

RESOLUTION 2023/42

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A MUTUAL AID AGREEMENT WITH AIKEN COUNTY, ALLENDALE COUNTY, CHARLESTON COUNTY, COLLETON COUNTY, DORCHESTER COUNTY, FLORENCE COUNTY, GREENVILLE COUNTY, HAMPTON COUNTY, JASPER COUNTY, ORANGEBURG COUNTY, AND RICHLAND COUNTY OF SOUTH CAROLINA REGARDING RELOCATION OF DETAINEES ON A TEMPORARY BASIS DURING AN EMERGENCY

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this contract are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

WHEREAS, the Public Facilities and Safety Committee discussed and recommended consideration of the matter to full council; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned agreements.

NOW, THEREFORE, BE IT RESOLVED, by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute a Mutual Aid Agreements with Aiken County, Allendale County, Charleston County, Colleton County, Dorchester County, Florence County, Greenville County, Hampton County, Jasper County, Orangeburg County, and Richland County, of South Carolina for the reciprocal relocation of detainees on a temporary basis during an emergency.

DONE this 10th day of July 2023

COUNTY COUNCIL OF BEAUFORT COUNTY

By:



Joseph Passiment, Chairman

ATTEST:



Sarah W. Brock, Clerk to Council

THIS AGREEMENT is made and entered into this 18th day of August 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as "Beaufort County") and the Aiken County Detention Center, Aiken, South Carolina, (hereinafter referred to as "Aiken County").

WHEREAS, Beaufort County and Aiken County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the "Act") allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Aiken County as follows:

- 1. Parties.** This Agreement is entered into by and between the following South Carolina counties: Aiken County and Beaufort County ("Parties").
- 2. Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
- 3. Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
- 4. Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
- b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
- c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
- d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
- e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.

5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:

- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
- b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
- c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
- d. **Insurance.** The parties maintain general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund, or have a program of self-insurance sufficient to meet its insurance needs under this Agreement. Each party shall maintain those coverages throughout the Term.
- e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party

shall maintain that coverage throughout the Term.

6. Compliance with Section 23-20-40. The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.

- (1) Statement of Services. On a Temporary Basis during an Emergency,** the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
- (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
- (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
- (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
- (5) Legal Contingencies for Lawsuits or Damages.** Each Party will be responsible for responding to lawsuits and claims filed against it and for paying any damages imposed against such Party resulting from any lawsuits and claims.
- (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid

Agreement for the duration the detainees are in the Supporting Agencies facility. If support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency's facility.

(7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.

(8) **Processing FOIA Requests.** The South Carolina Freedom of Information Act (FOIA) guarantees the right 1) to attend meetings of public bodies except for those meetings which are permitted to be closed to the public, and 2) to inspect and obtain copies of non-exempt public records. The FOIA prescribes the process for responding to requests for public records. A public body's response to a given request depends upon which public body is the subject of the request, what records are requested, and whether or not the public body has any records responsive to the request. The Parties will cooperate with each other should the response to a FOIA request necessitate the participation of each based on the temporary relocation of a detainee as contemplated in this Agreement.

7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
 P.O. Box 1228
 Beaufort, South Carolina 29901

Copy to: Legal Department
 P.O. Box 1228
 Beaufort, South Carolina 29901

Aiken County: Aiken County Administrator
 1930 University Pkwy, Ste. 3100
 Aiken, South Carolina 29801-0009

Copy to: Legal Department
 1930 University Pkwy, Ste. 3600
 Aiken, South Carolina 29801-0009

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Aiken County, South Carolina by and through their duly authorized officers have set their hands and seals on this 21 day of August, 2023.

