

LAW ENFORCEMENT  
ASSISTANCE AND SUPPORT AGREEMENT

This agreement (the "Agreement") is made and entered into this 27<sup>th</sup> day of May, 2021, by and between the **Oconee County Sheriff's Office ("OCSO")**, 300 S. Church Street, Walhalla, SC 29691 and the **Seneca City Police Department**, 205 N. Depot Street, Seneca, SC 29678. OCSO and Seneca PD are hereinafter collectively referred to as the "Parties."

WHEREAS, South Carolina Code Ann. § 23-20-10, et seq., as amended, 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;

WHEREAS, the OCSO desires to enter into this Agreement with the Seneca PD for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special event, emergency situation, and any other law enforcement activity;

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

WHEREAS, during the activities that are the subject matter of this Agreement, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matters handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the Parties to share jurisdiction under this Agreement to the fullest extent permitted by the laws of the United States of America and the State of South Carolina, and it is further agreed as follows:

## 1. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the laws of the United States of America and the State of South Carolina, officers assigned under this Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside their resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activities for which this Agreement is drawn. This Agreement is in no way intended to affect any other multi-jurisdictional agreement(s) which may exist between the agencies that do not directly

relate to the subject matter hereof. To the extent any direct conflict exists between this Agreement and any other multi-jurisdictional agreement between the Parties, the terms of this Agreement shall control. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

## 2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Traffic Control and Safety;
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

## 3. PRIMARY RESPONSIBILITY

It is agreed and understood 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, it 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 from the other agency.

## 4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by the **Sheriff of Oconee County**, or his/her designees, or the **Chief of Seneca PD**, or his/her designees. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the

location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.

- B. Reply. A reply to any request for assistance shall only be made by the **Sheriff of Oconee County**, or his/her designees, or the **Chief of Seneca PD**, or his/her designees. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers responding.
- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officers shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers 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 geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

## 5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the Parties, and subject to the terms of paragraphs 4.C and 4.D. above, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

## 6. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. INSURANCE

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

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. MODIFICATION OR AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the Parties to this Agreement.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

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

12. SEVERABILITY

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

13. BINDING SUCCESSORS IN OFFICE

The Parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this Agreement without necessitating execution of any amendment.

14. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

To the extent provided by law, the Parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this Agreement and the Parties expressly disclaim such. The provisions 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.

15. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

16. TERM AND RENEWAL

This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

17. USE OF EQUIPMENT AND FACILITIES


Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the Parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

Oconee County Sheriff's Office


  
Michael L. Crenshaw, Sheriff

Witnesses

  
Witness

Seneca Police Department

  
Chief, Casey Bowling

  
Witness

City Of Seneca

\_\_\_\_\_  
Mayor or Council Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Witness

STATE OF SOUTH CAROLINA    )  
                                           )  
                                           )       LAW ENFORCEMENT  
                                           )       ASSISTANCE AND SUPPORT AGREEMENT  
 COUNTY OF OCONEE            )

This agreement is made and entered into this 13th day of July, 2021, by and between the **SENECA POLICE DEPARTMENT**, 205 N. Depot Street Seneca, SC 29678 and the **WESTMINSTER POLICE DEPARTMENT**, 106 Windsor Street Westminster, SC 29693.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 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;

WHEREAS, the **SENECA POLICE DEPARTMENT** desires to enter into such an agreement with the **WESTMINSTER POLICE DEPARTMENT** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

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

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, 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.     **VESTING OF AUTHORITY AND JURISDICTION**

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This Agreement is in no way intended to affect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed

extended into areas of operation that are located outside the geopolitical territorial limits of that party.

## 2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations.
- B. Civil Disorders.
- C. Natural or Manmade Disasters.
- D. Mass Processing of Arrests.
- E. Transporting of Prisoners.
- F. Operating Temporary Detention Facilities & Housing Inmates.
- G. Arrests.
- H. Pursuits of Criminal Suspects.
- I. Location of Missing Persons.
- J. Traffic Control and Safety.
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

## 3. PRIMARY RESPONSIBILITY

It is agreed and understood 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, it 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 from the other agency.

