

RESOLUTION NO.: R-2015-087

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STAMPED IN RED

Authorizing the City Manager to execute an Intergovernmental Mutual Aid Agreement for the Three Rivers Greenway between Lexington and Richland Counties, the Sheriffs of Lexington and Richland Counties, the cities of Columbia, Cayce and West Columbia, the Irmo-Chapin Recreation Commission, the South Carolina Department of Natural Resources, the University of South Carolina Division of Public Safety, the Irmo Fire District, the Congaree Swamp National Park and the River Alliance

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this 20th day of October, 2015, that the City Manager is hereby authorized to execute the attached Intergovernmental Mutual Aid Agreement for the Three Rivers Greenway, or on a form approved by the City Attorney, between Lexington and Richland Counties, the Sheriffs of Lexington and Richland Counties, the cities of Columbia, Cayce and West Columbia, the Irmo-Chapin Recreation Commission, the South Carolina Department of Natural Resources, the University of South Carolina Division of Public Safety, the Irmo Fire District, the Congaree Swamp National Park and the River Alliance.

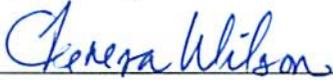
Requested by:

City Manager _____



Mayor

Approved by:

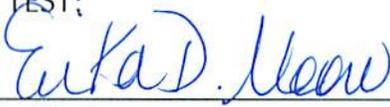


City Manager

Approved as to form:



City Attorney

ATTEST:


City Clerk

Introduced: deferred 9/15/2015
Final Reading: 10/20/2015

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution authorizes counties and municipalities to provide by agreement for the joint administration of any function, the exercise of powers, and the sharing of the costs thereof;

WHEREAS, Section 6-1-20, Code of Law of South Carolina (1976 Ann.) authorizes counties and municipalities to enter into contractual agreements with each other to provide for joint facilities and services;

WHEREAS, Section 5-7-120, Code of Law of South Carolina (1976 Ann.) authorizes municipalities to send law enforcement officers to other political subdivisions;

WHEREAS, Section 17-13-45, Code of Law of South Carolina (1976 Ann.) provides that when a law enforcement officer responds to a distress call or a request for assistance in an adjacent jurisdiction, the authority, rights, privileges, and immunities, including coverage under the workers' compensation laws, and tort liability coverage obtained pursuant to the provisions of Chapter 78, Title 15, that are applicable to an officer within the jurisdiction in which he is employed are extended to and include the adjacent jurisdiction;

WHEREAS, Section 23-1-215, Code of Law of South Carolina (1976 Ann.) authorizes agreements between multiple law enforcement jurisdictions for purpose of criminal investigation;

WHEREAS, South Carolina Code Ann. § 23-1-212 confers state law enforcement authority upon federal agents when acting pursuant to request of a state or local law enforcement official;

WHEREAS, South Carolina Code Ann. § 23-20-10 et seq. provides for contractual agreements between and among state, county, municipal and other local law enforcement agencies for law enforcement services;

WHEREAS, South Carolina Code § 50-21-80 designates the South Carolina Department of Natural Resources as the agency primarily responsible for enforcing boating laws and members of Sheriff's Departments and other qualified persons may be also empowered to enforce boating laws, South Carolina Code § 23-13-70 requires Sheriffs and deputies to patrol their entire county;

WHEREAS, it is the desire of the parties to evidence their joint undertaking and the approval of their respective governing bodies for the provision of mutual assistance as set forth herein; and

WHEREAS, in contemplating the means by which to provide public safety services in emergency and routine situations to the Three Rivers Greenway (3RG) and surrounding environs, the parties have weighed competing alternatives for the provision of such services and have resolved on this mutual aid agreement as the preferred option for providing for same.

