

RESOLUTION NO.: R-2013-095

ORIGINAL
STAMPED IN RED

Authorizing the City Manager and Interim Chief of Police to execute a Multijurisdictional Alcohol Enforcement Unit Agreement between the Town of Lexington and the Town of Lexington Police Department, Richland County and the Richland County Sheriff's Department, the University of South Carolina and the University of South Carolina Division of Law Enforcement and Safety, the City of West Columbia and the City of West Columbia Police Department, the Town of Lexington and the Town of Lexington Police Department, the City of Cayce and the City of Cayce Department of Public Safety the City of Columbia and the City of Columbia Police Department

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 Interim Chief of Police are hereby authorized to multiple originals of the attached Multijurisdictional Alcohol Enforcement Unit 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 Town of Lexington and the Town of Lexington Police Department, Richland County and the Richland County Sheriff's Department, the University of South Carolina and the University of South Carolina Division of Law Enforcement and Safety, the City of West Columbia and the City of West Columbia Police Department, the Town of Lexington and the Town of Lexington Police Department, the City of Cayce and the City of Cayce Department of Public Safety the City of Columbia and the City of Columbia Police Department.

Requested by:

Ruben Santiago, Interim Chief of Police



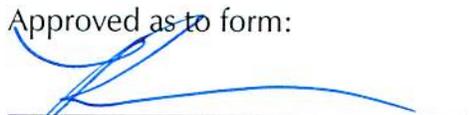
Mayor

Approved by:

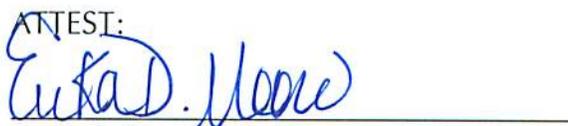


City Manager

Approved as to form:



City Attorney

ATTEST:


City Clerk

Introduced: 10/15/2013

Final Reading: 10/15/2013

and Richland Counties for the duration of the agreement or until this agreement is rescinded or terminated as set forth herein. Further, this agreement is intended to be a request for assistance from adjacent jurisdictions.

2. TERM AND RENEWAL

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. Any termination by an individual party is not intended to affect the relationship(s) between any remaining parties.

3. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies.

However, local ordinances adopted by a participating party shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

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. 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.

6. INSURANCE

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

7. COMPENSATION, BOND, AND RELATED MATTERS

This agreement shall in no manner affect 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 municipality where they are permanently employed. The bond, if any, for any officers operating under this agreement shall include coverage for their activity in the county or municipality covered in this agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of that county or municipality.

8. REIMBURSEMENT AND ANCILLARY BENEFITS

The parties to this agreement hereby expressly agree the compensation and/or reimbursement for services of like kind between agencies involved is limited to the provision of reciprocal services and to the ancillary benefits of increased investigation and prosecution of alcohol offenses in the whole of Lexington/Richland County. Any other agreement for the reimbursement between the parties must be written and executed in the same manner as this agreement.

9. TERMINATION AND RIGHT TO RESCIND

The participation of any party may be terminated at the discretion of the chief law enforcement officer upon providing written notice to all other parties. The termination must be delivered or mailed to the other parties with return receipt requested. Any such rescission or termination will become effective upon receipt by the other parties. The election of any party or parties to exercise this right to rescind

or terminate does not in any way affect the rights, duties, privileges, immunities, or obligations of the other parties.

10. 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.

11. SEVERABILITY

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

12. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This agreement may be amended or modified only by 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.

IN WITNESS WHEREOF, the parties, by and through their undersigned duly authorized representatives, have duly executed this agreement effective as of the date set forth above.

