

STATE OF SOUTH CAROLINA)
)
 COUNTIES OF RICHLAND)
 AND GREENVILLE) NARCOTICS ENFORCEMENT
) AGREEMENT

This agreement is made and entered by and between the City of Columbia, South Carolina for itself and the City of Columbia Police Department, the Greenville County Sheriff's Office, and Greenville County, South Carolina, and shall be effective on the date that the agreement has been signed by all parties and approved by their governing bodies.

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in criminal narcotics investigations by the temporary assignment of officers, deputies, and agents between jurisdictions to the fullest extent as is allowed by law; and,

WHEREAS, the parties as set out above, by and through their representatives affixing their signatures below, consent and agree to span the geopolitical boundaries to the fullest extent allowed under South Carolina law for the express purpose of investigating the illegal use of controlled substances and related crimes by this sharing of personnel and resources; and,

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; and,

WHEREAS, S.C. Code Ann. §5-7-120 authorizes municipalities to send law enforcement officers to other political subdivisions; and,

WHEREAS, S.C. Code Ann. §6-1-20 authorizes counties and municipalities to enter into contractual agreements with each other to provide for joint facilities and services; and,

WHEREAS, S.C. Code Ann. §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 coverage under the workers compensation laws and tort liability coverage obtained pursuant to the provision of Chapter 78 of Title 15 of the South Carolina Code of Laws, that are applicable to an officer within the jurisdiction in which he is employed are extended to and include the adjacent jurisdiction; and,

WHEREAS, S.C. Code Ann. §23-1-210 provides for the temporary transfer of law enforcement officers pursuant to written agreement; and,

WHEREAS, S.C. Code Ann. §23-1-215 authorizes agreements between multiple law enforcement jurisdictions for purposes of criminal investigations; and,

WHEREAS, S.C. Code Ann. § §23-20-10 et seq. authorizes law enforcement agencies to enter into contractual agreements with other law enforcement providers as needed for the proper and prudent exercise of public safety functions; and,

WHEREAS, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law;

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. The parties request law enforcement assistance each from the other for the investigation of criminal activity involving illegal narcotics and related activities in their jurisdictions and by this document agree to provide the same, including, as necessary, the temporary assignment of its law enforcement officers on the conditions set out below.
2. Term and Renewal. This agreement shall become effective on the date it is signed by the authorized representatives of both parties and approved by their governing bodies and shall continue in effect until the last day of the calendar year in which it is signed. Thereafter, it shall automatically renew for additional one year terms unless terminated by either party.
3. Consent and Request to Send Officers to Assist. Approval by the governing bodies of the respective jurisdictions and the execution of this agreement by the authorized officials of each party constitutes an agreement by the parties to provide law enforcement assistance, as they are able, upon the request of the other party to this agreement. If such request is made, the requested party must determine whether its resources at that time permit it to render the requested assistance and there shall be no right of action by one party against another for the failure to provide assistance as requested.

If such a request is made, officers of the entering agency will work under the supervision of the host agency. The host agency will be responsible for obtaining any warrants for searches, seizures or arrests and will prepare and maintain records related to the matters investigated, including incident reports, warrants, property records and chain of evidence forms. However, the entering agency shall maintain records of activities of its personnel that would generate records in its own jurisdiction. Each party shall make these records available to the other party upon request and without cost.

4. Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this state, all authority, jurisdiction, rights, immunities and privileges, including the authority to execute criminal process and the power of arrest, are hereby conferred upon the parties' duly qualified law enforcement officers acting within any portion of the jurisdiction of either party while providing law enforcement services related in any manner to this agreement. Local ordinances

adopted by one jurisdiction shall not be deemed extended into areas outside its territorial limits.

5. Costs. Each party shall bear its own costs incurred in the performance of its obligations hereunder unless otherwise agreed in writing.
6. No Indemnification or Third-Party Rights. The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials. 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.
7. Bond Related Matters. The bond, if any, for any officers operating under this agreement shall include coverage for their activity in the other jurisdiction covered by this agreement in the same manner and to the same extent provided by the bonds of regular employed officers of that municipality.
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 the party.
9. Equipment and Facilities. Each party shall supply the equipment for its law enforcement officers and shall bear the risk of its damage or loss; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damaged party for its loss. The host agency will provide the facilities for law enforcement operations and will designate its location at the time assistance is requested.
10. Compensation and Reimbursement. This agreement shall in no manner affect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the agency where they are permanently employed.

The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of increased investigation and prevention of narcotics and related offenses in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

11. Officers Assigned and Authority. The Chief Law Enforcement Officer for each participating agency, or his designee, will select individuals to perform duties pursuant to this agreement. The names of those selected to participate will be provided to the other agency.

Each party agrees to notify the other party, or their duly appointed representative, and seek assistance before commencing any criminal investigative action that relies upon the expanded or shared jurisdiction as contemplated under this agreement. This is no way intended to limit an officer acting in his original jurisdiction.

12. Asset Forfeiture. The parties agree to divide the proceeds of any seizure and resultant asset forfeiture as provided by equity and law. Such division will be set out in a court order as prepared by the proper Circuit Solicitor based upon the facts of the individual seizure.
13. Legal Contingencies. Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of the circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, cost, damages or verdicts incurred by the other party in such a legal action.
14. Severability. Should any part of this agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.
15. Termination and Amendment. The participation of either party may be terminated by providing written notice to the other party. Such termination will become effective upon receipt by the other party. This agreement may be amended by a written agreement of both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates shown below:

WITNESSES:

City of Columbia, South Carolina

By: [Signature]
City Manager

Date: _____

By: [Signature]
Police Chief

Date: 04-19-2012

Greenville County Sheriff's Office

By: [Signature]
Sheriff

Date: 6/12/12

Greenville County, South Carolina

By: _____
Chief Executive Officer

Date: _____

[Signature] 04/12/12
[Signature] 06/12/12