## 4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by the **SENECA CHIEF OF POLICE**, or his/her designee, or the **WESTMINSTER CHIEF OF POLICE**, or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by the **SENECA CHIEF OF POLICE**, or his/her designee, or the **WESTMINSTER CHIEF OF POLICE**, or his/her designee. If the request is granted, the requesting law enforcement agency shall be

immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers 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 geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

#### 5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder and shall keep its own personnel and other usual records as to its assigned officers.

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

#### 6. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

#### 7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

#### 8. INSURANCE

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



9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. MODIFICATION OR AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

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

12. SEVERABILITY

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

13. BINDING SUCCESSORS IN OFFICE

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

14. NO INDEMNIFICATION OR THIRD-PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

15. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

16. TERM AND RENEWAL

This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

17. USE OF EQUIPMENT AND FACILITIES

Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

**SENECA POLICE DEPARTMENT**

\_\_\_\_\_  
Casey M. Bowling, Chief

\_\_\_\_\_  
Witness

**CITY OF SENECA ADMINISTRATION**

\_\_\_\_\_  
Mayor or Council Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Witness

**WESTMINSTER POLICE DEPARTMENT**

\_\_\_\_\_  
Rory Jones, Chief

\_\_\_\_\_  
Witness

**CITY OF WESTMINSTER ADMINISTRATION**

\_\_\_\_\_  
Mayor or Council Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Witness

STATE OF SOUTH CAROLINA    )  
                                           )  
                                           )       LAW ENFORCEMENT  
                                           )       ASSISTANCE AND SUPPORT AGREEMENT  
 COUNTY OF OCONEE            )

This agreement is made and entered into this 13th day of July, 2021, by and between the **SENECA POLICE DEPARTMENT**, 205 N. Depot Street Seneca, SC 29678 and the **WALHALLA POLICE DEPARTMENT**, 101 E. Main Street Walhalla, SC 29691.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 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;

WHEREAS, the **SENECA POLICE DEPARTMENT** desires to enter into such an agreement with the **WALHALLA POLICE DEPARTMENT** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

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

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, 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. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This Agreement is in no way intended to affect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed

extended into areas of operation that are located outside the geopolitical territorial limits of that party.

## 2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

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- B. Civil Disorders.
- C. Natural or Manmade Disasters.
- D. Mass Processing of Arrests.
- E. Transporting of Prisoners.
- F. Operating Temporary Detention Facilities & Housing Inmates.
- G. Arrests.
- H. Pursuits of Criminal Suspects.
- I. Location of Missing Persons.
- J. Traffic Control and Safety.
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

## 3. PRIMARY RESPONSIBILITY

It is agreed and understood 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, it 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 from the other agency.

## 4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by the **SENECA CHIEF OF POLICE**, or his/her designee, or the **WALHALLA CHIEF OF POLICE**, or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by the **SENECA CHIEF OF POLICE**, or his/her designee, or the **WALHALLA CHIEF OF POLICE**, or his/her designee. If the request is granted, the requesting law enforcement agency shall be

immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers 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 geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

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#### 6. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

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#### 7. COMPENSATION

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#### 8. INSURANCE

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

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

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11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

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

13. BINDING SUCCESSORS IN OFFICE

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

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To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

15. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

16. TERM AND RENEWAL

This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

17. USE OF EQUIPMENT AND FACILITIES

Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

**SENECA POLICE DEPARTMENT**

\_\_\_\_\_  
Casey M. Bowling, Chief

\_\_\_\_\_  
Witness

**CITY OF SENECA ADMINISTRATION**

\_\_\_\_\_  
Mayor or Council Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Witness

**WALHALLA POLICE DEPARTMENT**

\_\_\_\_\_  
Sean Brinson Chief

\_\_\_\_\_  
Witness

**CITY OF WALHALLA ADMINISTRATION**

\_\_\_\_\_  
Mayor or Council Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Witness

STATE OF SOUTH CAROLINA

MUTUAL AID AGREEMENT

CITY OF SENECA

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021 by and between the Police Department of Seneca and the Clemson University Police Department, Clemson, South Carolina.

WITNESSETH:

WHEREAS, Section 23-20-30 of the Code of Laws of South Carolina (hereinafter treated as "South Carolina Code") provides:

- A. Any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions. All agreements must adhere to the requirements contained in Section 23-20-40.
- B. Nothing in this chapter may be construed to alter, amend or affect any rights, duties, or responsibilities of law enforcement authorities established by South Carolina's constitutional or statutory laws or established by the ordinances of South Carolina's political subdivisions, except as expressly provided for in this chapter.