WITNESSES:

Cheryl Harris
Briana S. Hallbert

BEAUFORT COUNTY

By: 
Its: Interim County Administrator

WITNESSES:

Donna Johnston
Cheryl Mackey

AIKEN COUNTY

By: 
Its: County Administrator



STATE OF SOUTH CAROLINA)	MUTUAL AID AGREEMENT
)	REGARDING RELOCATION OF
COUNTY OF BEAUFORT)	DETAINEES ON A TEMPORARY BASIS
COUNTY OF ALLENDALE)	DURING AN EMERGENCY

THIS AGREEMENT is made and entered into this 27th day of September, 2024 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as "Beaufort County") and the Allendale County Detention Center, Allendale, South Carolina, (hereinafter referred to as "Allendale County").

WHEREAS, Beaufort County and Allendale County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the "Act") allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Allendale County as follows:

- 1. Parties.** This Agreement is entered into by and between the following South Carolina counties: Allendale County and Beaufort County ("Parties").
- 2. Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2029.
- 3. Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
- 4. Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
- b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
- c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
- d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
- e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.

5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party, and that other party shall have the right to terminate the Agreement with 60 days prior written notice:

- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
- b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
- c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
- d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
- e. **Workers Compensation.** Each party has workers' compensation coverage for all the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

6. Compliance with Section 23-20-40. The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.

- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
- (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
- (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
- (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
- (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
- (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency's facility.

(7) Use of Equipment and Facilities. Use of equipment and facilities shall be as necessary to carry out the Services.

(8) Processing FOIA Requests. If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request, and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
P.O. Box 1228
Beaufort, South Carolina 29901

Copy to: Legal Department
P.O. Box 1228
Beaufort, South Carolina 29901

Allendale County: Allendale County Administrator
P.O. Box 190
Allendale, South Carolina 29810-0190

Copy to: Legal Department
P.O. Box 840
Fairfax, South Carolina 28927-0840

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Allendale County, South Carolina by and through their duly authorized officers have set their hands and seals on this 27th day of September, 2024.

WITNESSES:

Chery Harris
SJ

WITNESSES:

Tonia Lapeas
Parwita Simmuts

BEAUFORT COUNTY

By: Millicent Mon
Its: County Administrator

ALLENDALE COUNTY

By: Shane H. Gray
Its: County Administrator

THIS AGREEMENT is made and entered into this 25 day of April, 2025 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as "Beaufort County") and the Charleston County Detention Center, Charleston, South Carolina, (hereinafter referred to as "Charleston County").

WHEREAS, Beaufort County and Charleston County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the "Act") allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County Administrator to enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by Beaufort County and Charleston County as follows:

- 1. Parties.** This Agreement is entered into by and between the following South Carolina counties: Charleston County and Beaufort County ("Parties").
- 2. Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2030.
- 3. Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
- 4. Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
- b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
- c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
- d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
- e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.

5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party, and that other party shall have the right to terminate the Agreement with 60 days prior written notice:

- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
- b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
- c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
- d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
- e. **Workers Compensation.** Each party has workers' compensation coverage for all of the people it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that cover throughout the Term.

6. Compliance with Section 23-20-40. The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.

- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
- (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day. The Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
- (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
- (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
- (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
- (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency's facility.

(7) Use of Equipment and Facilities. Use of equipment and facilities shall be as necessary to carry out the Services.

(8) Processing FOIA Requests. If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request, and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.

8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
P.O. Box 1228
Beaufort, South Carolina 29901

Copy to: Legal Department
P.O. Box 1228
Beaufort, South Carolina 29901

Charleston County: Charleston County Administrator
4045 Bridge View Dr.
N. Charleston, South Carolina 29405-7464

Copy to: Legal Department
4045 Bridge View Dr.
N. Charleston, South Carolina 29405-7464

This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Charleston County, South Carolina by and through their duly authorized officers have set their hands and seals on this _____ day of _____, 2025.

WITNESSES:

Cheryl Harris

BEAUFORT COUNTY

By: Michael N. Moore
Its: County Administrator

WITNESSES:

Paul W. B.

