

RESOLUTION NO. 740

**A Resolution to Approve an Agreement of Mutual Aid between the
Sumter Police Department and the Bishopville Police Department**

WHEREAS, the South Carolina Law Enforcement Assistance Act (SC Code Section 23-20-10, et seq.) authorizes a law enforcement agency of this State to enter into written contracts with other law enforcement agencies and providers for the purpose of assisting each other in providing law enforcement services; and

WHEREAS, the South Carolina Law Enforcement Assistance Act requires approval of these agreements and contracts by the governing bodies of the participating law enforcement agencies; and

WHEREAS, the City of Sumter Police Department has entered into a mutual aid agreement with the above named law enforcement agency.

The City of Sumter Chief of Police now comes before the Mayor and City Council to present the mutual aid agreement signed and approved by the chief executive officer of each law enforcement agency. The Chief of Police recommends this agreement as beneficial to law enforcement in our jurisdiction and requests that the City of Sumter City Council approve this agreement as required by South Carolina Code Section 23-20-50(A). See also **State v. Boswell**, 391 S.C. 592, 707 S.E. 2d 265

NOW, THEREFORE, BE IT RESOLVED by the Sumter City Council duly assembled that:

The Mutual Aid Agreement between the City of Sumter Police Department and the Bishopville Police Department, attached hereto and incorporated as part of this resolution, is approved.

ADOPTED IN COUNCIL ASSEMBLED THIS 19TH DAY OF JUNE, 2018.

CITY OF SUMTER, SOUTH CAROLINA

Joseph T. McElveen, Jr., Mayor

Thomas J. Lowery, Mayor Pro Tem

Robert A. Galiano, Jr., Councilman

Ione J. Dwyer, Councilwoman

Calvin K. Hastie, Sr., Councilman

David P. Merchant, Councilman

Steven H. Corley, Councilman

ATTEST:

Linda D. Hammett, City Clerk

STATE OF SOUTH CAROLINA)
)
CITY OF BISHOPVILLE)

MUTUAL AID AGREEMENT

THIS AGREEMENT made and entered into this **19th** day of **April, 2018**, by and between the **Bishopville Police Department, Bishopville, South Carolina, and the City of Sumter Police Department, Sumter, South Carolina**, to be effective this date.

WITNESSETH:

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;

(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 , 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.

(C) Agreements made pursuant to subsection 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 **Bishopville Police Department** desires to enter into such an agreement with the **Sumter Police Department** for the purpose of securing to each other the benefits of mutual aid.

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

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

- (1) Assistance: The assistance to be rendered to the 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 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 or Disorder
 - C. Natural Disaster
 - D. Mass processing of arrests
 - E. Transporting prisoners
 - F. Operating temporary detention facilities
 - G. Vehicular pursuits

- (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, 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 Chief of Police or designee hold the rank of Sergeant/acting Sergeant or above, or 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 the personnel are to be dispatched and the officer in charge at such location.

- B. Reply: A reply to any request for assistance shall be made only by the Chief of Police/Sheriff or a designee holding the rank of Sergeant/acting Sergeant or above, 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 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 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 agency shall be maintained by the 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 officers 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 agency where they are permanently employed, with the sending agency being reimbursed for their expenses and services by the agency to which they were transferred.

- (7) Insurance: It is agreed and understood that the parties hereto 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 hereto 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 the express written consent of the parties hereto.
- (11) Expiration: **This Agreement will be in effect as long as the agency heads remain as noted on this agreement,** or terminated by either party by providing written notice to the other party. Such notice becomes effective upon receipt of the notice by the other party.

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

Bishopville Police Department
Bishopville, South Carolina



Calvin E. Collins, Chief

Date 4/24/2018



W.G. McCutchen, City Administrator

Date 4/24/2018



Witness

Date 4/24/2018

City of Sumter Police Department
Sumter, South Carolina

Russell Roark, Chief

Date

Witness

Date

Witness

Date