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**RESOLUTION NO.: R-2015-054**

*Authorizing the City Manager and Chief of Police to execute a Memorandum of Agreement between the City of Columbia and McEntire Joint National Guard Base, 169th Fighter Wing*

BE IT RESOLVED by the Mayor and City Council this 21st day of July, 2015, that the City Manager and the Chief of Police are authorized to execute the attached Memorandum of Agreement, or on a form approved by the City Attorney between the City of Columbia, City of Columbia Police Department and McEntire Joint National Guard base, 169th Fighter Wing.

Requested by:

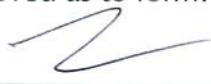
City Manager \_\_\_\_\_

  
\_\_\_\_\_  
Mayor

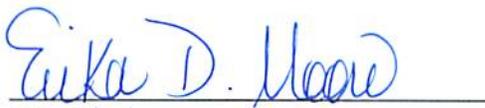
Approved by:

  
\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: 7/21/2015  
Final Reading: 7/21/2015



Department of the Air Force  
South Carolina Air National Guard  
169<sup>th</sup> Fighter Wing, McEntire JNGB  
1325 South Carolina Road Eastover South Carolina 29044



MEMORANDUM OF AGREEMENT  
BETWEEN  
**COLUMBIA POLICE DEPARTMENT**  
RICHLAND COUNTY, SOUTH CAROLINA  
AND  
**McENTIRE JNG BASE, 169<sup>TH</sup> FIGHTER WING**  
EASTOVER, SOUTH CAROLINA

SUBJECT: Inter-department Law Enforcement Memorandum of Agreement

1. **Purpose:** To establish written policies and procedures for agencies when rendering assistance related to law enforcement issues and the use of McEntire JNG Base for the purpose of conducting skills training. This memorandum will also address certain procedures, reimbursements, and other responsibilities associated with the use of the installation areas and facilities by the Columbia Police Department.
2. **Scope:** This agreement will apply anytime assistance is rendered between departments for cases outlined below.
3. **Columbia Police Department (CPD) agrees:**
  - a. Give prior notification to the 169<sup>th</sup> Security Forces Squadron before arriving on McEntire JNG Base. This may be done by calling the Base Defense Operations Center (BDOC) at (803) 647-8284.
  - b. Provide information deemed appropriate by the Police Chief or his designee, concerning Airmen arrested by CPD.
  - c. Provide the Security Forces Squadron with a list of Airmen with outstanding warrants, or those who are wanted for questioning by CPD.
  - d. Share in all types of training events beneficial to CPD and McEntire JNGB Security Forces when possible. Maintain open lines of communications utilizing Land Mobile Radio (LMR), telephone, and personal contact.
  - e. Give prior notification of skills training to the 169<sup>th</sup> Logistics Plans Office at least thirty (30) days in advance before arriving on McEntire JNG Base. This may be done by calling the Logistics Plans Office at (803) 647-8281.

- f. Share criminal intelligence information that will assist the Security Forces Squadron with Force Protection of the installation and the apprehension of wanted criminals.

**4. McEntire Joint National Guard Base, 169<sup>th</sup> Security Forces Squadron will:**

- a. Assist CPD with locating Airmen stationed at McEntire JNG Base for criminal warrants, civil summons, and investigations that require CPD to enter McEntire JNG Base on a case by case basis and with the approval of the installation commander.
- b. Coordinate with CPD a time and place where Airmen who are wanted by CPD will be taken into custody with the approval of the installation commander.
- c. Assist CPD with any investigations that involve Airmen on McEntire JNG Base and will provide any and all information to assist with the investigation. Note: The Commander, 169 Fighter Wing must approve release of information concerning current deployed Airmen.
- d. Take custody of Airmen when CPD Policies allow transfer of custody to the Security Forces Squadron in lieu of confinement (i.e. Suspended Drivers License, Disorderly Conduct, and Public Drunk).
- e. Provide law enforcement support to reported crimes outside McEntire JNG Base jurisdiction (i.e. vehicle evades traffic stop outside McEntire JNG Base by entering installation).
- f. Share in all types of training events beneficial to CPD and McEntire JNGB Security Forces when possible. Maintain open lines of communications utilizing Land Mobile Radio (LMR), telephone, and personal contact.  
In addition, the intent of this memorandum is to establish a two way agreement between the South Carolina Air National Guard (SCANG) and the Columbia Police Department related to the use of a portion of McEntire JNG Base for the purpose of conducting skills training. This memorandum will also address certain procedures, reimbursements, and other responsibilities associated with the use of McEntire areas and facilities by the Columbia Police Department. This usage will be limited to the following:
  - i. The currently inactive portion of the Army Aviation runway that runs parallel to North Carolina Rd.
  - ii. Portions of the base perimeter road and wooded areas adjacent to the base pond site.