CHARLESTON COUNTY

By: William P. Tolson
Its: County Administrator

STATE OF SOUTH CAROLINA)	MUTUAL AID AGREEMENT
)	REGARDING RELOCATION OF
COUNTY OF BEAUFORT)	DETAINEES ON A TEMPORARY BASIS
COUNTY OF COLLETON)	DURING AN EMERGENCY

THIS AGREEMENT is made and entered into this 27th day of September, 2024 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as "Beaufort County") and the Colleton County Detention Center, Colleton, South Carolina, (hereinafter referred to as "Colleton County").

WHEREAS, Beaufort County and Colleton County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the "Act") allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Colleton County as follows:

- 1. Parties.** This Agreement is entered into by and between the following South Carolina counties: Colleton County and Beaufort County {"Parties"}.
- 2. Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2029.
- 3. Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
- 4. Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
- b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
- c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
- d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
- e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.

5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:

- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
- b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
- c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
- d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
- e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

6. Compliance with Section 23-20-40. The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.

- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
- (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
- (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
- (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
- (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
- (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency's facility.

(7) Use of Equipment and Facilities. Use of equipment and facilities shall be as necessary to carry out the Services.

(8) Processing FOIA Requests. If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request, and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
P.O. Box 1228
Beaufort, South Carolina 29901

Copy to: Legal Department
P.O. Box 1228
Beaufort, South Carolina 29901

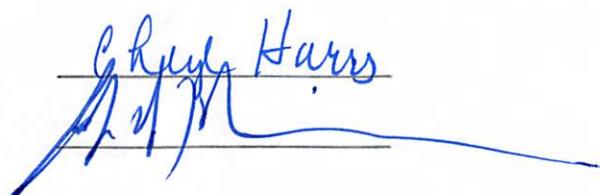
Colleton County: Colleton County Administrator
P.O. Box 157
Colleton, South Carolina 29488-0002

Copy to: Legal Department
P.O. Box 157
Colleton, South Carolina 29488-0002

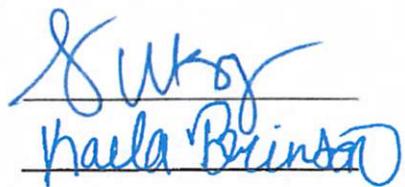
9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Colleton County, South Carolina by and through their duly authorized officers have set their hands and seals on this 27th day of September, 2024.

WITNESSES:

Guy Harris

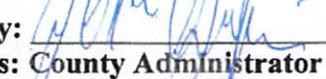
WITNESSES:

Kisha Brinston

BEAUFORT COUNTY

By: Michael Moore
Its: County Administrator

COLLETON COUNTY

By: John D. White
Its: County Administrator

STATE OF SOUTH CAROLINA)	MUTUAL AID AGREEMENT
		REGARDING RELOCATION OF
COUNTY OF BEAUFORT)	DETAINEES ON A TEMPORARY BASIS
COUNTY OF DORCHESTER)	DURING AN EMERGENCY

THIS AGREEMENT is made and entered into this _____ day of _____, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as "Beaufort County") and the Dorchester County Detention Center, Dorchester, South Carolina, (hereinafter referred to as "Dorchester County").

WHEREAS, Beaufort County and Dorchester County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the "Act") allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Dorchester County as follows:

- 1. Parties.** This Agreement is entered into by and between the following South Carolina counties: Dorchester County and Beaufort County ("Parties").
- 2. Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
- 3. Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
- 4. Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
- b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
- c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
- d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
- e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.

5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:

- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
- b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
- c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
- d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
- e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

6. **Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.

(1) **Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.

(2) **Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.

(3) **Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.

(4) **Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.

(5) **Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.

(6) **Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency's facility.

(7) Use of Equipment and Facilities. Use of equipment and facilities shall be as necessary to carry out the Services.

(8) Processing FOIA Requests. If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
P.O. Box 1228
Beaufort, South Carolina 29901

Copy to: Legal Department
P.O. Box 1228
Beaufort, South Carolina 29901

Dorchester County: Dorchester County Administrator
201 Johnston St.
St. George, South Carolina 29477-2412

Copy to: Legal Department
201 Johnston St.
St. George, South Carolina 29477-2412

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Dorchester County, South Carolina by and through their duly authorized officers have set their hands and seals on this _____ day of _____, 2023.