WHEREAS, South Carolina Code §23-20-40 provides:

- A. All mutual aid agreements for law enforcement services must be in writing and include, but may not be limited to, the following:
  - (1) a statement of the specific services to be provided;
  - (2) specific language dealing with financial agreements between the parties;
  - (3) specification of the records to be maintained concerning the performance of services to be provided to the agency;
  - (4) language dealing with the duration, modification, and termination of the agreement;
  - (5) specific language dealing with the legal contingencies for any lawsuits or the payment of damages that arise from the provided services;
  - (6) a stipulation as to which law enforcement authority maintains control over the law enforcement provider's personnel;



- (7) specific arrangements for the use of equipment and facilities; and
  - (8) specific language dealing with the processing of requests for information pursuant to the Freedom of Information Act for public safety functions performed or arising under these agreements.
- B. Except as provided in subsection (C), 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 this State. Agreements entered into are executed between governing bodies, and, therefore, may last until the agreement is terminated by a participating party of the agreement.
- C. An elected official whose office was created by the Constitution or by general law of this State is not required to seek approval from the elected official's governing body in order to participate in mutual aid agreements.
- D. Provided the conditions and terms of the mutual aid agreements are followed, the chief executive officers of the law enforcement agencies in the concerned counties, incorporated municipalities, or other political subdivisions have the authority to send and receive such resources, including personnel, as may be needed to maintain the public peace and welfare.
- E. The officers of the law enforcement provider have the same legal rights, powers, and duties to enforce the laws of this State as the law enforcement agency requesting the services.

**WHEREAS**, the Clemson University Police Department ("CUPD") exists and operates as a local law enforcement authority and political subdivision as defined by and within the meaning of South Carolina Code §§23-20-20 and 23-20-30;

**WHEREAS**, the Seneca Police Department ("SPD") exists and operates as a local law enforcement authority and political subdivision as defined by and within the meaning of South Carolina Code §§23-20-20 and 23-20-30;

**WHEREAS**, CUPD and SPD (treated individually as "Party" and collectively as "Parties") desire to enter into the instant Mutual Aid Agreement ("Agreement") for the purpose of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, or other emergency situations;

**WHEREAS**, the purpose of this Agreement is to set forth the scope of such mutual aid and the responsibilities of the Parties as may be necessary for the proper and prudent exercise of public safety functions in conformity with South Carolina Code §§23-30-30 and 23-30-40 as set forth above.

**NOW, THEREFORE**, in consideration of the mutual promises and considerations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**(1) Specific Services Provided & Procedure.**

Upon receiving a request for assistance from the other Party ("Requesting Party"), CUPD and SPD agree to transfer law enforcement officers from their jurisdiction to the Requesting Party's jurisdiction on a temporary basis to assist the Requesting Party in administering the proper and prudent exercise of public safety functions.

**a. Authority Upon Transfer:**

When so transferred, such law enforcement officers shall possess all of the powers and authority of a law enforcement officer employed by the jurisdiction of the Requesting Party as provided by South Carolina Code §23-20-40(E).

**b. Bases for Requests for Assistance:**

CUPD and SPD may request from one another assistance by way of the transfer of law enforcement officers on a temporary basis in response to any law enforcement related need to assist the Requesting Party in administering the proper and prudent exercise of safety functions in their respective jurisdictions.

**Examples:** Illustrative but non-exhaustive examples of such situations contemplated by the Parties as potentially necessitating assistance include but are not limited to:

- i. Emergency situations;
- ii. Events involving or presenting the threat of imminent riot and disorder;
- iii. Occurrences involving or threatening imminent natural disaster;
- iv. Mass processing of arrests;
- v. Transporting of prisoners;

- vi. Operating temporary detention facilities;
- vii. Events of a terroristic nature, whether domestic or foreign;
- viii. Events involving or presenting the risk of large-scale public safety concerns, injuries or death;
- ix. Such other events or occurrences as the Requesting Party deems necessary and prudent to ensure the maintenance of public safety.

**c. Procedure for Requesting Mutual Aid:**

**i. Initiating Request for Assistance:**

A request for assistance shall only be made by the senior duty officer of the Requesting Party (*i.e.*, 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 requested personnel are to be dispatched ("Dispatch Site"), and the name of the officer-in-charge at such location.