*mtf*

- iii. The base weapons qualification range for non-firing training activities
- iv. Any other area on base that is coordinated by the McEntire primary point of contact (POC) and the training Sergeant.
- v. Classroom space at Bldg. 979 (Security Forces Squadron).
- g. The 169 Logistic Plans Office will advise CPD of the availability of areas and facilities to be used by CPD for skills training. The 169 LRS/LGRR will then schedule those areas and facilities for use by CPD for skills training.
- h. The installation commander or his designated representative reserves the right to temporarily discontinue training or deny access to McEntire JNGB at any time for any reason.
- i. Share all criminal intelligence information that will assist local law enforcement with Force Protection in their jurisdiction and the apprehension of wanted criminals.

**5. Hot Pursuit Into Adjoining Jurisdictions:**

- a. CPD is authorized to conduct hot pursuits into McEntire JNG Base of individuals suspected of committing any violation of South Carolina law.
- b. In all cases, notification of hot pursuit and request for assistance among agencies should be made through the most immediate means possible.
- c. In all cases, emergency equipment will be used and vehicle speed will not endanger the public or be too fast for conditions.
- d. In all cases, visual loss of contact with the subject or vehicle terminates the pursuit.
- e. Each party will develop internal procedures to carry out the purposes of this agreement safely.
- f. This agreement does not change existing procedures to serve arrest warrants on McEntire JNG Base except in hot pursuit situations.

**6. Both parties agree that they will be responsible for their own damages that may arise as a result of this Agreement, provided that such damage does not result from the willful conduct of their respective departments, officers, employees, agents, or invitees in connection with this Agreement or events that may arise hereunder.**

- 7. No known reimbursable costs are associated with this MOA. Any training costs resulting from execution of this MOA shall be satisfied by the party incurring such training.

8. The 169<sup>th</sup> Security Forces Commander is the proponent for this Memorandum of Agreement. Questions should be directed to the 169<sup>th</sup> SFS/CC at (803) 647-8288.
9. This agreement will become effective with the last signature. This agreement shall remain in effect until modified or terminated upon written notification to all parties concerned. This agreement will be reviewed annually to determine the need for continuation, modification, or termination.

  
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W. H. Holbrook  
Chief  
Columbia Police Department

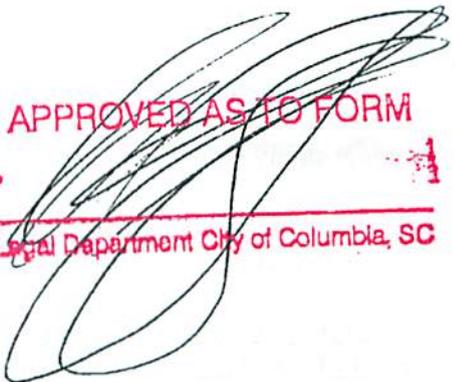
6/10/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Paul W. Laymon  
Lt. Colonel, 169 SFS  
Commander

2/10/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
David J. Meyer  
Colonel, SCANG  
Commander

24 Aug 15  
\_\_\_\_\_  
Date

APPROVED AS TO FORM  
  
\_\_\_\_\_  
Legal Department City of Columbia, SC