WITNESSES:

BEAUFORT COUNTY

By: _____
Its: **County Administrator**

WITNESSES:

DORCHESTER COUNTY

By: _____
Its: **County Administrator**

STATE OF SOUTH CAROLINA)	MUTUAL AID AGREEMENT
		REGARDING RELOCATION OF
COUNTY OF BEAUFORT)	DETAINEES ON A TEMPORARY BASIS
COUNTY OF HAMPTON)	DURING AN EMERGENCY

THIS AGREEMENT is made and entered into this _____ day of _____, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as "Beaufort County") and the Hampton County Detention Center, Hampton, South Carolina, (hereinafter referred to as "Hampton County").

WHEREAS, Beaufort County and Hampton County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the "Act") allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Hampton County as follows:

- 1. Parties.** This Agreement is entered into by and between the following South Carolina counties: Hampton County and Beaufort County ("Parties").
- 2. Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
- 3. Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
- 4. Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
- b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
- c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
- d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
- e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.

5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:

- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
- b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
- c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
- d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
- e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

6. Compliance with Section 23-20-40. The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.

(1) Statement of Services. On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.

(2) Financial Agreements. The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.

(3) Records to be Maintained. Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.

(4) Duration; Modification; and Termination of Agreement. The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.

(5) Legal Contingencies for Lawsuits or Damages. The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.

(6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency. Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency's facility.

(7) Use of Equipment and Facilities. Use of equipment and facilities shall be as necessary to carry out the Services.

(8) Processing FOIA Requests. If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
P.O. Box 1228
Beaufort, South Carolina 29901

Copy to: Legal Department
P.O. Box 1228
Beaufort, South Carolina 29901

Hampton County: Hampton County Administrator
200 Jackson Avenue E.
Hampton, South Carolina 29924

Copy to: Legal Department
P.O. Box 969
Estill, South Carolina 29918-0969

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Hampton County, South Carolina by and through their duly authorized officers have set their hands and seals on this _____ day of _____, 2023.

WITNESSES:

BEAUFORT COUNTY

By: _____
Its: **County Administrator**

WITNESSES:

HAMPTON COUNTY

By: _____
Its: **County Administrator**

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

RESOLUTION R-2023- 18A

**A RESOLUTION
OF JASPER COUNTY COUNCIL**

TO AUTHORIZE THE JASPER COUNTY ADMINISTRATOR TO EXECUTE A MUTUAL AID AGREEMENT WITH BEAUFORT COUNTY REGARDING THE RELOCATION OF DETAINEES ON A TEMPORARY BASIS DURING AN EMERGENCY, AS WELL AS PROVIDING AUTHORIZATION TO EXECUTE SIMILAR MUTUAL AID AGREEMENTS FOR RELOCATION OF DETAINEES WITH OTHER COUNTIES FROM TIME TO TIME AND MATTERS RELATED THERETO.

WHEREAS, Jasper County operates the Jasper County Detention Center (the "JCDC") as part of its county responsibilities, as do other counties; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the "Act") allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions so long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act;

WHEREAS, there are occasions when due to natural disasters such as hurricanes and other emergent circumstances, it is necessary and prudent to relocate detainees to another detention facility on a temporary basis; and

WHEREAS, Jasper County over the years has participated in multiple mutual aid agreements for the purpose of providing temporary detainee housing, and desires to continue to enter into such agreements now and in the future; and

WHEREAS, Jasper County Council finds that it is in the best interest of the citizens and residents of Jasper County for the County Administrator to enter into the attached Mutual Aid Agreement with Beaufort County, and further, that the Administrator should be authorized to execute mutual aid agreements regarding temporary relocation of detainees from time to time which comply with the requirements of the Act;

NOW THEREFORE BE IT RESOLVED by the Jasper County Council in council duly assembled and by the authority of the same:

1. Jasper County Council approves the attached Mutual Aid Agreement and authorizes the County Administrator to execute on behalf of Jasper County the attached Mutual Aid Agreement Regarding Relocation of Detainees on a Temporary Basis with any such grammatical or non-substantial edits as the by the County Attorney may recommend; and further, the County Administrator shall be and is hereby authorized to execute on behalf of Jasper County Mutual Aid Agreements with other counties regarding the temporary relocation of detainees that adhere to the requirements of Section 23-20-40 of the Act without further action of County Council.