**ii. Reply to Request for Assistance:**

A reply to any request for assistance shall only be made by the senior duty officer of the law enforcement agency ("Responding Party") whose assistance is requested. If the request is granted, the Requesting Party shall be immediately informed of the number of law enforcement officers to be furnished by Responding Party's senior duty officer. By granting the request, the Responding Party's senior duty officer is deemed to have ordered any transferred law enforcement personnel to follow and be subject to the orders and commands of the officer-in-charge of the Requesting Party until released by such officer-in-charge or until such provisional order is recalled as provided by Paragraph 1(c)(iv) below.

**iii. Officer in Charge:**

Pursuant to the order of the senior duty officer of the Responding Party, the personnel temporarily transferred by the Responding Party shall report to the officer-in-charge of the Requesting Party at the Dispatch Site or by way of radio contact and shall be subject to the orders and commands of that official until a Release Order or Recall Order is issued, as provided by Paragraph 1(c)(iv) below. The assisting law enforcement officers of the Responding Party shall exert their best efforts to cooperate with and aid the Requesting Party.

**iv. Release:**

The law enforcement officers temporarily transferred by the Responding Party shall be released by the Requesting Party's officer-in-charge when their services are no longer required ("Release Order"), unless, prior to such release, the senior duty officer of the Responding Party orders such law enforcement officers to be recalled in order to respond to a situation within the geographical boundaries of the Responding Party's jurisdiction ("Recall Order"). In such latter event, the Responding Party and those law enforcement officers who were temporarily transferred shall use their best efforts to complete the requested service prior to being released.

**v. Radio Communication:**

Radio communication between law enforcement officers of the Requesting Party and the law enforcement officers of the Responding Party shall be maintained by use of the State regional radio channel system, unless a radio channel that is mutually shared by the Parties is otherwise available.

**vi. Primary Responsibility:**

It is agreed and understood that the primary responsibility of the Parties is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the Responding Party shall be the sole judge as to whether it can respond and to what extent it can assist with the Requesting Party's request for assistance.

**(2) Payment for Assistance Requested by Requesting Party.**

In the event law enforcement officers of a Responding Party are temporarily transferred to the Requesting Party's jurisdiction to assist the Requesting Party, CUPD and SPD agree the compensation of such law enforcement officers shall be treated as follows:

**a. Compensation of Transferred Law Enforcement Personnel Unchanged:**

A Responding Party's temporary transfer of law enforcement personnel pursuant to a Requesting Party's request for assistance under this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred law enforcement officers. Law enforcement officers temporarily transferred to a Requesting Party under this Agreement shall continue to be paid by the Responding Party where they are permanently employed.

**b. Records of Services & Reimbursement:**

Pursuant to South Carolina Code §23-20-40(A)(3), in the event a Responding Party temporarily transfers law enforcement officers to a Requesting Party, the Responding Party shall send an invoice to the Requesting Party identifying the

date, time, Dispatch Site, the senior duty officer of the Requesting Party who made the assistance request, the names of the personnel dispatched by the Responding Party, the time of their release, and an itemization of the compensation paid by the Responding Party to such law enforcement officers during the time period of their temporary transfer.

Upon receipt of the invoice, the Requesting Party shall reimburse the Responding Party for the expenses and services actually incurred in providing the services requested by the Requesting Party. In the event such invoices reflect an error, the Requesting Party shall bring such error to the attention of the Responding Party to discuss the need for a mutually agreed upon adjustment but, in the interim, shall reimburse all other invoiced amounts.

**c. Employment Status:**

Nothing herein shall be construed or interpreted to imply that the law enforcement officers temporarily transferred in accordance with this agreement shall be employees of the Requesting Party. All law enforcement officers temporarily transferred in accordance with this Agreement shall exclusively remain the employees of the Responding Party.

**(3) Records to be Maintained.**

The Parties agree the following records shall be maintained in connection with any request for assistance made under this Agreement:

**a. By Requesting Party:**

Pursuant to South Carolina Code §23-20-40(A)(3) and in connection with any requests for assistance under this Agreement, the senior duty officer from the Requesting Party initiating such request shall, to the extent not otherwise maintained in the ordinary course or as required by applicable law, shall document all requests for assistance made under this Agreement including: the time and date of the request, a description of the situation creating the need for assistance, the number of law enforcement officers requested, the number of law enforcement officers dispatched if different than requested, the Dispatch Site, and the time when such requested personnel were released or recalled.