NOW THEREFORE, it is agreed as follows:

1. SCOPE OF SERVICES:

It is agreed that these governmental entities, by and through their respective public safety functions, shall patrol, investigate criminal activity, perform fire and EMS services, perform rescue and recovery missions, and render assistance cooperatively and collectively on all areas of the Three Rivers Greenway and its contiguous properties as they may have personnel and equipment available for such assignment. Further, this agreement is intended to operate as a standing and ongoing request for assistance from and to each jurisdiction that is a party hereto. It was the intent at the inception of the original agreement in 1999/2000, has been since, and is the intent now to continue sharing law enforcement, public safety functions, and public safety jurisdiction to the greatest extent available under South Carolina law.

For the purposes of this agreement, the rivers and riverfront areas and the Three Rivers Greenway are defined as the Saluda River from the Lake Murray Dam downstream to its natural confluence with the Broad River, the Broad River downstream from the I-20 Bridge to its natural confluence with the Saluda River, the Congaree River from the Broad – Saluda confluence at the Gervais Street Bridge downstream to the I-77 Bridge, the Columbia Canal, all riparian areas

adjacent to those rivers described herein, all areas improved or proposed for the construction of the Three Rivers Greenway park system, and those properties adjacent to and/or contiguous to the rivers and/or the greenways.

2. CONSENT AND REQUEST TO SEND OFFICERS TO JURISDICTION

Approval by the governing bodies and/or duly elected Sheriffs of the respective jurisdictions and the execution of this agreement by the authorized officials of each party constitutes an agreement by the parties to provide public safety assistance and cooperation as further described herein, as they are able. Each party must determine whether its resources at any given time permit it to render the requested assistance and there shall be no right of action by one party against another for the failure to provide assistance as requested.

3. VESTING OF AUTHORITY AND JURISDICTION

To the full extent permitted by the Constitution and statutes of this State, all authority, duties, rights, privileges, immunities and jurisdiction, including the authority to execute criminal process and the power of arrest, are hereby conferred upon the parties' duly qualified law enforcement officers acting within any portion of the Three Rivers Greenway and surrounding environs area not situated in the officers' employing jurisdiction. Local ordinances adopted by a sending jurisdiction shall not be deemed extended into areas in the Three Rivers Greenway areas, which are located outside of the territorial limits of the sending jurisdiction. Similarly, all Fire, EMS, and other public safety officials shall share the rights, privileges, immunities, and authority consummate with their offices.

4. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

5. INSURANCE COVERAGES

Each jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and such other coverage as may be required by law or deemed advisable by individual parties.

6. TERM, RENEWAL, RIGHT TO RESCIND

This agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein. The election of any party or parties to exercise this right to rescind/terminate does not in any way affect the rights, duties, privileges, immunities, or obligations of the other parties. Any party electing to terminate its involvement under this agreement must give written notice to the other parties thirty (30) days prior to the effective date of termination of participation.

7. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

The parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

8. COMPENSATION, BOND, AND RELATED MATTERS

This agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or other governmental entity where they are permanently employed. Each party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this agreement shall include coverage for their activity in the county or municipality covered by this agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

9. OFFICERS ASSIGNED

Each party may assign Law Enforcement officers, EMT/Paramedics, Firefighters, and other similarly situated individuals to perform public safety services under this agreement at the discretion of the duly elected Sheriff, Fire Chief, EMS Director or similar competent authority of the sending jurisdiction or his designee.

10. REIMBURSEMENT AND ANCILLARY BENEFITS

The parties to this agreement hereby expressly agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind between the agencies involved to include the benefits of law enforcement and public safety services to the Three Rivers Greenway area and its contiguous properties in each respective jurisdiction. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any notice, reporting, or approval requirements to their respective governing body as may be required under South Carolina law.

12. SEVERABILITY

Should any part of this agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

13. EVALUATION OF SERVICES

Each Party shall appoint a designee to act as a coordinator/liaison. The parties agree to establish a system to evaluate the performance of services contemplated under this Agreement. This is to be accomplished by an annual review of services by the parties. The results of the review shall be reduced to writing and each party shall retain a copy. Any concerns or deficiencies noted shall be addressed in follow up memoranda and made a part of the original review. This process is in no way intended to limit the parties from discussing service delivery anytime during the contractual period.

14. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

I, with competent authority, hereby consent to the terms of and agree to be bound by this Agreement.

Witnesses:

Melissa Taylor
Rebecca Bass

LEXINGTON COUNTY SHERIFF'S

DEPARTMENT

BY: [Signature]

ITS: Sheriff

Witnesses:

Diana W. Burnett
Judy R. Buslee

COUNTY OF LEXINGTON

BY: [Signature]

ITS: Chairman

5.12.15

Witnesses:

Jamell P. Derrick
Gaye C. Taylor

RICHLAND COUNTY SHERIFF'S

DEPARTMENT

BY: [Signature]

ITS: Sheriff

THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D. C. 20250

FOR THE DIRECTOR, BUREAU OF LAND MANAGEMENT

[Signature]
Special Agent in Charge
Bureau of Land Management
2-15-77

[Signature]
Special Agent in Charge
Bureau of Land Management

[Signature]
Special Agent in Charge
Bureau of Land Management

[Signature]
Special Agent in Charge
Bureau of Land Management

[Signature]
Special Agent in Charge
Bureau of Land Management

Witnesses:

James P. Garrick
Maye C. Taylor

COUNTY OF RICHLAND

BY:

ITS:

Sheriff

Witnesses:

Rebecca Williams-Burke
[Signature]

CITY OF COLUMBIA CHIEF OF POLICE

BY:

ITS:

Chief

Witnesses:

Erika D. Moore
[Signature]

CITY OF COLUMBIA

BY:

ITS:

City Manager

Witnesses:

Patricia M. Rabe
[Signature]

CITY OF CAYCE, DIRECTOR OF
PUBLIC SAFETY

BY:

ITS:

Charles E. McNair
Director

Witnesses:

[Signature]
Patricia M. Rabe

CITY OF CAYCE

BY:

ITS:

Elise Parton
Mayor

APPROVED AS TO FORM

Legal Department City of Columbia, SC

[Handwritten signature]
Director

[Handwritten signature]

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[Faint handwritten text]

APPROVED AS TO FORM
Legal Department City of Los Angeles

Witnesses:

Tracy B Sheppard
Marci Ciromella

CITY OF WEST COLUMBIA, CHIEF OF
POLICE

BY: [Signature]
ITS: Police chief

Witnesses:

Kelli Ricard
[Signature]

CITY WEST COLUMBIA

BY: [Signature]
ITS: CHAIRPERSON

Witnesses:

IRMO-CHAPIN RECREATION
COMMISSION

BY: _____
ITS: _____

Witnesses:

SOUTH CAROLINA DEPARTMENT OF
NATURAL RESOURCES

BY: _____
ITS: _____

Witnesses:

UNIVERSITY OF SOUTH CAROLINA
DIVISION OF PUBLIC SAFETY

BY: _____
ITS: _____

CITY OF PHOENIX

11/15/07

BY:

[Signature]
Police Chief

[Signature]
Police Chief

CITY OF PHOENIX

11/15/07

BY:

[Signature]
Police Chief

[Signature]
Police Chief

CITY OF PHOENIX

11/15/07

BY:

[Signature]

[Signature]

CITY OF PHOENIX

11/15/07

BY:

[Signature]

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CITY OF PHOENIX

11/15/07

BY:

[Signature]

[Signature]

Witnesses:

IRMO FIRE DISTRICT

BY: _____

ITS: _____

Witnesses:

CONGAREE SWAMP NATIONAL PARK

BY: _____

ITS: _____

Witnesses:

RIVER ALLIANCE

BY: _____

ITS: _____

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
CITY OF CAYCE)

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RCSD

RESOLUTION

Approving Intergovernmental Mutual Aid
Agreement for The Three Rivers Greenway

WHEREAS, the need and authority for governments and law enforcement agencies and public safety agencies to enter into agreements with other governments and law enforcement agencies and public safety agencies for mutual aid and support is well-recognized in South Carolina; and

WHEREAS, the local governments, including the City of Cayce, that operate as the River Alliance wish to join with other governmental entities and agencies to provide a solid framework for law enforcement and public safety services in the Three Rivers Greenway; and

