

RESOLUTION NO.: R-2015-013

ORIGINAL
STAMPED IN RED

*Authorizing the City Manager and Chief of Police to execute a
Mutual Aid Agreement between the City of Columbia and City of Columbia
Police Department and the Town of Pine Ridge and the
Town of Pine Ridge Police Department*

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this 17th day of February, 2015, that the City Manager and the Chief of Police are hereby authorized to execute duplicate originals of the attached Mutual Aid Agreement between the City of Columbia and City of Columbia Police Department and the Town of Pine Ridge and the Town of Pine Ridge Police Department.

Requested by:

City Manager

Mayor

Approved by:

City Manager

Approved as to form:

City Attorney

ATTEST:

City Clerk

Introduced: 2/17/2015

Final Reading: 2/17/2015

Assistance: The Assistance to be rendered pursuant to this Agreement shall solely involve the temporary transfer of the law enforcement officers from one part's jurisdiction to the other. When so transferred, such law enforcement officers shall have all the powers and authority of a law enforcement officer employed by the jurisdiction to which he is transferred.

- (1) **Request for Assistance:** The temporary transfer of the law enforcement may be requested in response to any law enforcement related need 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
- (2) **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.
- (3) **Procedure for Requesting Mutual Aid:**
 - a. **Requested:** A request for assistance shall only be made by the Chief of Police, or his designee holding the rank of Lieutenant / acting Corporal or above, or 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 Chief of Police or his designee holding the rank of Lieutenant / Acting Corporal or above, of the law enforcement agency whose assistant 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 by the assisting law enforcement agency shall report to the Officer-in-charge of the requesting law enforcement agency at the designated location and shall be subject to the orders and commands of that official. The assisting law enforcement agency.
 - d. **Release:** The law enforcement officers temporarily transferred 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 services prior to being released.
- (4) **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.
 - (5) **Compensation:** The temporary transfer 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 officers, and such officers continue to be paid by the agency where they are permanently employed, with the sending agency being reimbursed for their expenses and services by the agency to which they were transferred.
 - (6) **Insurance** It is agreed and understood that the parties hereto shall be solely responsible for maintaining insurance protection and workers compensation coverage on its employees at all times.
 - (7) **Employment Status:** Nothing herein contained shall be construed or interpreted to imply that the law enforcement officers temporarily transferred in accordance with this Agreement shall be employees of the law enforcement agency requesting such assistance.
 - (8) **Narcotics Investigators:** This Agreement shall not repeal or supersede any existing agreements between the parties hereto concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict in any way the normal, cooperative activities between law enforcement agencies concerning on-going criminal investigations.
 - (9) **Modifications:** This Agreement shall not be modified, amended or changed in any manner except upon the express written consent of the parties hereto.

- (10) Duration: This Agreement will continue in effect until terminated by one of the parties.
(11) 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.

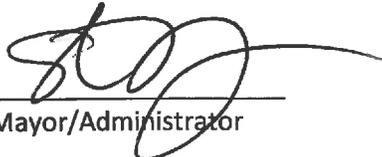
IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the date first above written.

WITNESSES:

Columbia Police Department

Skip Holbrook, Chief of Police

Erika D. Moore


Mayor/Administrator

Amie Harrell

Pine Ridge Police Department
West Columbia, SC 29172

Billy Parker
Billy. Parker, Chief of Police



Daniel Busby
Mayor/Administrator

APPROVED AS TO FORM


Legal Department City of Columbia, SC

Matter No: 14040760
Attorney: DAF WMAH
Date In: 4/28/14
File No: 25015-013
Date Out: 2/10/2015

Ardis, Shari

From: Ardis, Shari
Sent: Monday, April 28, 2014 2:46 PM
To: Fernandez, David A; Hines, Rick
Cc: Legal Review
Subject: FW: Pine Ridge Mutual Aid Agreement

Matter #14040760. (I've also printed you a hard copy.)
This will require a written resolution of City Council before it can be signed. Please return to me for preparation and scheduling once it has been approved.
Thank you.

From: Hines, Rick
Sent: Monday, April 28, 2014 11:06 AM
To: Legal Review
Subject: Pine Ridge Mutual Aid Agreement



PineRidgePDMA...

