

STATE OF SOUTH CAROLINA)
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)
COUNTY OF DARLINGTON)

**MULTI-JURISDICTIONAL TASK FORCE
MUTUAL AID AGREEMENT TO COMBAT
CRIMINAL NARCOTICS THROUGHOUT
DARLINGTON COUNTY, S.C.**

This agreement is made and entered into this 14th day of November 2023, by and between the parties, Darlington County Sheriff's Office, Hartsville Police Department, and the Darlington Police Department.

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in the criminal narcotics investigations by the continued operations of a multi-jurisdictional task force with Darlington County, known as the Darlington County Combined Drug Unit (DEU).

WHEREAS, the General Assembly of the State of South Carolina, by legislation enacted into law on June 3, 2016, known as the "Law Enforcement Assistance and Support Act", so as to more completely describe the manner by which Mutual Aid Agreement, as that phrase is defined in said Act, can be established and operated; and,

WHEREAS, the parties as set out above, by and through their representatives affixing their signatures below, consent and agree to span the geopolitical boundaries of all areas of Darlington County to the fullest extent allowed under South Carolina law for the express purpose of investigating and prosecuting the illegal use of and sale of controlled substances and other illegal drugs within the County. Herein set forth is the manner in which said Combined Drug Unit shall be staffed and operated in order to comply with the amended Code section referenced above. The officers of a law enforcement provider under the Agreement shall have the same legal rights powers and the duties to enforce the laws of South Carolina as the law enforcement agency (Darlington County Sheriff) contracting for the service.

NOW THEREFORE, it is the intent of the parties to share jurisdiction under the written agreement to the fullest extent permitted under South Carolina law and as further set forth herein.

1. SCOPE OF SERVICE

It is agreed that the law enforcement agency parties shall assign, on a temporary basis, Officer(s) to participate in joint investigations with the Darlington County Combined Drug Unit. Further, this agreement is intended to be in the nature of a request for assistance from adjacent jurisdictions.

This multi-jurisdictional effort is intended to combine resources of participating members of the Darlington County law enforcement community in an effort to combat the illegal narcotics trade, related criminal activities, and other crimes. It is the intent of this agreement to expand the jurisdiction of those law enforcement officers acting under this agreement throughout Darlington County to the greatest extent allowable by law. Any and all officers acting under and/or in

accordance with this Agreement will have jurisdiction across and throughout Darlington County. This Agreement is in no way intended to limit, inhibit, or control any other expansion of jurisdiction which may be allowable under law; nor to affect any other agreements that may be in place between the parties.

2. FINANCIAL AGREEMENT

Each party to this Agreement shall bear its own costs incurred in the performance of its obligations hereunder, except as otherwise provided herein. The parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials. No right 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.

3. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and statues of this State, officers 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 of any other party so long as they are acting with knowledge and approval of a Darlington County Narcotics Enforcement Team supervisor or are participating in an approved Narcotics Enforcement Team investigation. Moreover, each party shall deal with any legal contingencies for any lawsuits or the payment of damages arising from the services it renders to the Narcotics Enforcement Team. 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. 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.

4. 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 being compensated for their services by the county or municipality to which they are transferred as further set out herein. The bond for any officers operating under this agreement shall include coverage for their activity un 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.

5. 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 like kind between the agencies involved to include ancillary benefits of increased investigations and prosecution of narcotics offenses in the whole of Darlington County. Any

agreement for sharing forfeiture proceeds among jurisdictions must be in writing between the jurisdictions participating at the time of the underlying arrest. As a further benefit to all participants, the Sheriff of Darlington County shall provide office space for the adequate needs of the Combined Drug Unit hereby established.

6. TERMINATION AND RIGHT TO RESCIND

The participation of any party may be terminated at the discretion of its chief law enforcement officer by providing a written notice to all other parties. Any such rescission or termination will become effective upon receipt by the other parties. The election of any party or parties exercise this right to rescind does not in anyway affect the rights, duties, privileges, immunities, or obligations of the other parties.

7. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

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

8. SEVERABILITY

Should any part of this agreement be found to be unenforceable to any court or other competent authority, the rest shall remain in full force and effect.

9. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This Agreement may be amended by the written approval 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.

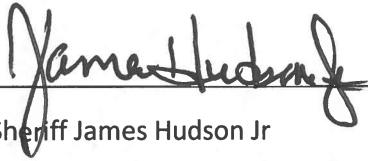
10. RECORDS TO BE KEPT

Complete records of the activities of the Combined Drug Unit shall be kept by members of the Team, under the supervision of the supervisory officers of the Darlington County Combined Drug Unit. The Supervisor or his/her designee shall make a report of such activities on a bi-monthly basis to a gathering of the Chiefs of those Departments who are Participants/Signatories to this Agreement.

11. PROCESSING OF FREEDOM OF INFORMATION ACT REQUESTS

It is expressly agreed that the Combined Drug Unit hereby created will appropriately and timely respond to all Freedom of Information Act (FOIA) requests made.

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



Sheriff James Hudson Jr
Darlington County Sheriff's Office

Witness

DATE: _____

Witness

Daniel Moore, City Manager
City of Hartsville

Witness

DATE: _____

Byron Snellgrove, Chief of Police
Hartsville Police Department

Witness

DATE: _____

John Payne, City Manager
City of Darlington

Witness

DATE: _____

Jimmy Davis, Chief of Police
City of Darlington

Witness

DATE: _____