

STATE OF SOUTH CAROLINA )  
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 )  
COUNTY OF MARION )

RESOLUTION # 18-002  
LAW ENFORCEMENT  
ASSISTANCE AND SUPPORT AGREEMENT

This agreement is made and entered into this 13<sup>th</sup> day of February, 2018, by and between the **MARION COUNTY SHERIFF'S DEPARTMENT, MULLINS POLICE DEPARTMENT, MARION POLICE DEPARTMENT, NICHOLS POLICE DEPARTMENT,** and **SELLERS POLICE DEPARTMENT** Marion County, SC.

**WHEREAS**, as amended on June 3, 2016, South Carolina Code Ann. § 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal, and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines;

**WHEREAS**, the **MARION COUNTY SHERIFF'S DEPARTMENT, MULLINS POLICE DEPARTMENT, MARION POLICE DEPARTMENT NICHOLS POLICE DEPARTMENT,** and **SELLERS POLICE DEPARTMENT** desires to enter into such an agreement with all the agencies listed above 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 Mutual Assistance and Support 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. The requesting agency desires the 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 responding 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 this agreement is drawn. This Agreement is in no way intended to affect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all

powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

## 2. REQUEST FOR ASSISTANCE

Pursuant to this Agreement, law enforcement officers may be requested to perform public safety functions across jurisdictional lines, including, but not limited to, participation in multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is 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. Traffic Control and Safety;
- K. Criminal Investigations; or
- L. 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 or Chief of MARION COUNTY SHERIFF'S DEPARTMENT, MULLINS POLICE DEPARTMENT, MARION POLICE DEPARTMENT, NICHOLS POLICE DEPARTMENT, and SELLERS POLICE DEPARTMENT**, 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. A request confirmed in writing is suggested for recordkeeping purposes.

- B. Reply. A reply to any request for assistance shall only be made by **the Sheriff or Chief of MARION COUNTY SHERIFF'S DEPARTMENT, MULLINS POLICE DEPARTMENT, MARION POLICE DEPARTMENT, NICHOLS POLICE DEPARTMENT, and SELLERS POLICE DEPARTMENT,** 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.
- 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, AND**

Except as otherwise agreed among the parties, each party shall maintain control over its personnel.

**6. COSTS**

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. In the event extraordinary costs are incurred in the course of rendering aid pursuant to this Agreement, the Responding Party may request reimbursement by remitting to the Requesting Party an itemized statement of such expenses.

**7. RECORDS**

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

8. Pursuant to the statute, this section must contain "specific language dealing with the processing of requests for information pursuant to the Freedom of Information Act for public safety functions performed or arising under these agreements."

#### **9. COMPENSATION**

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Those officers' salaries and benefits shall continue to be paid by the department where they are permanently employed. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

#### **10. 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.

#### **11. LIABILITY**

Participating agencies shall not be liable or obligated to indemnify any other person or entity for any of its equipment damaged or destroyed, and the individual officers shall not be indemnified for any material damage to his/her property, injury to his/her person, or on account of his/her death resulting from the performance under this agreement.

The party receiving aid under this Agreement shall not be responsible for reimbursing any amounts paid or due as benefits to employees of a responding party under the terms of the South Carolina Worker's Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. All parties shall be responsible for payment of compensation and benefits only to their respective employees.

This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party, and no third party shall have any right of action under this agreement for any cause whatsoever.

To the extent permitted by law, and without waiving sovereign immunity, each party to this Agreement shall be responsible for defending any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel, in providing mutual aid and/or law enforcement services and assistance pursuant to the terms and conditions of this Agreement.

#### **12. 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. Such responding officers shall, in all events

retain employee status with the Responding Party. Officers of the Requesting Party shall in all events retain employee status with the Requesting Party.

**13. 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.

**14. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES**

Each party to this Agreement is responsible for obtaining approval from its respective governing body, to the extent required under South Carolina law.

**15. 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.

**16. BINDING SUCCESSORS IN OFFICE**

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

**17. 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 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 party or entity not a party to this agreement.

**18. TERMINATION**

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

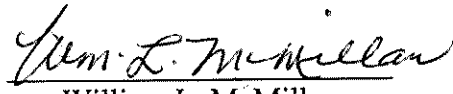
**19. TERM AND RENEWAL**

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.

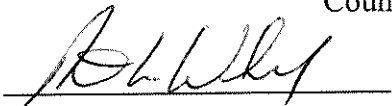


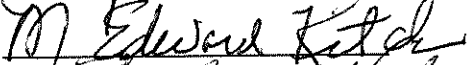
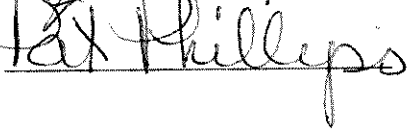
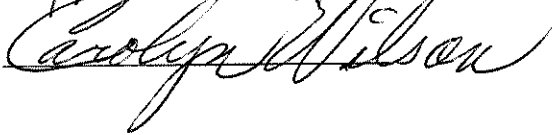
**20. USE OF EQUIPMENT AND FACILITIES**

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

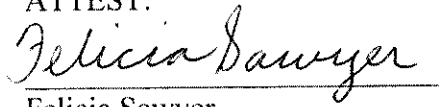
Signature page for the **Mullins Police Department** of Mullins, South Carolina. I, with competent authority, hereby consent to the terms of and agree to be bound by this agreement.

  
William L. McMillan  
Mayor

Council Members

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ATTEST:

  
\_\_\_\_\_  
Felicia Sawyer  
City Clerk

\_\_\_\_\_  
Robert Corley  
City Attorney