

STATE OF SOUTH CAROLINA)

)

RESOLUTION NO. 12-16

COUNTY OF DORCHESTER)

**RESOLUTION TO APPROVE MUTUAL AID AGREEMENT BETWEEN THE
DORCHESTER COUNTY SHERIFF'S OFFICE AND THE SPARTANBURG COUNTY
SHERIFF'S OFFICE**

WHEREAS, a recent South Carolina Supreme Court decision found that for a Sheriff's Office Mutual Aid Agreement to be valid, it would have to be approved by the County Council; and

WHEREAS, the Dorchester County Sheriff's Office has entered into a Criminal Patrol Transfer Agreement with Spartanburg County Sheriff's Office; and

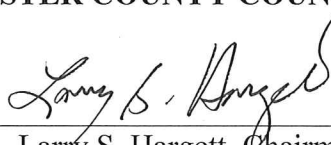
WHEREAS, staff recommends that Council approve and ratify the Criminal Patrol Transfer Agreement with Spartanburg County Sheriff's Office.

NOW, THEREFORE, BE IT RESOLVED, DORCHESTER COUNTY COUNCIL does hereby approve the Dorchester County Sheriff's Office Criminal Patrol Transfer Agreement with Spartanburg County Sheriff's Office (attached and included herein by reference).

ADOPTED this 16th day of July, 2012.

DORCHESTER COUNTY COUNCIL

BY:



Larry S. Hargett, Chairman

ATTEST:



Sandy W. Lawley, Clerk

STATE OF SOUTH CAROLINA)

Criminal Patrol Transfer

COUNTY OF SPARTANBURG)
_____)

Agreement

This agreement is made and entered into this 21st day of June, 2012 by and between **Spartanburg County Sheriff's Office and the Dorchester County Sheriff's Office.**

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

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 criminal patrol and interdiction efforts and related crimes by this sharing of personnel and resources;

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

WHEREAS, South Carolina Code Ann. § 23-1-215 provides for agreements between multiple law enforcement jurisdictions for the purpose of criminal investigation;

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 costs thereof; and

WHEREAS, **Spartanburg County Sheriff's Office and Dorchester County Sheriff's Office** are each requesting assistance for investigation and the temporary transfer of deputies each from the other.

NOW THEREFORE, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. SCOPE OF SERVICES

It is agreed that each law enforcement agency parties shall assign, on a temporary basis, officers, deputies, and/or agents to assist the other jurisdiction in criminal patrol and interdiction efforts.

2. TERM AND RENEWAL

This agreement and subsequent amendments are effective as to each party at the date and time of signing and will automatically renew each year on the anniversary date and continue year to year and term to term unless a party exercises its right to terminate as further described in the original agreement.

3. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and statutes of this State, officers, deputies, and agents assigned under this agreement and so transferred shall be vested with authority, jurisdiction, rights, immunities, and privileges to include the authority to execute criminal process and the power of arrest as any other duly commissioned officer, deputy, or agent of the other party.

However, local ordinances adopted by a sending jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of the sending jurisdiction.

4. COSTS

Each party shall bear its own costs incurred in the performance of its obligations hereunder except as otherwise provided herein.

5. HOLD HARMLESS, INDEMNIFICATION, NO THIRD PARTY RIGHTS

It is agreed by and between the parties that each will hold each other harmless for any acts or omissions of their respective officers working or transferred pursuant to this agreement. 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 provision 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.

6. INSURANCE

Each jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and any other such coverage as may be required by law or deemed advisable by individual parties.

7. COMPENSATION, BOND, AND RELATED MATTERS

This agreement shall in no manner effect 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 county or the municipality where they are permanently employed, with the sending county or municipality to which they are transferred as further setout herein. The bond for any officers operating under this agreement shall include coverage for their activity in the county or municipality covered by this agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county or municipality.

8. REIMBURSEMENT AND ANCILLARY BENEFITS

The parties to this agreement hereby expressly agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind between the agencies involved to include the ancillary benefits of increased investigation and prosecution of crimes related to criminal patrol efforts in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

9. TERMINATION AND RIGHT TO RESCIND

The agreement may be terminated at the discretion of the chief law enforcement officer by providing written notice to the other party. Any such rescission or termination will become effective upon receipt by the other parties.

10. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any notice, reporting, or approval requirements to their respective governing body as may be required under South Carolina law.

11. OFFICERS ASSIGNED AND AUTHORITY

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 in 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 and/or United States Attorney based upon the facts of the individual seizure.

13. 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.

14. AMMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

I, with competent authority, hereby consent to the terms of and agree to be bound by this Agreement.



Sheriff Chuck Wright

Spartanburg County Sheriff's Office

Witness



Sheriff L.C. Knight

Dorchester County Sheriff's Office



Witness