**b. By Responding Party:**

In addition to any other records kept in the ordinary and normal course or otherwise required by applicable law, the Responding Party shall maintain the documentation set forth in Paragraph 2(b) for purposes of ensuring full and fair reimbursement from the Requesting Party.

**(4) Duration, Modification, and Termination of Agreement.**

The Parties agree the following terms shall govern the duration, modification and termination of this Agreement:

**a. Duration:**

As provided by South Carolina Code §23-20-40(B), this Agreement shall continuously remain in effect until terminated by CUPD or SPD.

**b. Modification:**

The terms and conditions of this Agreement, as set forth herein, shall constitute the entirety of the terms and conditions agreed upon between the Parties regarding the subject matter hereof. No modification, amendment, or change of this Agreement shall occur absent the express written consent of the Parties hereto. The Parties cannot waive this requirement orally or through the course of dealing.

**c. Termination:**

This Agreement may be terminated, at any time, upon sixty (60) days written notice to the other Party.

**(5) Legal Contingencies, Lawsuits, or Payment of Damages.**

Pursuant to South Carolina Code §23-20-40(A)(5), the Parties agree any legal contingencies, lawsuits, or payment of damages arising out of the performance of this Agreement shall be governed by the following terms and conditions:

**a. Employees of Parties Shall Remain Financial Responsibility of Their Employer:**

As set forth in Paragraph 2(c) above, all law enforcement officers temporarily transferred in accordance with this Agreement shall exclusively remain the employees of the Responding Party. Regardless of any term or condition of this Agreement or any course of performance hereunder, the Parties agree that they shall remain exclusively responsible and liable for all law enforcement personnel in their employment.

All legal contingencies, lawsuits, or payment of damages, arising out of the performance of this Agreement, shall remain the financial responsibility, to the extent any exists, of the Party whose employee's act or omission gave rise to the liability, legal contingency, lawsuit or claim for damages, to the exclusion of the other Party.

**b. Insurance:**

It is agreed and understood that the Parties shall remain solely responsible for maintaining adequate insurance protection and worker's compensation coverage on their employees at all times, regardless of any term of this Agreement.

**(6) Stipulation As to Authority of Officer-in-Charge of Requesting Party.**

As provided by Paragraph 1(c)(iii), above, the senior duty officer of any Responding Party who orders the temporary transfer of law enforcement personnel to a Requesting Party shall be deemed to have ordered such law enforcement personnel to report to and be subject to the orders and commands of the officer-in-charge of the Requesting Party upon arrival at the Dispatch Site or otherwise by way of radio contact and shall temporarily remain subject to the orders and commands of that official until issuance of either a Release Order or a Recall Order, as described in Paragraph 1(c)(iv), above. The assisting law enforcement officers of the Responding Party shall exert their best efforts to cooperate with and aid the Requesting Party.

**(7) Use of Equipment and Facilities.**

The Parties intend to use their own equipment and facilities in furtherance of their performance under this Agreement. However, the Parties acknowledge and recognize, from time to time, circumstances may arise where they may possess equipment or facilities that could assist the other Party in connection with assistance provided under this Agreement. If such circumstances arise, the Parties agree, to the extent practicable and consistent with their obligations to the constituents in their own jurisdictions, to cooperate with one another and to make use of any needed equipment and facilities to one another if possible. However, at all times, the decision to make any such facilities or equipment available shall remain in the sole discretion of the Responding Party.

**(8) Freedom of Information Act Requests.**

As recognized by South Carolina Code §23-20-40(A)(8) and in conformity with that provision, the Parties acknowledge and recognize they may come into possession of materials or information of a sensitive or confidential nature as related to the other Party when, or in connection with, providing mutual aid to one another under this Agreement. The Parties further recognize and acknowledge such information and materials may prove exempt from public disclosure pursuant to South Carolina Code §30-4-40 generally, and in particular, subsections (a)(3)(A)-(G) of that statute. As a result, the Parties agree to the process set forth herein to avoid the inadvertent disclosure of exempt materials and information of the other Party:

**a. Good Faith and Reasonable Assessment:**

If either Party receives a Freedom of Information Act ("FOIA") request for information or materials relating to a request for assistance under this Agreement, the Party receiving such request ("Recipient Party") shall make an initial, good faith and reasonable assessment to ascertain whether such request could potentially embrace materials exempted by South Carolina Code §30-4-40. Such evaluation must take into account not only whether the requested materials are exempt from disclosure from the standpoint of the Recipient Party but also the other Party to this Agreement ("Non-recipient Party").