R. J. Hines, Police Major
City of Columbia Police Department
Police/Administrative Services Division
#1 Justice Square
Columbia, SC 29201-3165
Phone: (803) 545-3570 Fax: (803) 733-8265



not given consent for Officer Rhodes to take her purse and search it. One aspect of her argument was that the explicit right to privacy provision in S. C. Const. art. I, § 10 grants protection above and beyond the Fourth Amendment. She argued our state constitution required the officer to inform her of the right to refuse consent, and that Officer Rhodes exceeded his authority in the search of her purse. The trial court disagreed. The trial court refused to rule the right to privacy provision required Officer Rhodes to inform

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Forrester of her right to refuse consent. The case then proceeded directly to trial.

In most cases, "[m]aking a motion *in limine* to exclude evidence at the beginning of trial does not preserve an issue for review because a motion *in limine* is not a final determination. The moving party, therefore, must make a contemporaneous objection when the evidence is introduced." See *State v. Simpson*, 325 S.C. 37, 479 S.E.2d 57 (1996). However, where a judge makes a ruling on the admission of evidence on the record immediately prior to the introduction of the evidence in question, the aggrieved party does not need to renew the objection. The issue is preserved:

Because no evidence was presented between the ruling and [the] testimony, there was no basis for the trial court to change its ruling. Thus, ... [the] motion was not a motion *in limine*. The trial court's ruling in this instance was in no way preliminary, but to the contrary, was a final ruling. Accordingly, [the defendant] was not required to renew her objection to the admission of the testimony in order to preserve the issue for appeal.

State v. Mueller, 319 S.C. 266, 268-69, 460 S.E.2d 409, 410 (Ct.App.1995). Here, the witness introducing the cocaine for the state was the initial witness in the trial. No evidence was taken between the trial court's ruling on the admission of the cocaine and its introduction. Since no opportunity existed for the court to change its ruling, Forrester did not need to object a second time to the introduction of the cocaine for the issue to be properly preserved for review. *Samples v. Mitchell*, 329 S.C. 105, 495 S.E.2d 213 (Ct.App.1997); see also *Toal, Vatal, & Muckenfuss, Appellate Practice in South Carolina 76* (1999).

II. The Right to Privacy and Consensual Searches

A. Relationship Between the Federal and State Constitutions

The Fourth Amendment to the United States Constitution prohibits unreasonable searches and seizures. The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, ...

U.S. Const. amend. IV. Beginning in the early twentieth century, the United States Supreme Court declared that evidence seized in violation of the Fourth Amendment must be excluded in federal criminal proceedings. *Weeks v. United States*, 232 U.S. 383, 34 S.Ct. 341, 58 L.Ed. 652 (1914). Later, the Court applied the Fourth Amendment and its exclusionary rule to the individual states as well. See *Mapp v. Ohio*, 367 U.S. 643, 81 S.Ct. 1684, 6 L.Ed.2d 1081 (1961); *Wolf v. Colorado*, 338 U.S. 25, 69 S.Ct. 1359, 93 L.Ed. 1782 (1949). Therefore, all citizens enjoy this federal



Pine Ridge Police Department

2757 Fish Hatchery Rd
West Columbia, SC 29172

Phone: (803) 755-2500
Fax: (803) 955-0605

Billy Parker
Chief of Police

April 10, 2014

Dear Chief Holbrook

We sincerely appreciate the working relationship we have with your agency and are looking forward to another year of teamwork with all the agencies in the Midlands. In order for our agencies to participate in activities and emergency situations together, we need to update our mutual aid agreement because we have a new Chief.

We are enclosing two copies of our Mutual Aid Agreement that meets the requirements of the South Carolina Supreme Court decision. Our Governing authority, Mayor David Busby, and I have signed the attached agreement. Please have your council person, mayor, city manager or appropriate authority to also sign this agreement, along with two witnesses and return a copy to our agency and keep a copy for your files. Please note that there is not an expiration date. The agreement will be in effect as long as the agency heads and governing authority remain the same as noted in the agreement.

Again, we look forward to working with you agency. If you have any questions concerning the enclosed, please feel free to call me at 755-2500.

Sincerely,

A handwritten signature in cursive script that reads "Billy Parker".

