

RESOLUTION NO.: R-2013-094

Authorizing the City Manager and Interim Chief of Police to execute An Intergovernmental Mutual Aid Agreement for the Three Rivers Greenway between Lexington County and the Lexington County Sheriff's Department, Richland County and the Richland County Sheriff's Department, the City of Columbia and the City of Columbia Police Department, the City of Cayce and the City of Cayce Public Safety Department, the City of West Columbia and the City of West Columbia Police Department, 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

**ORIGINAL
STAMPED IN RED**

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this 15th day of October, 2013, that the City Manager and the Chief of Police are hereby authorized to execute multiple originals of the attached Intergovernmental Mutual Aid Agreement for the Three Rivers Greenway, or in a form approved by the City Attorney if non-material terms are amended, for the uses and purposes therein mentioned, between Lexington County and the Lexington County Sheriff's Department, Richland County and the Richland County Sheriff's Department, the City of Columbia and the City of Columbia Police Department, the City of Cayce and the City of Cayce Public Safety Department, the City of West Columbia and the City of West Columbia Police Department, 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:

Ruben Santiago, Interim Chief of Police



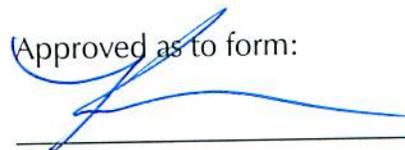
Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

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. § 23-1-210 provides for the temporary transfer of law enforcement officers pursuant to written agreement;

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:

C. E. Miller
Don Hill

LEXINGTON COUNTY SHERIFF'S

DEPARTMENT

BY: J. R. Metts

Witnesses:

Bryant Lott
Sue Poole

RICHLAND COUNTY SHERIFF'S

DEPARTMENT

BY: [Signature]

Witnesses:

COUNTY OF LEXINGTON

BY: [Signature]

ITS: County Administrator

Witnesses:

COUNTY OF RICHLAND

BY: _____

ITS: _____

Witnesses:

CITY OF COLUMBIA CHIEF OF POLICE

BY: _____

ITS: _____

Witnesses:

Ashley M. Henderson

Nicholas Nance

CITY OF COLUMBIA

BY: *Teressa Wilson*

ITS: *City Manager*

Witnesses:

CITY OF CAYCE, DIRECTOR OF

PUBLIC SAFETY

BY: _____

ITS: _____

Witnesses:

CITY OF CAYCE

BY: _____

ITS: _____

Witnesses:

CITY OF WEST COLUMBIA, CHIEF OF

POLICE

BY: _____

ITS: _____

Witnesses:

CITY WEST COLUMBIA

BY: _____

ITS: _____

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: _____

Witnesses:

IRMO FIRE DISTRICT

BY: _____

ITS: _____

Witnesses:

CONGAREE SWAMP NATIONAL PARK

BY: _____

ITS: _____

Witnesses:

RIVER ALLIANCE

BY: _____

ITS: _____



CITY OF COLUMBIA

Columbia Police Department
Office of the Chief



Matter No.: 13081711
Attorney: DW
Date In: 8-7-13
File No.: R2013-094
Date Out: 9-26-13

To: Legal Review

From: Police: Office of the Chief

Shenique Loyd: Admin. Secretary

Phone – 545-3504 / Fax – 733-8365

Subject: Proposed Intergovernmental Mutual Aid Agreement for the Three Rivers Greenway

Date: August 7, 2013

Attached please find a proposed Intergovernmental Mutual Aid Agreement for the Three Rivers Greenway.

This is submitted:

- (1) For your review
- (2) For your staffs review and comment
- (3) Other:

I verify that I have reviewed the document and am satisfied with the business terms set forth therein.

Thank you.

APPROVED BY 
CITY OF COLUMBIA
LEGAL DEPT. 9/26/13