If, after conducting an initial assessment in good faith, the Recipient Party determines a reasonable possibility exists the requested materials or information may embrace matters over which the Non-recipient Party may consider as exempt from disclosure under South Carolina Code §30-4-40, the Recipient Party shall transmit the FOIA request to the Non-recipient Party requesting a determination of whether the materials should be treated as exempt from disclosure and withheld.

**b. Non-Recipient Review and Written Determination:**

As soon as practicable after receiving such a request from a Recipient Party, the Non-recipient Party shall review the FOIA request and make a good faith determination of what, if any, materials embraced by the request should be withheld from public disclosure as exempted by South Carolina Code §30-4-40. After making such determination, the Non-recipient Party shall communicate its determination in writing to the Recipient Party identifying what, if any, materials should be withheld, specifying what exemptions apply, and provide a general explanation of the facts supporting the exemption(s)' application.

Prior to receiving such response, the Recipient Party shall not disclose any materials or information which it has, in good faith, reasonably concluded might constitute materials the Non-recipient Party may deem as exempt from disclosure. The Recipient Party shall invoke any potentially applicable exemptions excusing disclosure of materials to which those exemptions may apply until it receives written confirmation from the Non-recipient Party to the contrary. Written confirmation of an exemption's application shall constitute a certification by the Non-recipient Party that a reasonable, good faith basis exists such that the Recipient Party may lawfully withhold the materials identified by the Non-recipient Party pursuant to the corresponding exemption(s) specified.

**c. Need for Expedient Action:**

Both Parties acknowledge and recognize FOIA constitutes a remedial statute and, therefore, agree to act as quickly as practicable to make the determinations set forth in this paragraph to ensure the disclosure of non-exempt, public information



and records is not unreasonably delayed and such materials unduly withheld from the public.

**(9) Narcotics Investigators.**

This Agreement shall not rescind, supersede, or modify any existing agreements between the Parties 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.

**[SIGNATURES ON FOLLOWING PAGES]**

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

WITNESS  By: _____  _____ Date	CITY OF SENECA, SOUTH CAROLINA  POLICE DEPARTMENT  By: _____  Casey Bowling, Chief  _____ Date
WITNESS  By: _____  _____ Date	CITY OF SENECA  By: _____  _____ Date

WITNESS  By: _____  _____ Date	CLEMSON UNIVERSITY POLICE DEPARTMENT  By: _____  Greg Mullen, Chief of Police  _____ Date
WITNESS  By: _____  _____ Date	CLEMSON UNIVERSITY  By: _____  Tony Wagner, Executive Vice President VP Finance & Operations

Date	<hr/> Date
------	------------

STATE OF SOUTH CAROLINA    )  
                                           )  
                                           )       LAW ENFORCEMENT  
                                           )       ASSISTANCE AND SUPPORT AGREEMENT  
 COUNTY OF OCONEE            )

This agreement is made and entered into this 13th day of July, 2021, by and between the **SENECA POLICE DEPARTMENT**, 205 N. Depot Street Seneca, SC 29678 and the **CLEMSON POLICE DEPARTMENT**, 1198 Tiger Blvd Clemson, SC 29631.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 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;

WHEREAS, the **SENECA POLICE DEPARTMENT** desires to enter into such an agreement with the **CLEMSON POLICE DEPARTMENT** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

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

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, 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.    **VESTING OF AUTHORITY AND JURISDICTION**

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This Agreement is in no way intended to affect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed

extended into areas of operation that are located outside the geopolitical territorial limits of that party.

## 2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations.
- B. Civil Disorders.
- C. Natural or Manmade Disasters.
- D. Mass Processing of Arrests.
- E. Transporting of Prisoners.
- F. Operating Temporary Detention Facilities & Housing Inmates.
- G. Arrests.
- H. Pursuits of Criminal Suspects.
- I. Location of Missing Persons.
- J. Traffic Control and Safety.
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

## 3. PRIMARY RESPONSIBILITY

It is agreed and understood 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, it 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 from the other agency.

