

STATE OF SOUTH CAROLINA

MUTUAL AID AGREEMENT

COUNTY OF GREENVILLE

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the Sheriff's Office of Spartanburg County and the Greenville County Sheriff's Office, Greenville, South Carolina.

WITNESSETH:

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina (1976), as amended, provides:

- (A) Any municipal or county law enforcement officer may be transferred on a temporary basis to work in law enforcement in any other municipality or county in this State under the conditions set forth in this section, and when so transferred shall have all powers and authority of a law enforcement officer employed by the jurisdiction to which he is transferred.
- (B) Prior to any transfer as authorized in subsection (A), the concerned municipalities or counties shall enter into written agreements stating the conditions and terms of the temporary employment of officers to be transferred. The bond for any officer transferred shall include coverage for his activity in the municipality or county to which he is transferred in the same manner and to the same extent provided by bonds of regularly employed officers of that municipality or county, and;
- (C) Agreements made pursuant to subsection (B) shall provide that temporary transfers shall in no manner affect or reduce the compensation, pension or retirement rights of transferred officers and such officers shall continue to be paid by the county or municipality where they are permanently employed, with the sending county or municipality being reimbursed for their services by the county or municipality to which they are transferred.

WHEREAS, the Spartanburg County Sheriff's Office desires to enter into such an agreement with the Greenville County Sheriff's Office, Greenville, South Carolina for the purpose of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, or other emergency situations; and,

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

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

(1) Assistance. 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 the powers and authority of a law enforcement officer employed by the jurisdiction to which he is transferred.

(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. Riot and disorder
- C. Natural disaster
- D. Mass processing of arrests
- E. Transporting of prisoners
- F. Operating temporary detention facilities

(3) Primary Responsibility. It is agreed and understood that the primary responsibility of the parties hereto 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.

(4) Procedure for Requesting Mutual Aid.

A. Request. A request for assistance shall only be made by the senior duty officer of the law enforcement agency requiring such assistance. The request shall include a description of the situation creating the need for assistance, the number of law enforcement officers requested, the location to which that personnel are to be dispatched, and the officer-in-charge at such location.

B. Reply. A reply to any request for assistance shall only be made by the senior duty officer of the law enforcement agency whose assistance is requested. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to be furnished.

C. Officer-in-Charge. The personnel 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 or by way of radio contact and shall be subject to the orders and commands of that official. The assisting law enforcement officers 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 geographical boundaries of their own jurisdiction; provided, however, the assisting law enforcement agencies shall use their best efforts to complete the requested service prior to being released.

(5) Radio Communication. Radio communication between the requesting law enforcement agency and the assisting law enforcement officers shall be maintained by use of the State regional radio channel system, unless a radio channel that is mutually shared by the parties hereto is otherwise available.

(6) Compensation. The temporary transfer of law enforcement made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred officers, and such officers shall continue to be paid by the county or municipality where they are permanently employed, with the sending county or municipality being reimbursed for their expenses and services by the county or municipality to which they are transferred.

(7) Insurance. It is agreed and understood that the parties shall be solely responsible for maintaining insurance protection and workers compensation coverage on its employees at all times.

(8) Employment Status. Nothing herein contained shall be construed or interpreted to imply that the law enforcement officers temporarily transferred in accordance with this agreement shall be employees of the law enforcement agency requesting such assistance.

(9) Narcotics Investigators. This Agreement shall not repeal or supersede any existing agreements between the parties thereto concerning the exchange and utilization of narcotics investigators, nor does this

agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.

(10) Modification. This Agreement shall not be modified, amended or changed in any manner except upon express written consent of the parties hereto.


(11) Termination. This Agreement may be terminated at any time upon written notice to the other party hereto.

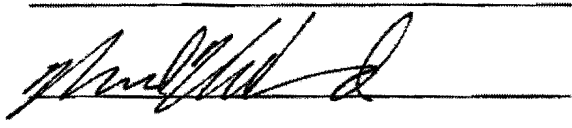
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

COUNTY OF GREENVILLE, SOUTH CAROLINA

By: \_\_\_\_\_  
Joseph M. Kernell, County Administrator

And: \_\_\_\_\_  
Herman G. Kirven, Jr., Council Chairman

And:   
Stephen D. Loftis, Sheriff



COUNTY OF SPARTANBURG, SOUTH CAROLINA

By: \_\_\_\_\_  
Katherine Hubbard, County Administrator

And: \_\_\_\_\_  
Jeffrey A. Horton, Council Chairman

And: \_\_\_\_\_  
Chuck Wright, Sheriff

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_