2. This Resolution shall take effect upon approval by Council.



L. Martin Sauls, IV
Chairman of Jasper County Council

ATTEST:



Wanda Simmons
Clerk to Council

Adopted: Sept 5, 2023

It is required that the following Exhibit be attached before the second reading:

**MUTUAL AID AGREEMENT WITH BEAUFORT COUNTY REGARDING THE
RELOCATION OF DETAINEES ON A TEMPORARY BASIS DURING AN
EMERGENCY**

Reviewed for form and draftsmanship by the Jasper County Attorney.



David L. Tedder

Sept 5, 2023
Date

EXHIBIT "A"

**MUTUAL AID AGREEMENT WITH BEAUFORT COUNTY REGARDING THE
RELOCATION OF DETAINES ON A TEMPORARY BASIS DURING AN EMERGENCY**

STATE OF SOUTH CAROLINA)	MUTUAL AID AGREEMENT
)	REGARDING RELOCATION OF
COUNTY OF BEAUFORT)	DETAINEES ON A TEMPORARY BASIS
COUNTY OF JASPER)	DURING AN EMERGENCY

THIS AGREEMENT is made and entered into this 22 day of September, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as "Beaufort County") and the Jasper County Detention Center, Jasper, South Carolina, (hereinafter referred to as "Jasper County").

WHEREAS, Beaufort County and Jasper County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the "Act") allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Jasper County as follows:

- 1. Parties.** This Agreement is entered into by and between the following South Carolina counties: Jasper County and Beaufort County {"Parties"}.
- 2. Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
- 3. Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
- 4. Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
- b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
- c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
- d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
- e. **Temporary Basis.** A Temporary Basis (courtesy period) is a minimum of ten (10) calendar days.

5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:

- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
- b. **Authorization.** Prior to executing this Agreement, where required, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
- c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
- d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
- e. **Workers Compensation.** Each party has workers' compensation coverage for all the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall

maintain that coverage throughout the Term.

6. **Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
 - (1) **Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
 - (2) **Financial Agreements.** The Supporting Agency will provide secure housing for each detainee/inmate of the Requesting Agency on a Temporary Basis as a courtesy for a minimum of ten (10) days. The Requesting Agency shall pay the Supporting Agency \$52.00 per day for each day beyond the 10-day Temporary Basis courtesy period, in which the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services beyond the 10-day period. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency should also be responsible to pay for meals provided to its Corrections Officers and Staff by the Supporting Agency.
 - (3) **Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
 - (4) **Duration; Modification; and Termination of Agreement.** The duration of this Agreement shall be for a period of five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
 - (5) **Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
 - (6) **Control of Requesting Agency's Personnel If Relocated to Supporting**

Agency. Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency's facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request, and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
 P.O. Box 1228
 Beaufort, South Carolina 29901

Copy to: Legal Department
 P.O. Box 1228
 Beaufort, South Carolina 29901

Jasper County: Jasper County Administrator
 P.O. Box 1149
 Ridgeland, SC 29936-2620

Copy to: Legal Department
 P.O. Box 420
 Ridgeland, South Carolina 29936-2607

- 9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Jasper County, South Carolina by and through their duly authorized officers have set their hands and seals on this 22 day of Sept, 2023.

