by the replying 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 temporarily transferred 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 notice, reporting, or approval requirements to their respective governing body as may be required under South Carolina law.

13. SEVERABILITY

Should either party 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

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.

(Signatures to follow on next page)

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

SPARTANBURG COUNTY

WITNESSES

Chuck Wright, Sheriff
Spartanburg County Sheriff's Department

Witness

Witness

Jeffrey H. Horton
Spartanburg County Council Chairman

Witness

Witness

Katherine L. O'Neill
Spartanburg County Administrator

Witness

Witness

GREENVILLE COUNTY

**Bob Taylor, Chairman
Greenville County Council**

Witness

Witness

**Joseph Kernell
County Administrator**

Witness

Witness

**Steve Loftis, Sheriff
Greenville County Sheriff's Office**

Witness

Witness