

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

LAW ENFORCEMENT  
MUTUAL AID AGREEMENT

This Law Enforcement Mutual Aid Agreement (the Agreement) is entered into by and between the **Lancaster County, South Carolina, Sheriff's Office**, 1520 Pageland Highway, P. O. Box 908, Lancaster, South Carolina 29721, and the **Pineville, North Carolina, Police Department**, 427 Main Street, Pineville, North Carolina 28134.

WHEREAS, Section 23-20 10 et seq. of the Code of Laws of South Carolina provides for mutual aid agreements between and among state, county, municipal, and local law enforcement agencies, both in-state and out-of-state, for the purpose of providing for the proper and prudent exercise of public safety functions across jurisdictional lines; and

WHEREAS, Section 160A-288 of North Carolina General Statutes provides for temporary assistance across jurisdictional lines between and among municipal police departments, county police departments, and sheriff's offices including those of other states; and

WHEREAS, the **Lancaster County Sheriff's Office** desires to enter into such a mutual aid agreement with the **Pineville Police Department** for the purpose of securing to each other the benefits of mutual aid in the event such mutual aid becomes necessary, proper, and prudent; and

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the rights, duties, and responsibilities of the parties should one request and receive the aid of the other; and

WHEREAS, the parties desire that personnel responding to a request for assistance have lawful authority and jurisdiction to respond to and become involved in the public safety function across jurisdictional lines for which assistance was requested.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

#### 1. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitutions and the statutory law of the States of South Carolina and North Carolina, officers providing assistance pursuant to this Agreement shall be vested with the same authority, jurisdiction, rights, privileges, and immunities (including those relating to the defense of civil actions and the payment of judgments) outside the officers' resident jurisdiction for the purpose of their performance of public safety functions as those vested in officers of the requesting jurisdiction. This Agreement is in no way intended to affect any other multijurisdictional agreement or agreements which might exist between the agencies. Responding officers shall have the same legal rights, powers, and duties to enforce the laws of the requesting jurisdiction and to perform law enforcement and public safety functions as the officers of the

requesting agency. However, local ordinances adopted by the responding agency's jurisdiction shall not be deemed extended into areas of operation located outside the geopolitical territorial limits of the responding agency's jurisdiction.

## 2. REQUEST FOR ASSISTANCE

Assistance may be requested in response to any public safety function across jurisdictional lines including but not limited to multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided pursuant to this Agreement may include the temporary provision of officers, equipment, and supplies and includes but is not limited to assistance with:

- A. emergency situations;
- B. civil disorders;
- C. natural or manmade disasters;
- D. processing mass arrestees;
- E. transporting prisoners;
- F. housing inmates and operating temporary detention facilities;
- G. pursuing subjects;
- H. arresting subjects;
- I. searching for missing persons;
- J. traffic control and safety;
- K. criminal investigations;
- L. any other public safety function of the requesting agency.

## 3. PRIMARY RESPONSIBILITY

The parties acknowledge and agree 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, the parties agree that the law enforcement agency whose assistance is requested shall be the sole judge as to whether it can respond to the request and to what extent it can provide assistance to the requesting agency.

## 4. PROCEDURE FOR REQUESTING ASSISTANCE

A. A request for assistance shall only be made by the Sheriff of Lancaster County or his/her designee or the Chief of the Pineville Police Department or his/her designee. The request shall be in writing and shall specify the assistance requested.

B. A reply to a request for assistance shall only be made by the Sheriff of Lancaster County or his/her designee or the Chief of the Pineville Police Department or his/her designee. The reply shall be in writing and shall specify the assistance to be provided.

## 5. COMMAND AND CONTROL

Responding law enforcement offices shall be responsible at all times for acting in accordance with the policies and procedures established by the agency by whom they are employed. However, responding law enforcement officers shall be subject to the lawful orders and operational commands of superior and supervisory personnel of the requesting agency.