WITNESSES:

Cheryl Hans
Denise Christmas

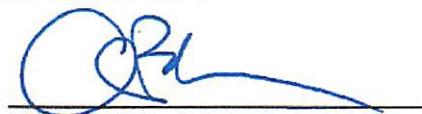
BEAUFORT COUNTY

By: 
Its: County Administrator

WITNESSES:

Beth Tolson
Arthur Benjamin

JASPER COUNTY

By: 
Its: County Administrator

STATE OF SOUTH CAROLINA)	MUTUAL AID AGREEMENT
		REGARDING RELOCATION OF
COUNTY OF BEAUFORT)	DETAINEES ON A TEMPORARY BASIS
COUNTY OF LEXINGTON)	DURING AN EMERGENCY

THIS AGREEMENT is made and entered into this _____ day of _____, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as "Beaufort County") and the Lexington County Detention Center, Lexington, South Carolina, (hereinafter referred to as "Lexington County").

WHEREAS, Beaufort County and Lexington County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the "Act") allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Lexington County as follows:

- 1. Parties.** This Agreement is entered into by and between the following South Carolina counties: Lexington County and Beaufort County {"Parties"}.
- 2. Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
- 3. Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
- 4. Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
- b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
- c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
- d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
- e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.

5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:

- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
- b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
- c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
- d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
- e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

6. **Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.

(1) **Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.

(2) **Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.

(3) **Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.

(4) **Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.

(5) **Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.

(6) **Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency's facility.

(7) Use of Equipment and Facilities. Use of equipment and facilities shall be as necessary to carry out the Services.

(8) Processing FOIA Requests. If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
P.O. Box 1228
Beaufort, South Carolina 29901

Copy to: Legal Department
P.O. Box 1228
Beaufort, South Carolina 29901

Lexington County: Lexington County Administrator
212 S Lake Dr, Ste 602
Lexington, South Carolina 29072-3410

Copy to: Legal Department
140 E Main St.
Lexington, South Carolina 29072-3434

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Lexington County, South Carolina by and through their duly authorized officers have set their hands and seals on this _____ day of _____, 2023.

WITNESSES:

BEAUFORT COUNTY

By: _____
Its: **County Administrator**

WITNESSES:

LEXINGTON COUNTY

By: _____
Its: **County Administrator**

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as "Beaufort County") and the Orangeburg County Detention Center, Orangeburg, South Carolina, (hereinafter referred to as "Orangeburg County").

WHEREAS, Beaufort County and Orangeburg County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the "Act") allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Orangeburg County as follows:

- 1. Parties.** This Agreement is entered into by and between the following South Carolina counties: Orangeburg County and Beaufort County {"Parties"}.
- 2. Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
- 3. Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
- 4. Additional Definitions.** In addition to those terms that are defined via

parenthetical herein, the following capitalized terms have the following meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
- b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
- c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
- d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
- e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.

5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:

- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
- b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
- c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
- d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
- e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party

shall maintain that coverage throughout the Term.

6. **Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
 - (1) **Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
 - (2) **Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
 - (3) **Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
 - (4) **Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
 - (5) **Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
 - (6) **Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid

Agreement for the duration the detainees are in the Supporting Agencies facility. If support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency's facility.

(7) Use of Equipment and Facilities. Use of equipment and facilities shall be as necessary to carry out the Services.

(8) Processing FOIA Requests. If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
 P.O. Box 1228
 Beaufort, South Carolina 29901

Copy to: Legal Department
 P.O. Box 1228
 Beaufort, South Carolina 29901

Orangeburg County: Orangeburg County Administrator
 P.O. Box 9000
 Orangeburg, South Carolina 29116-9000

Copy to: Legal Department
 2015 Broughton St.
 Orangeburg, South Carolina 29115-4679

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Orangeburg County, South Carolina by and through their duly authorized officers have set their hands and seals on this _____ day of _____, 2023.

