

## RESOLUTION

### TO APPROVE AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL-AID BETWEEN THE TOWN OF YEMASSEE, SOUTH CAROLINA AND THE TOWN OF ELLOREE, SOUTH CAROLINA FOR LAW ENFORCEMENT SERVICES

**WHEREAS**, Sections 23-20-10 through 23-20-50 of the Code of Laws of South Carolina (1976) as amended provides that 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; and

**WHEREAS**, these sections specify contractual provisions and approvals that are required for such agreements; and

**WHEREAS**, the officers and law enforcement provider under such agreements have the same legal rights, powers, and duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services; and

**WHEREAS**, the Town of Yemassee and the Town of Elloree, each an incorporated municipality and political subdivision of the State of South Carolina, have not previously entered into an agreement and are therefore required to; and

**WHEREAS**, it is the intent of the parties to share jurisdiction under the written agreement to the fullest extent permitted under South Carolina law, which requires that a mutual aid agreement must be approved by the appropriate governing body of each incorporated municipality that wishes to be a part of the agreement; and

**WHEREAS**, the Town of Yemassee wishes to approve the mutual aid agreement with the Town of Elloree as presented at Exhibit "A".

#### **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF YEMASSEE AS FOLLOWS:**

The Police Chief or his designee is authorized to act on behalf of the Town of Yemassee in executing this mutual-aid agreement between the Town of Yemassee and the Town of Elloree.  
(Exhibit A)

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION, SIGNED, SEALED AND  
DELIVERED AS OF THIS 9<sup>th</sup> DAY OF JULY 2019.

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Colin J Moore, Mayor

(Seal)

STATE OF SOUTH CAROLINA )  
 )  
 TOWN OF YEMASSEE ) LAW ENFORCEMENT  
 ) ASSISTANCE AND SUPPORT AGREEMENT  
 )  
 AND )  
 )  
 TOWN OF ELLOREE )

This agreement, made and entered into this 26th day of June 2019, by and between the **Yemassee Police Department** and the **Elloree Police Department** provides as follows:

#### SECTION 1. Mutual Aid.

Whereas, it is to the mutual advantage and benefit of **Elloree, South Carolina** and **Yemassee, South Carolina** for each of the respective law enforcement agencies to render supplemental police protection to the other.

#### SECTION 2. Purpose of Agreement.

It is recognized that in certain situations, the use of police officers to perform police duties outside of the territorial limits of their jurisdiction where the officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety and welfare of the public.

#### SECTION 3. Authorization.

Intergovernmental police service and assistance may be provided among law enforcement agencies during times of emergency and routine police work when mutual aid would best serve the interests of each law enforcement agency and its citizens.

#### SECTION 4. Power and Authority

The **Yemassee Police Chief** or his designee and the **Elloree Police Chief** or his designee will decide the amount of personnel and equipment to be rendered during any mutual aid assistance. Any assistance provided by either agency shall not infringe upon the required protection for the respective agency's territorial jurisdiction. The sheriff, police chief or their designee with respective statutory jurisdiction shall command any personnel rendering aid. They shall have all powers and authority of police and peace officers as provided by law, including the powers of arrest. This agreement does not authorize **Elloree or Yemassee PD Police Officers** to perform off-duty work within each of the other agency's jurisdiction without express permission from the chief.

#### SECTION 5. Compensation.

Cooperative police service shall be rendered to each agency without charge from the other. The agencies shall provide compensation, pensions or retirement to its officers as provided by law.

#### SECTION 6. Liability.

- a) Each agency will assume liability for equipment that may be damaged or destroyed during any assistance.
- b) **Yemassee Police Department** nor **Elloree Police Department** shall not under any circumstances be liable for any loss or by reason of its failure to effectively combat or handle any police problem within the other agency's respective territorial jurisdiction.
- c) All individuals retain all pension and disability rights while performing duties in accordance with this agreement.
- d) This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action under this agreement for any cause whatsoever.

#### SECTION 7. Effective Date of Agreement

- a) This agreement shall be in full effect and legally binding when it is signed and certified by both law enforcement executives per *S.C. Code Ann. 23-20-10, (1976 as amended)*, known as the "Law Enforcement Assistance and Support Act".
- b) The **Elloree Police Department** and the **Yemassee Police Department** will retain an original signed agreement for purposes of signature and record.

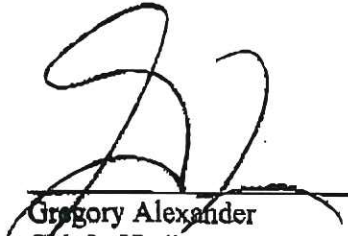
#### SECTION 8. Termination of Agreement.

- a) This agreement shall remain in full force and effect unless terminated by one or both parties.
- b) Either party may withdraw from the agreement upon 30 days written notice to the other party.

07/01/2019 14:13

(FAX)


P.004/004


  
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Gregory Alexander      Date  
Chief of Police  
Yemassee Police Department

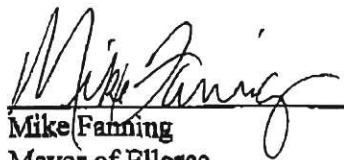
\_\_\_\_\_  
Witness


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Colin Moore  
Mayor of Yemassee

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Shawn Murphree      Date  
Chief of Police  
Ellmore Police Department

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Mike Fanning  
Mayor of Ellmore

  
\_\_\_\_\_  
Witness



Town of

**Elloree**2719 Cleveland Street • Post Office Box 28, Elloree, South Carolina 29047  
(803) 897-2821 • FAX (803) 897-3315 • 1-888-711-1886

## FAX COVERSHEET

Date 7-5-19  
To Chief Alexander  
From Chief Murphree  
Fax # 843- 589- 4305  
Pages 5

Comments: Please forward this mutual Aid Agreement to Chief Alexander for July 14-17<sup>th</sup>. Thank you,  
Freda Trupiano  
Town Clerk

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