Billy Parker
Chief of Police



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Billy Parker
Chief of Police

Now comes the Pine Ridge Police Department, by and through its undersigned Chief, requesting that the Town of Pine Ridge as its governing body approve the multi-jurisdictional agreements pursuant to S.C. Code of Laws 23-20-50, Which have been entered into pursuant to S.C. Code of Laws 23-1-215. The approval being sought through this document pursuant to S.C. Code of Laws 23-20-50 is stated in pertinent part as follows:

An agreement entered into pursuant to this chapter on behalf of law enforcement authority must be approved by the appropriate state, county or local law enforcement authority's chief executive officer. A state law enforcement authority must provide a copy of the agreement to the Governor and the Executive Director of the State Budget and Control Board no later than one business day after executing the agreement. An agreement entered into with a local law enforcement authority pursuant to this chapter must be approved by the governing body of each jurisdiction. For agreements entered into prior to June 1, 2000, the agreement may be ratified by the governing body of each jurisdiction.

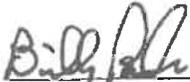
The multi-jurisdictional agreements that are the subject of the approval contained herein include:

Aiken County Sheriff's Office
Calhoun County Sheriff's Department
Chapin Police Department
Columbia Metro Department of Public Safety
Forest Acres Police Department
Irmo Police Department
Lexington Medical Center DPS
McCormick Police Department
Pelion Police Department
Saluda County Sheriff's Department
Springdale Police Department
USC Division of Law Enforcement & Safety

Batesburg-Leesville Police Department
Cayce Department of Public Safety
Columbia College Police Department
Columbia Police Department
Gaston Police Department
Lexington County Sheriff's Department
Lexington Police Department
Myrtle Beach Police Department
Richland County Sheriff's Department
South Congaree Police Department
Swansea Police Department
West Columbia Police Department

Respectively Submitted:

Approved by:


Billy Parker, Chief
Pine Ridge Police Department

4/10/14
Date


David Busby
Town of Pine Ridge

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

MUTUAL AID AGREEMENT

THIS AGREEMENT made and entered into this 10th day of April 2014, by and between the Pine Ridge Police Department, Pine Ridge, South Carolina and the Columbia Police Department, Columbia, South Carolina, to be effective this date.

WITNESSETH:

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina (1976), as amended provides:

- (A) Any Municipal or County Law Enforcement Officer may be transferred on a temporary basis to work in Law Enforcement in any other Municipality or County in this State under the conditions set forth in this section, and when so transferred shall have all powers and authority of a Law Enforcement Officer employed by the jurisdiction to which he is transferred.
- (B) Prior to any transfer as authorized in subsection (A), the concerned municipalities or counties shall enter into written agreements stating the conditions and terms of the temporary employment of Officers to be transferred. The bond for any Officer transferred shall include coverage for the activity in the municipality or county to which he is transferred in the same manner and to the same extent provided by bonds of regularly employed officers of that municipality or county.
- (C) Agreements made pursuant to subsection (B) shall provide that temporary transfers shall in no manner affect or reduce the compensation, pension or retirement rights of transferred officers and such officers shall continue to be paid by the county or municipality where they are permanently employed, with the sending county or municipality being reimbursed for their services by the county or municipality to which they are transferred.

WHEREAS, the Pine Ridge Police Department desires to enter into such an agreement with the Columbia Police Department for the purpose of securing to each other the benefits of mutual aid.

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 hereto agree as follows:

Assistance: The Assistance to be rendered pursuant to this Agreement shall solely involve the temporary transfer of the law enforcement officers from one part's jurisdiction to the other. When so transferred, such law enforcement officers shall have all the powers and authority of a law enforcement officer employed by the jurisdiction to which he is transferred.

- (1) **Request for Assistance:** The temporary transfer of the law enforcement may be requested in response to any law enforcement related need including, but not limited to:
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Erika D. Moore


Mayor/Administrator

Annie Harrell

Pine Ridge Police Department
West Columbia, SC 29172


Billy Parker, Chief of Police




Mayor/Administrator



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Sincerely,

A handwritten signature in black ink that reads "Billy Parker".

Billy Parker
Chief of Police





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Forest Acres Police Department
Irmo Police Department
Lexington Medical Center DPS
McCormick Police Department
Pelion Police Department
Saluda County Sheriff's Department
Springdale Police Department
USC Division of Law Enforcement & Safety

Batesburg-Leesville Police Department
Cayce Department of Public Safety
Columbia College Police Department
Columbia Police Department
Gaston Police Department
Lexington County Sheriff's Department
Lexington Police Department
Myrtle Beach Police Department
Richland County Sheriff's Department
South Congaree Police Department
Swansea Police Department
West Columbia Police Department

Respectively Submitted:

Approved by:

Billy Parker, Chief
Pine Ridge Police Department

4/10/14
Date

David Busby
Town of Pine Ridge

