

(To Ratify and Approve Mutual Aid Agreements and/or Other Inter-Jurisdictional or Multi-Jurisdictional Agreements Entered Into by the Barnwell County Sheriff's Office.)

WHEREAS:

1. Section 23-20-30, SC Code of Laws 1976, as amended authorizes law enforcement agencies of this State to enter into contractual agreements with other law enforcement providers as may be necessary for the proper and prudent exercise of public safety functions; and
2. Any agreements entered into pursuant to this law on behalf of a law enforcement authority must be approved by the appropriate state, county, or local law enforcement authority's chief executive officer; and
3. The Barnwell County Sheriff's Office has entered into mutual aid and/or inter-jurisdictional agreements with various law enforcement agencies for the prudent exercise of public safety functions, a list of which are attached hereto and incorporated herein as Exhibit "A"; and
4. Barnwell County Council finds that those Agreements are reasonable and in the best interests of the citizens of Barnwell County; and
5. Barnwell County Council finds that those Agreements should be approved and made to have full force and effect.

NOW THEREFORE BE IT RESOLVED BY THE BARNWELL COUNTY COUNCIL THAT:

1. County Council approves the attached mutual aid and/or inter-jurisdictional or multi-jurisdictional agreements entered into by the Barnwell County Sheriff's Office.
2. All actions heretofore taken pursuant to the agreements are deemed valid.

Adopted at the meeting of Barnwell County Council on May 8, 2012.

ATTEST:      SIGNED:

  
\_\_\_\_\_  
Kim Futrell, Clerk To Council

  
\_\_\_\_\_  
Travis Black

COUNCIL VOTE: 7  
ABSENT: 0

**EXHIBIT "A"**

**MUTUAL AID AGREEMENT**

- 1. City of Aiken Department of Public Safety**
  - 2. Bamberg County**
-



***City of Aiken***  
***Department of Public Safety***  
***South Carolina***

*Post Office Box 1177*  
*Aiken, SC 29802*

***“Dedicated to the  
Community”***

March 26, 2012

Ed Carroll, Sheriff  
Barnwell County Sheriff's Office  
P. O. Box 384  
Barnwell, SC 29812-0384

Dear Sheriff Carrol,

In November of 2011 the City of Aiken Department of Public Safety entered into a Law Enforcement Mutual Aid Agreement with the Barnwell County Sheriff's Office. With the retirement of Director Pete Frommer in January, this is notification that the old agreement will be terminated effective April 1, 2012 and new agreements should be executed under my name as the new Director of Public Safety.

Enclosed are two (2) original copies of the Mutual Aid Agreement between our agencies. Aiken City Council has approved the agreement and our governing authority, City Manager Richard L. Pearce, has signed the attached agreement.

Please have your council person, mayor, city manager or appropriate governing authority approve and sign the agreement.

Also, please enter the date on page 1 that the last person signs the Agreement. You should retain one signed copy for your records and return the other signed copy to us for our records.

Please note that there is no expiration date for the agreement. Unless terminated in writing, the agreement will remain in effect as long as the agency heads remain as noted on the agreement.

Sincerely,

Charles D. Barranco, Director  
Aiken Department of Public Safety

Enclosures

STATE OF SOUTH CAROLINA )  
AND ) TEMPORARY TRANSFER,  
COUNTY OF AIKEN ) MUTUAL AID AGREEMENT  
)

This agreement is made and entered into this 8<sup>th</sup> day of May, 2012, by and between *the Barnwell County Sheriff's Office* and the City of Aiken Department of Public Safety.

WITNESSETH:

WHEREAS, under South Carolina Code Annotated Section 5-7-120, municipalities are authorized to temporarily transfer law enforcement officers to other jurisdictions who request such a transfer; and,

WHEREAS, South Carolina Code Annotated Section 23-1-210 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 authorities of a law enforcement officer employed by the jurisdiction to which he has transferred.
- (B) Prior to any transfers authorized in sub-section (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 or her activity in the municipality or county to which she or 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

WHEREAS, *the Barnwell County Sheriff's Office* desires to enter into such an agreement with the Aiken Department of Public Safety for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, 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; 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 in this agreement, the parties 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 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.
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;
  - 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 Barnwell County*, or his/her designee, or the Director of Public Safety, 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 the 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 Barnwell County*, or his/her designee, or the Director of Public Safety, 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. 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.
- 6. 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.
- 7. Insurance. It is agreed and understood that the parties hereto shall be solely responsible for maintaining insurance protection and worker's compensation coverage on its employees at all times.
- 8. 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.

9. Narcotics Investigators. This agreement shall not repeal or supercede 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.
10. Modification. This agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this agreement.
11. Termination. This agreement shall be terminated at any time upon written notice to the other party to this agreement.

In witness whereof, these parties have set their hands and seals at the date set forth above.

WITNESSES:

Cynthia C Ray  
Dave Deering

WITNESSES:

[Signature]  
Beth H. Riley

COUNTY OF BARNWELL

By: Ed Carroll  
 Ed Carroll,  
 Sheriff, Barnwell County

By: Pickens L. Williams, Jr.  
 (Signature of Authorized  
 County or City Executive)

Pickens Williams, Jr.  
 Printed Name 5/3/12

WITNESSES:

[Signature]  
[Signature]

CITY OF AIKEN

By: Charles D. Barranco  
 Charles D. Barranco, Director  
 Aiken Department of Public Safety

WITNESSES:

[Signature]  
[Signature]

By: Richard L. Pearce  
 Richard L. Pearce,  
 City Manager

**BAMBERG COUNTY SHERIFF'S OFFICE  
J. EDWARD DARNELL, SHERIFF  
P.O. BOX 210  
BAMBERG, SOUTH CAROLINA  
TELEPHONE: 803-245-3018 FAX: 803-245-3102**

February 27, 2012

RE: Law Enforcement Mutual Aid Agreements

Dear Sheriffs:

After sending out our Mutual Aid Letters, it was made known to me that to strictly follow protocol the agreement would also have to be signed by either the County Administrator or the Chairman of the County Council. This is the reason that I had my staff redo the last page with the signatures so that it reflects the correct form.