WITNESSES:

BEAUFORT COUNTY

By: _____
Its: **County Administrator**

WITNESSES:

ORANGEBURG COUNTY

By: _____
Its: **County Administrator**

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
COUNTY OF RICHLAND)

**MUTUAL AID AGREEMENT
REGARDING RELOCATION OF
DETAINEES ON A TEMPORARY BASIS
DURING AN EMERGENCY**

THIS AGREEMENT is made and entered into this _____ day of _____, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as "Beaufort County") and the Richland County Detention Center, Richland, South Carolina, (hereinafter referred to as "Richland County").

WHEREAS, Beaufort County and Richland County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the "Act") allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Richland County as follows:

- 1. Parties.** This Agreement is entered into by and between the following South Carolina counties: Richland County and Beaufort County ("Parties").
- 2. Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
- 3. Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
- 4. Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
- b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
- c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
- d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
- e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.

5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:

- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
- b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
- c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
- d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
- e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

6. Compliance with Section 23-20-40. The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.

(1) Statement of Services. On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.

(2) Financial Agreements. The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.

(3) Records to be Maintained. Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.

(4) Duration; Modification; and Termination of Agreement. The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.

(5) Legal Contingencies for Lawsuits or Damages. The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.

(6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency. Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency's facility.

(7) Use of Equipment and Facilities. Use of equipment and facilities shall be as necessary to carry out the Services.

(8) Processing FOIA Requests. If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
 P.O. Box 1228
 Beaufort, South Carolina 29901

Copy to: Legal Department
 P.O. Box 1228
 Beaufort, South Carolina 29901

Richland County: Richland County Administrator
 2020 Hampton St, Ste 4069
 Columbia, South Carolina 29204-1002

Copy to: Legal Department
 P.O. Box 192
 Columbia, South Carolina 29202-0192

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Richland County, South Carolina by and through their duly authorized officers have set their hands and seals on this _____ day of _____, 2023.

WITNESSES:

BEAUFORT COUNTY

By: _____
Its: **County Administrator**

WITNESSES:

RICHLAND COUNTY

By: _____
Its: **County Administrator**

STATE OF SOUTH CAROLINA)	MUTUAL AID AGREEMENT
)	REGARDING RELOCATION OF
COUNTY OF BEAUFORT)	DETAINEES ON A TEMPORARY BASIS
COUNTY OF GREENVILLE)	DURING AN EMERGENCY

THIS AGREEMENT is made and entered into this 27th day of September 2024 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as "Beaufort County") and the Greenville County Detention Center, Greenville, South Carolina, (hereinafter referred to as "Greenville County").

WHEREAS, Beaufort County and Greenville County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the "Act") allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Greenville County as follows:

- 1. Parties.** This Agreement is entered into by and between the following South Carolina counties: Greenville County and Beaufort County {"Parties"}.
- 2. Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
- 3. Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
- 4. Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
- b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
- c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
- d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
- e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.

5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party, and that other party shall have the right to terminate the Agreement with 60 days prior written notice:

- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
- b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
- c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
- d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
- e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

6. Compliance with Section 23-20-40. The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.

(1) Statement of Services. On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.

(2) Financial Agreements. The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.

(3) Records to be Maintained. Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.

(4) Duration; Modification; and Termination of Agreement. The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.

(5) Legal Contingencies for Lawsuits or Damages. The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.

(6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency. Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency's facility.

(7) Use of Equipment and Facilities. Use of equipment and facilities shall be as necessary to carry out the Services.

(8) Processing FOIA Requests. If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request, and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
P.O. Box 1228
Beaufort, South Carolina 29901

Copy to: Legal Department
P.O. Box 1228
Beaufort, South Carolina 29901

Greenville County: Greenville County Administrator
301 University Rdg.
Greenville, South Carolina 29601

Copy to: Legal Department
301 University Rdg.
Greenville, South Carolina 29601

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Greenville County, South Carolina by and through their duly authorized officers have set their hands and seals on this 27th day of September 2024.

WITNESSES:

Chey Hause

BEAUFORT COUNTY

By: Michael Morris
Its: County Administrator

WITNESSES:

Lauren Bierstrap

GREENVILLE COUNTY

By: Spencer
Its: County Administrator