

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF DARLINGTON        )

**RESOLUTION NO. 694**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LAW ENFORCEMENT ASSISTANCE AGREEMENT BETWEEN THE TOWN OF LAMAR AND THE DARLINGTON COUNTY SHERIFF'S OFFICE FOR THE PROVISION OF A SHERIFF'S DEPUTY TO EXERCISE THE ADMINISTRATIVE DUTIES OF THE POLICE CHIEF OF THE TOWN OF LAMAR**

**WHEREAS:**

Chapter 20 of Title 23 of the South Carolina Code of Laws 1976, as amended (the "Act"), authorizes any law enforcement agency of the State to enter into a contractual arrangement with any other law enforcement agency of this State to provide additional law enforcement officers as may be necessary for the proper and prudent exercise of any public safety function; and

The position of Chief of Police for the Town of Lamar Police Department is currently unfilled and the Town is in urgent need of a qualified individual to temporarily fulfill the duties of the Police Chief until such time as a suitable individual may be hired to permanently fill this position in order that the Police Department may continue to adequately fulfill its public safety functions under State law; and

The Darlington County Sheriff's Office (DCSO) agrees to assign a designated certified officer for a period of time to exercise those administrative duties of the Police Chief of the Town pursuant to the terms set forth in the proposed Agreement, provided that the Town pay to the County of Darlington, on a monthly basis, to compensate the County of Darlington for the Officer devoting his/her role of temporarily exercising the powers of Police Chief.


**NOW, THEREFORE BE IT RESOLVED** by the governing body of Darlington County, South Carolina, the Darlington County Council, that:

The Agreement in substantially the form presented to Council and attached hereto is hereby approved.

The County Administrator of the County is authorized to execute and deliver the Agreement, with such changes, not inconsistent with the purposes stated above, as he may deem appropriate and in consult with the County Attorney.

Approved in meeting duly assembles this 10<sup>th</sup> day of September 2018.

  
Attest: J. Janet Bishop  
Clerk to Council

  
Bobby Hudson, Chairman  
Darlington County Council

## **AGREEMENT**

This **LAW ENFORCEMENT ASSISTANCE AGREEMENT** (this "**Agreement**") is entered into this 10<sup>th</sup> day of **September 2018** by and between the Town of Lamar, South Carolina (the "**Town**"), a body politic and corporate and political subdivision of the State of South Carolina (the "**State**"), and Darlington County Sheriff's Office (the "**Sheriff's Office**"), a law enforcement agency of the State and Darlington County, South Carolina (the "**County**"), a body politic and corporate and a political subdivision, a nonprofit corporation of the State of South Carolina.

## **RECITALS**

Pursuant to Chapter 20 of Title 23 of the Code of Laws of South Carolina 1976, as amended (the "**Act**"), authorizes any law enforcement agency of the State to enter into a contractual arrangement with any other law enforcement agency of this State to provide additional law enforcement officers as may be necessary for the proper and prudent exercise of any public safety function.

The position of Chief of Police (the "**Police Chief**") for the Town of Lamar Police Department (the "**Police Department**"), is currently unfilled and the Town is in urgent need of a qualified individual to temporarily fulfill the duties of the Police Chief until such time as a suitable individual may be hired to permanently fill this position in order that the Police Department may continue to adequately fulfill its public safety functions under State law.

The Sheriff's Office has agreed to assign a designated certified officer (the "**Officer**") of the Sheriff's Office to the Police Department for a period of time to exercise those powers of a law enforcement officer of the Town, pursuant to the authorizations of the Act, and to exercise those administrative duties of the Police Chief of the Town pursuant to the terms hereof, provided that the Town pay to the County of Darlington, on a monthly basis, an amount set forth herein to compensate the Sheriff's Office for the time such Officer devotes to his role of exercising those powers of Police Chief.

**NOW, THEREFORE**, upon the terms and conditions set forth herein, for good and adequate consideration, the adequacy of which is hereby acknowledged, the Town and the Sheriff's Office agree as follows:

### **Section 1. Assignment; Duties; Term.**

(a) The Sheriff's Office hereby temporarily assigns, and the Town hereby directs the Officer to exercise the administrative duties of the Police Chief for the term set forth herein.

(b) Pursuant to Section 23-20-40(a) of the Act, the Officer is to exercise those administrative duties of the Police Chief, exercising any such administrative powers or authority that adhere to such position under the State Law and the Town's Code of Ordinances (the "**Town Code**").

With regard to Section 23-20-40(c) of the Act, the Town shall not be required to maintain any records regarding the performance of services to be provided by the Officer, except those records normally maintained for the position of Police Chief.

(c) The assignment of the Officer to the Police Department shall be for a term of six (6) months, to expire on February 28, 2019. The parties hereto may extend the term of such assignment by mutual agreement which shall be evidenced by an addendum executed by the parties indicating the term of any such extension.