I would appreciate it if you would discard the last sheet on the initial letter and sign the two enclosed in the envelope. Thank you for taking your time to read this and respond.

Sincerely,

  
J. Edward Darnell  
Sheriff of Bamberg County



STATE OF SOUTH CAROLINA)

LAW ENFORCEMENT

MUTAL AID AGREEMENT

COUNTY OF BAMBERG) BARNWELL COUNTY/BAMBERG CO.S.O

This agreement, made this 8<sup>th</sup> day of May, 2012 between **Barnwell County, through Barnwell County Sheriff's Department and Bamberg County, through the Bamberg County Sheriff's Office** provides as follows:

SECTION 1: Mutual Aid

Whereas, it is to the mutual advantage and benefit of Barnwell County and Bamberg County that each agency agrees to render supplemental law enforcement services for the calendar year beginning on the date this agreement is ratified and expiring on December 31, 2012.

SECTION 2: Purpose of Agreement

It is recognized that there may be situations where additional law enforcement officers and services are needed. These services may include, but are not limited to, patrol services, crowd control, traffic control and other emergency services situations. The use of law enforcement officers to perform law enforcement duties outside of the territorial limits of the jurisdiction where the law enforcement officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety, and welfare of the public.

SECTION 3: Authorization

Intergovernmental law enforcement services and assistance may be provided among jurisdictions during times of emergency and routine law enforcement work when mutual aid would best serve the interests of each jurisdiction and its residents in accordance with Sections 23-1-210 and 23-20-10 et seq. of the Code of Laws of South Carolina, 1976 as amended.

SECTION 4: Power of Authority

- a) **The Barnwell County authorizes the Sheriff of the Barnwell County or his designee, to render and request mutual law enforcement aid from The Bamberg County Sheriff's Office to the extent of available personnel and equipment not required for adequate protection of the remainder of the County. The Sheriff or his designee, of the Bamberg County Sheriff's Office shall determine the amount of personnel and equipment available to render mutual law enforcement aid to Barnwell County.**

- b) **The County of Bamberg authorizes the Sheriff of Bamberg County or his designees, to render and request mutual law enforcement aid from the Barnwell County Sheriff's Office to the extent of available personnel and equipment not required for adequate protection of the remainder of the County. The Chief or commanding officer of the Barnwell County Sheriff's Department shall determine the amount of personnel and equipment available to render mutual law enforcement aid to Bamberg County. His/Her decision shall be final.**
- c) Law enforcement officers acting under this agreement shall be commanded by superior authority within their own agency to maintain the peace or perform duties outside of their territorial limits. These law enforcement officers shall be under the direction and authority of the host jurisdiction to which they are called to perform law enforcement or peace duties. They shall have all powers and authority of law enforcement officers and peace officers as provided by law, including the power of arrest. All arrests and any law enforcement actions and prosecutions shall remain within the jurisdiction where such actions would be properly brought in the absence of this agreement.

#### SECTION 5: Compensation

- a) Cooperative law enforcement services shall be rendered without charge to reciprocal participating agencies for routine law enforcement activities.
- b) In the event of any extraordinary cost incurred in the rendering of aid under this agreement, a request may be submitted for compensation by the agency rendering aid.

#### SECTION 6: Liability

- a) 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 death resulting from the performance under this agreement.
- b) The party receiving aid under this agreement shall not be responsible for reimbursing any amounts paid or due as benefits to employees of a party giving aid under the terms of South Carolina Worker's Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both parties shall be responsible for payment of compensation and benefits only to their respective employees.
- c) All individuals retain all compensation; pension, retirement and disability rights while performing duties in accordance with this agreement, and all officers shall continue to be paid by the entity where they are permanently employed as of the dates services are rendered.

- d) This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action under this agreement for any cause whatsoever.
- e) To the extent permitted by law, and without waiving sovereign immunity, each agency shall be responsible for any and all claims, demands, suits, damages, and causes of action related to or arising out of its personnel in providing aid or law enforcement services under this agreement.

SECTION 7: Equipment and Facilities

Each law enforcement agency may utilize equipment from their own agency or other law enforcement agencies in carrying out their duties under this agreement.

SECTION 8: Effective Date of Agreement

- a) This agreement shall be in effect and legally binding when signed by each government entity.
- b) This agreement shall be executed in multiple originals and each counterpart shall be given full force and effect.

SECTION 9: Termination of Agreement

Either party upon seven (7) days' advance written notice may terminate this agreement.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Cynthia C Ray  
Witness

Bamberg County Sheriff's Office  
BY: [Signature]  
ITS: Sheriff

Chairman of Bamberg County Council or the Bamberg County Administrator  
BY: [Signature]

ITS: County Administrator  
Barnwell County Sheriff's Office  
BY: [Signature]  
ITS: Sheriff

  
\_\_\_\_\_

Witness

Chairman of Barnwell County  
Council  
Or The Barnwell County  
Administrator

BY: 

ITS County Administrator