## 6. PERSONNEL AND COSTS

Officers shall, for personnel and administrative purposes, including for purposes of pay, remain under the control of their respective agencies. Except as otherwise agreed herein, each agency shall maintain control over its own personnel including the creation and maintenance of its personnel records. Each agency shall be responsible for its own costs incurred in the performance of its obligations hereunder, including personnel costs. This Agreement shall in no manner affect or reduce the compensation, pension, or retirement benefits or rights of any responding officer. Responding officers shall be entitled to workers' compensation and the same benefits when acting pursuant to this Agreement to the same extent as though the officer were functioning within the normal scope of his duties.

## 7. EMPLOYMENT STATUS

This Agreement shall not be construed or interpreted to imply that the law enforcement officers responding to a request for assistance pursuant to this Agreement shall be employees of the requesting agency. Responding officers shall always be considered employees of their respective agencies, and this Agreement shall not be construed or interpreted to create or establish an employer-employee relationship between the responding officers and the requesting agency.

## 8. EQUIPMENT AND FACILITIES

Each agency shall be responsible for the provision and maintenance of its own equipment and facilities.

## 9. RECORDS

Records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including but not limited to incident reports, supplemental reports, search warrants, arrest warrants, citations, and photographs or images captured on photographic or digital media including in-car and body-worn cameras. However, any participating agency may request and receive with the consent of any other participating agency copies of that agency's records for law enforcement activities conducted pursuant to this Agreement.

Each participating agency receiving a request for information pursuant to its applicable Freedom of Information Act concerning public safety functions performed or arising pursuant to this Agreement shall separately respond to the request as required by law.

## 10. INSURANCE

Each agency shall maintain such general liability and workers' compensation insurance coverage and such other coverage as might be required by law or deemed advisable by that agency.

## 11. NO INDEMNIFICATION OR THIRD-PARTY RIGHTS

To the extent provided by law, the parties to this Agreement shall be solely responsible for the acts and omissions of their respective employees, officers, and officials for any losses, damages, demands, claims, lawsuits, and liabilities arising out of the activities of their officers. No right of indemnification is intended or created by this Agreement, and the parties expressly disclaim any such right of or claim to indemnification. The provisions of this Agreement shall not be deemed to give rise to, create, or vest any rights or obligations in favor of any person or entity not a party to this Agreement.

## 12. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Pursuant to Section 23-20-40(B) of the Code of Laws of South Carolina, a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing bodies of each concerned county, incorporated municipality, or other political subdivision of the State. Pursuant to Section 23-20-40(C) of the Code of Laws of South Carolina, an elected official whose office was created by the Constitution or by general law of the State, including a sheriff, is not required to seek approval of such mutual aid agreement from the elected official's governing body. The parties agree that prior to the execution of this Agreement each will obtain any approval of its governing body required by the laws of its jurisdiction.

## 13. SEVERABILITY

If any clause, sentence, paragraph, section, term, or provision of this Agreement is finally adjudicated by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall be otherwise unaffected by such determination and all other terms of this Agreement shall otherwise remain in full force and effect.

## 14. BINDING ON SUCCESSORS IN OFFICE

This Agreement shall be binding upon the parties' successors in office and shall remain in full force and effect notwithstanding a change in the identity of the person holding the office without the necessity of executing a new or amended agreement.

## 15. MODIFICATION OR AMENDMENT

The terms of this Agreement may not be modified or amended except by a writing signed by authorized representatives of the parties and executed with the same formality as the original of this Law Enforcement Mutual Aid Agreement.

16. TERM AND RENEWAL

This Agreement shall be effective on the date of the last to sign below and shall remain in full force and effect unless and until a party exercises its right to terminate the Agreement as provided herein.

17. TERMINATION

This Agreement may be terminated by either party at any time upon written notice delivered to the other party.

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

LANCASTER COUNTY SHERIFF'S OFFICE

WITNESS

\_\_\_\_\_  
Barry S. Faile, Sheriff

\_\_\_\_\_

Date \_\_\_\_\_

PINEVILLE POLICE DEPARTMENT

WITNESS

  
\_\_\_\_\_  
Michael Hudgins, Chief

\_\_\_\_\_

Date \_\_\_\_\_