

RESOLUTION NO.: R-2012-096

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*Authorizing the City Manager and Chief of Police to execute
a Mutual Aid Agreement and a Narcotics Enforcement Agreement between the
City of Columbia and the City of Columbia Police Department, Lancaster County
and the Lancaster County Sheriff's Department*

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this 16th day of October, 2012, that the City Manager and the Chief of Police are hereby authorized to execute duplicate originals of the attached Mutual Aid Agreement and Narcotics Enforcement Agreement, or in a form approved by the City Attorney if non-material terms are amended, for the uses and purposes therein mentioned, between the City of Columbia and the City of Columbia Police Department, Lancaster County and the Lancaster County Sheriff's Department.

Requested by:

Randy Scott, Chief of Police

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:

City Attorney

City Clerk

Introduced: 10/16/2012

Final Reading: 10/16/2012

STATE OF SOUTH CAROLINA)
)
COUNTIES OF RICHLAND) MUTUAL AID AGREEMENT
AND LANCASTER)

This agreement is made and entered by and between the City of Columbia, South Carolina for itself and the City of Columbia Police Department, and the Lancaster County Sheriff's Office, and shall be effective on the date that the agreement has been signed by both parties and approved by their governing bodies.

WHEREAS, Sections 23-20-10 through 23-20-50 of the Code of Laws of South Carolina (1976), as amended, authorize law enforcement agencies to enter into contractual agreements with other law enforcement providers as may be necessary for the proper and prudent exercise of public safety functions. These sections specify contractual provisions and approvals that are required for such an agreement. The officers of a law enforcement provider under such an agreement have the same legal rights, powers, and duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services; and,

WHEREAS, the parties hereto desire to enter into such an agreement to promote public safety for the purpose of securing to each other the benefits of mutual aid; and,

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in law enforcement matters by the temporary assignment of law enforcement officers between jurisdictions to the fullest extent as is allowed by law; and,

WHEREAS, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law; and,

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

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Assistance. The assistance to be rendered pursuant to this Agreement shall solely involve the temporary transfer or assignment of law enforcement officers and/or equipment from one party's jurisdiction to the other. When so transferred or assigned, such law enforcement officers shall have all rights, powers, authority and duties to enforce the laws of South Carolina as a law enforcement officer employed by the jurisdiction to which he is transferred or assigned.
2. Request for Assistance. The request for law enforcement assistance may be made for assistance with public safety functions, which include traditional public safety activities which are performed over a specified period of time for patrol services, crowd control and traffic control, and other emergency service situations, including, but not limited to:
 - a. Emergency situations
 - b. Riot or disorder

- c. Natural disaster
- d. Mass processing of arrests
- e. Transporting prisoners
- f. Operating temporary detention facilities
- g. Vehicular pursuits

3. Primary Responsibility. It is agreed and understood that the primary responsibility of the parties hereto is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance.

4. Procedure for Requesting Mutual Aid.

a. Request. A request for assistance shall only be made by the Sheriff or Chief of Police, if available, and otherwise by the senior duty officer of the law enforcement agency requiring such assistance. The request shall include a description of the situation creating the need for assistance, the number of law enforcement officers requested, the location to which the personnel are to be dispatched, and the officer in charge at such location.

b. Reply. A reply to any request for assistance shall only be made by the Sheriff or Chief of Police, if available, and otherwise by the senior duty officer of the law enforcement agency whose assistance is requested. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to be furnished.

c. Officer-In-Charge. The personnel temporarily transferred or assigned by the assisting law enforcement agency shall report to the Officer-In-Charge of the requesting law enforcement agency at the designated location or by way of radio contact and shall be subject to the orders and commands of that official. The assisting law enforcement officers shall exert their best efforts to cooperate with and aid the requesting law enforcement agency.

d. Release. The law enforcement officers temporarily transferred or assigned shall be released by the Officer-In-Charge when their services are no longer required or when they are needed to respond to a situation within the geographical boundaries of their own jurisdiction; provided, however, the assisting law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this state, officers assigned under this agreement shall be vested with all authority, jurisdiction, rights, immunities and privileges within the requesting jurisdiction for the purposes of investigation, arrest, or any other activity related to the purpose for which they were requested. Local ordinances adopted by a sending agency shall not be deemed extended into areas which are outside the territorial limits of the sending jurisdiction.

6. Radio Communication. Radio communication between the requesting law enforcement agency and the assisting law enforcement officers shall be maintained by use of the State regional

radio channel system, unless a radio channel that is mutually shared by the parties hereto is otherwise available.

7. Compensation and Reimbursement. The temporary transfer or assignment of law enforcement officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension or retirement rights of such transferred or assigned officers, and such officers shall continue to be paid by the agency where they are permanently employed.

The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of increased investigation and prevention of narcotics and related offenses in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

8. Equipment and Facilities. Each party shall supply the equipment for its law enforcement officers and shall bear the risk of its damage or loss; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damaged party for its loss. The host agency will provide the facilities for law enforcement operations and will designate its location at the time assistance is requested.

9. Records. The requesting law enforcement agency shall be primarily responsible to maintain records relating to the incident for which assistance has been requested. However, each law enforcement agency shall maintain records of activities of its personnel that would generate records in its own jurisdiction including, but not limited to, incident reports, records of the application or execution of an arrest or search warrant, incident reports for arrests made by its personnel, uniform traffic tickets issued, and use of force forms. Each party shall make these records available to the other party upon request and without cost.

10. Insurance and Bond. It is agreed and understood that the parties hereto shall be solely responsible for maintaining such insurance protection and workers compensation coverage on its employees as may be required by law or deemed advisable by the party. The bond, if any, for any officers operating under this agreement, shall include coverage for their activity in the other jurisdiction covered by this agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of that county or municipality.

11. Employment Status. Nothing herein contained shall be construed or interpreted to imply that the law enforcement officers temporarily transferred or assigned in accordance with this Agreement shall be employees of the law enforcement agency requesting such assistance.

12. Legal Contingencies. Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, costs, damages or verdicts incurred by the other party in such a legal action.

13. No Indemnification or Third-Party Rights. The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such a right. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any person or entity not a party to this agreement.

14. Other Agreements and Investigations. This Agreement shall not repeal or supersede any existing agreements between the parties hereto nor does it restrict in any way the normal, cooperation between law enforcement agencies concerning ongoing criminal investigations.

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

16. Duration. This Agreement will continue in effect until terminated by one of the parties.

17. Termination. This Agreement may be terminated by either party by providing written notice to the other party. Such notice becomes effective upon receipt of the notice by the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates shown below.

WITNESSES:

Carri J. Dujina
Elizabeth Fisher

City of Columbia, South Carolina

By: Sh A. [Signature]
City Manager

Date: 10/22/12

By: _____
Police Chief

Date: _____

Lancaster County Sheriff's Office

By: _____
Sheriff

Date: _____