

STATE OF SOUTH CAROLINA)
COUNTY OF BARNWELL)
_____)

Resolution No. 2014 - 12-427

(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 and/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 Dec 9, 2014.

ATTEST: SIGNED:



Kim Futrell, Clerk To Council



Freddie Houston Sr.

COUNCIL VOTE:
ABSENT:

FILED FOR RECORD
2014 DEC 12 PM 1:29
RHONDA D. McELVEEN
CLERK OF COURT
BARNWELL COUNTY, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF BAMBERG)

LAW ENFORCEMENT
MUTUAL AID AGREEMENT
BAMBERG COUNTY/BARNWELL COUNTY

This agreement, made this 1st day of January, 2015 between **Barnwell County, through the 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, 2015.

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 Sheriff's Office authorizes the Sheriff to 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 service 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 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 service 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
Rose G. Shepherd

 Witness

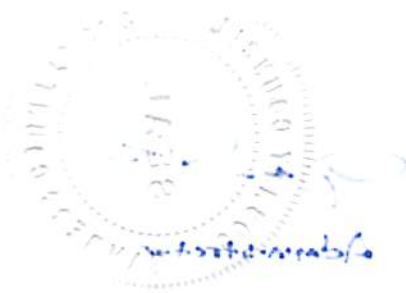
Bamberg County Sheriff's Office
 BY: *[Signature]*
 ITS: *Sheriff*

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

 Witness

 Witness

Barnwell County Sheriff's Office
 BY: _____
 ITS: _____
 Chairman of the Barnwell County Council
 Or The Barnwell County Administrator
 BY: _____
 ITS: _____



Handwritten text, possibly a signature or name, in blue ink.

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COUNTY OF BAMBERG)

LAW ENFORCEMENT
MUTUAL AID AGREEMENT
BAMBERG COUNTY/BARNWELL COUNTY

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Witness
Rose G. Shepherd

Witness

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

ITS: *Sheriff*

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

ITS: *Administrator*

Cynthia C. Ray

Witness

Barnwell County Sheriff's Office
BY: *Marv E. Cannon*

ITS: *Sheriff*

Chairman of the Barnwell County Council
Or The Barnwell County Administrator
BY: *[Signature]*

ITS: *County Chairman*

Witness