## 4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by the **SENECA CHIEF OF POLICE**, or his/her designee, or the **CLEMSON CHIEF OF POLICE**, or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by the **SENECA CHIEF OF POLICE**, or his/her designee, or the **CLEMSON CHIEF OF POLICE**, or his/her designee. If the request is granted, the requesting law enforcement agency shall be

immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers 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 geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

#### 5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder and shall keep its own personnel and other usual records as to its assigned officers.

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

#### 6. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

#### 7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

#### 8. INSURANCE

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

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. MODIFICATION OR AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

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

12. SEVERABILITY

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

13. BINDING SUCCESSORS IN OFFICE

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

14. NO INDEMNIFICATION OR THIRD-PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

15. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

16. TERM AND RENEWAL

This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

17. USE OF EQUIPMENT AND FACILITIES

Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

**SENECA POLICE DEPARTMENT**

\_\_\_\_\_  
Casey M. Bowling, Chief

\_\_\_\_\_  
Witness

**CITY OF SENECA ADMINISTRATION**

\_\_\_\_\_  
Mayor or Council Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Witness

**CLEMSON POLICE DEPARTMENT**

\_\_\_\_\_  
Jorge Campos, Chief

\_\_\_\_\_  
Witness

**CITY OF CLEMSON ADMINISTRATION**

\_\_\_\_\_  
Mayor or Council Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Witness



**CONTRACT FOR LAW ENFORCEMENT SERVICES AT  
CLEMSON UNIVERSITY SPECIAL EVENTS**

This Agreement is entered into as of \_\_\_\_\_, 2021 between CLEMSON UNIVERSITY ("University") and the SENECA POLICE DEPARTMENT LAW ENFORCEMENT JURISDICTION ("Jurisdiction").

RECITALS: The purpose of this Agreement is to describe the terms and conditions pursuant to which police officers from Jurisdiction will provide law enforcement services for Clemson University at Clemson University special events in accordance with South Carolina Code section 23-20-10 *et seq.*

1. Term.

The term of this Agreement will be one year, beginning on July 1, 2021, and ending on July 1, 2022. This Agreement may be terminated earlier by either party upon sixty (60) days' prior written notice to the other party. Any modification of this agreement must be made in writing and signed by all parties.

2. Jurisdiction's Rights and Obligations.

- a) Subject to availability and upon at least two weeks advance notice, Jurisdiction agrees to assign one or more police officers to provide law enforcement services at Clemson University special events, including but not limited to athletic events, concerts, graduation and livestock shows/events.
- b) At all times relative to this Agreement, Jurisdiction's police officers shall remain employees of Jurisdiction and will have full arrest powers while performing services at Clemson University.
- c) All police officers assigned to any special event at Clemson University pursuant to this Agreement shall comply with those policies, procedures and instructions provided by University, provided no such duties shall be contrary to their oath or obligation as a sworn officer of the law under the laws of the State of South Carolina.
- d) Neither Jurisdiction nor any personnel of Jurisdiction will for any purpose be considered employees or independent contractors of University. Jurisdiction is solely responsible for the payment of salary to any police officers assigned to any special event under the terms of this Agreement, including withholding income taxes and social security, health insurance, worker's compensation and disability benefits.

3. University's Rights and Obligations.

- a) University will pay the Jurisdiction \$40.00 per hour for each officer assigned to work at a Clemson University special event.

- b) Jurisdiction shall determine those officers it shall assign to any special event at Clemson University, provided that Clemson University reserves the right to reject the Jurisdiction's assignment of any police officer at any Clemson University special event.
- c) University will maintain records concerning the performance of services provided to University.

4. Miscellaneous.

- a) This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of South Carolina, the courts of which state shall have jurisdiction over its subject matter.
- b) The individuals signing below on behalf of Jurisdiction and University, respectively, hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of Jurisdiction and University, respectively and that this Agreement is binding upon both parties in accordance with its terms.

UNIVERSITY

By \_\_\_\_\_  
(Signature)

Name Tony Wagner  
Title Executive Vice President  
VP Finance & Operations  
Clemson University

JURISDICTION

By \_\_\_\_\_  
(Signature)

Name Casey Bowling  
Title Chief

Address

205 N. Depot St.  
Seneca, S.C. 29678

By \_\_\_\_\_  
(Signature)

Name Greg Mullen  
Title Chief of Police  
Clemson University