WHEREAS, the Council has determined that it is in the interests of the City and of the public and of other users of the Three Rivers Greenway that the City enter into a mutual aid agreement for law enforcement and public safety services within the Three Rivers Greenway,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Cayce, in Council duly assembled, as follows:

The City Council hereby approves the City of Cayce and its Department of Public Safety entering into a mutual aid agreement for The Three Rivers Greenway for law enforcement and public safety services, in the written form attached or in substantially similar written form. The City Manager and the Director of the Cayce Department of Public Safety are authorized to sign the Agreement on behalf of the City and its Department of Public Safety.

ADOPTED this 4th day of August 2015.



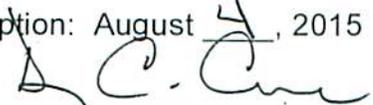
Elise Parin, Mayor

ATTEST:



Mendy C. Corder, Municipal Clerk

First Reading and Adoption: August 4, 2015

Approved as to form: 

Danny C. Crowe, City Attorney



Richland County Sheriff's Department
5623 Two Notch Road • Columbia, South Carolina 29223
Office: (803) 576-3000
WWW.RCSD.NET • SHERIFF@RCSD.NET

Amended
April 2015

Pursuant to S.C. Code of Laws §23-20-10 through §23-20-50 and S.C. Code of Laws §23-1-215. The Richland County Sheriff's Department is entering into multi-jurisdictional agreements with the law enforcement agencies listed below by way of recommendation and approval of the Sheriff of Richland County. The County Council Chair adopts this recommendation and concurs in such multi-jurisdictional agreements.'

The Multi-jurisdictional agreements are:

Abbeville County Sheriff's Department
Aiken County Sheriff's Department
Allendale County Sheriff's Department
Anderson County Sheriff's Department
Bamberg County Sheriff's Department
Barnwell County Sheriff's Department
Beaufort County Sheriff's Department
Benedict College Campus Police
Berkeley County Sheriff's Department
Calhoun County Sheriff's Department
Camden Police Department
Cayce Police Department
Charleston County Sheriff's Department
Cherokee County Sheriff's Department
Chester County Sheriff's Department
Chesterfield County Sheriff's Department
City of Columbia Police Department
Colleton County Sheriff's Department
Columbia Metropolitan Airport Police Department
Darlington County Sheriff's Department
Dept. of Veterans Affairs Medical Center
Dillon County Sheriff's Department
Dorchester County Sheriff's Department
Edgefield County Sheriff's Department
Elgin Police Department
Fairfield County Sheriff's Department
Florence County Sheriff's Department
Forest Acres Police Department
Fort Jackson
Georgetown County Sheriff's Department
Greenville County Sheriff's Department
Greenwood County Sheriff's Department
Hampton County Sheriff's Department

Horry County Sheriff's Department
Irmo Police Department
Jasper County Sheriff's Department
Kershaw County Sheriff's Department
Lancaster County Sheriff's Department
Laurens County Sheriff's Department
Lee County Sheriff's Department
Lexington County Sheriff's Department
Lexington Police Department
Marion County Sheriff's Department
Marlboro County Sheriff's Department
McCormick County Sheriff's Department
McEntire Air Force Base
Newberry County Sheriff's Department
Oconee County Sheriff's Department
Orangeburg County Sheriff's Department
Orangeburg Dept. of Public Safety
Pickens County Sheriff's Department
Saluda County Sheriff's Department
Shaw Air Force Base
South Congaree Police Department
Spartanburg County Sheriff's Department
Springdale Police Department
St. Matthews Police Department
State Law Enforcement Division
Sumter County Sheriff's Department
Sumter Police Department
Union County Sheriff's Department
University of South Carolina Police Department
West Columbia Police Department
Williamsburg County Sheriff's Department
Winnsboro Police Department
York County Sheriff's Department

Respectfully Submitted:

Leon Lott
Richland County Sheriff

Torrey Rush
Chairman, Richland County Council