**Section 2. Reporting; Employment of Officers; Jurisdiction & Exercise of Powers.**

(a) Pursuant to Section 23-20-40(f) of the Act, and as set forth in the Town Code, the Officer shall be under the control and supervision of, and shall report directly to, the Mayor of the Town (the "**Mayor**") and the Mayor shall continue to have authority to appoint new officers and fire existing officers of the Police Department.

(b) Pursuant to Section 23-20-50(b) of the Act, the Officer shall have the same legal rights, powers and duties to enforce the laws of the State as a law enforcement officer of the Police Department, and during the term of this Agreement, the performance of any and all law enforcement duties and the exercise of any legal rights or powers of the Officer pursuant to his status as a law enforcement officer of this State shall be performed, undertaken, or exercised under the color of law enforcement officer of the Town. The Officer shall remain an employee of the Sheriff's Office and the services provided by the Officer while temporarily assigned to the Police Department and shall be considered as incident to his employment by the Sheriff's Office and the County.

**Section 3. Reimbursement of Costs; Compensation.** Pursuant to Section 23-20-40(b), in consideration for the assignment of the Officer for the term set forth herein and in accordance with the provisions of Section 23-1-210(c), the Town shall pay to the County of Darlington the amount of \$24,894.50. During the term of this Agreement, the Officer shall remain employed and shall be compensated by the Sheriff's Office under such terms as the Sheriff's Office and the Officer shall determine. The Town shall have no responsibility to directly compensate the Officer at any time.

**Section 4. Assignment of Equipment; Insurance.** Pursuant to Section 23-20-40(g) of the Act, the Sheriff's Office hereby assigns to the Town the vehicle, firearm, and all other equipment issued to the Officer that is used in the normal performance of his duties, as each are described in **Exhibit A** hereto (the "**Assigned Equipment**"), subject to the indemnification and hold harmless provisions set forth in Section 5 hereof. The Assigned Equipment shall remain insured under any existing insurance policies of the County or the Sheriff's Office, as applicable.

**Section 5. Indemnification and Hold Harmless; Worker's Compensation.**

(a) Pursuant to and as authorized by Section 23-20-40(e) of the Act, to the fullest extent permitted by law, the Town shall indemnify, hold harmless, and defend the County and the Sheriff's Office against all liability claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful actions or omissions of the Officer during the term of this Agreement, except that this provision shall only apply to any such liability, claims, actions, damages, losses, and expenses that are not otherwise covered under any applicable insurance policy of the County or the Sheriff's Office.

(b) The Town shall ensure that the Officer is covered under the Town's general liability insurance policy for actions taken pursuant to this Agreement.

(c) The Sheriff's Office shall ensure that the Officer remains covered under necessary worker's compensation policies in accordance with applicable laws.

**Section 6. Termination.** This Agreement shall terminate upon the expiration of the term hereof, unless otherwise extended by the parties pursuant to Section 1(c). This Agreement may otherwise be terminated by either party at any time, except that the Sheriff's Office shall give the Town at least 15 days written notice prior to its termination of this Agreement in order to allow the Town adequate time to make other arrangements for the supervision of the Police Department.

**Section 7. Miscellaneous.**

(a) Pursuant to Section 23-20-50 of the Act, the Town shall be responsible for providing a copy of this Agreement to the Governor and the Director of the Department of Administration no later than one business day after its execution.

(b) Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation, other than the parties hereto, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof. This Agreement and each provision herein is intended to be and is

for the sole and exclusive benefit of the District and the Town.

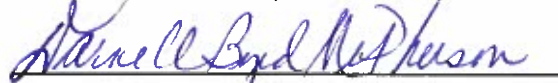
(c) The provisions hereof are severable, and in the event any one or more of such provisions is void or unenforceable, the remainder of this Agreement shall constitute the agreement between the parties as to the subject matter hereof.

(d) This Agreement represents the sole and exclusive agreement between the parties with respect to the subject matter hereof. This Agreement may be modified only in writing signed by the parties.

(e) This Agreement may be executed in duplicate originals and in several counterparts, and all of which duplicate originals and counterpart originals when taken together shall constitute this Agreement in its entirety.

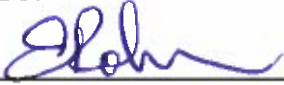
**IN WITNESS WHEREOF**, the Town has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

TOWN OF LAMAR, SOUTH CAROLINA



Darnell Byrd McPherson, Mayor

ATTEST:



Clerk

Signature Page of the Town

**IN WITNESS WHEREOF**, the Sheriff's Office has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

DARLINGTON COUNTY SHERIFF'S OFFICE

  
\_\_\_\_\_  
Tony Chavis, Sheriff

WITNESS:



**IN WITNESS WHEREOF**, the County has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

DARLINGTON COUNTY, SOUTH CAROLINA

  
Marion C. Stewart, III, County Administrator

ATTEST:

  
Clerk to County Council

Signature Page of the County

**EXHIBIT A**

**DESCRIPTION OF ASSIGNED EQUIPMENT**

The Assigned Equipment shall include the following items:

Vehicle: \_\_\_\_\_

Firearm: \_\_\_\_\_

Other Assigned Equipment: \_\_\_\_\_

\_\_\_\_\_

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