Joe G. Mergo III
Lexington County Administrator

Witness

Witness

Sheriff James R. Metts, Ed.D.
Lexington County Sheriff's Office

Witness

Witness

Tony McDonald
Richland County Administrator

Witness

Witness

Sheriff Leon Lott
Richland County Sheriff's Office

Witness

Witness

Amy Stone
University of South Carolina
Secretary of the Board

Witness

Witness

Chris Wuchenich
University of South Carolina
Police Department

Witness

Witness

Execution by Signatures Continued on Next Page

Mayor Joseph W. Owens
City of West Columbia

Witness

Witness

Chief Dennis Tyndall
West Columbia Police Department

Witness

Witness

Mayor Randy Halfacre
Town of Lexington

Witness

Witness

Chief Terrence Green
Lexington Police Department

Witness

Witness

Mayor Elise Partin
City of Cayce

Witness

Witness

Chief Charles E. McNair
Cayce Department of Public Safety

Witness

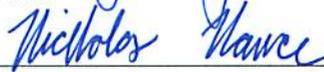
Witness



City Manager Teresa B. Wilson
City of Columbia



Witness



Witness

Interim Chief Ruben Santiago
Columbia Police Department

Witness

Witness



We Are Columbia

CITY OF COLUMBIA

Columbia Police Department
Office of the Chief



Matter No.: 13071597
Attorney: DAF
Date In: 7-23-13
File No.: R-2613-095
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: MultiJurisdictional Alcohol Enforcement Unit Agreement

Date: July 23, 2013

Attached please find a proposed Multijurisdictional Alcohol Enforcement Unit Agreement.

This is submitted:

- (1) For your information
- (2) For your staff's 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.

[Signature]
9/26/13

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
COUNTY OF RICHLAND)

**MULTIJURISDICTIONAL ALCOHOL
ENFORCEMENT UNIT
AGREEMENT**

This agreement is made and entered into this 1st day of July, 2013, by the following parties: **Town of Lexington Police Department, Cayce Department of Public Safety, USC Division of Law Enforcement and Safety, City of West Columbia Police Department, City of Columbia Police Department, Lexington County Sheriff's Department and Richland County Sheriff's Department.**

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance investigating and prosecuting criminal activities involving alcohol and tobacco which occur by the creating and operation of two multi-jurisdictional task forces within Lexington and Richland Counties; and

WHEREAS, each of the parties provide law enforcement for some portion of Lexington and Richland Counties; and

WHEREAS, the parties as set out above, by and through their representatives affixing their signatures below, consent and agree to span the geopolitical boundaries of all areas of Lexington and Richland Counties to the fullest extent allowed under South Carolina law for the express purpose of investigating and prosecuting criminal activities involving alcohol by creating this Lexington and Richland County multi-jurisdictional Alcohol Enforcement Team; and

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; and

WHEREAS, South Carolina Code Ann. 17-13-45 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 the workers' compensation laws, and tort liability coverage obtained pursuant to the provisions of Chapter 78 of Title 15, that are applicable to an officer within the jurisdiction in which he is employed are extended to and include the adjacent jurisdiction; and

WHEREAS, South Carolina Code Ann. Section 23-1-210 provides for the temporary transfer of law enforcement officers within multijurisdictional task forces pursuant to written agreement; and

WHEREAS, South Carolina Code Ann. Section 23-1-215 provides for agreements between multiple law enforcement agencies for the purpose of investigating crimes involving multiple jurisdictions; and

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

NOW, THEREFORE, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. SCOPE OF SERVICES

It is agreed that the parties shall assign, on a temporary basis, officers to participate in the Lexington and Richland County multi-jurisdictional Alcohol Enforcement Team ("the Team") to investigate and prosecute criminal activities involving alcohol as well as other collateral criminal offenses which may become apparent to officers assigned under this agreement which occur within the whole of Lexington and Richland Counties for the duration of the agreement or until this agreement is rescinded or terminated as set forth herein. Further, this agreement is intended to be a request for assistance from adjacent jurisdictions.

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Richland County Administrator

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Sheriff Leon Lott
Richland County Sheriff's Office

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Chris Wuchenich
USC Police Department

Witness

Witness

Amy Stone
USC Secretary of the Board

Witness

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Mayor Joseph W. Owens
City of West Columbia

Witness

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Chief Dennis Tyndall
West Columbia Police Department

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Mayor Randy Halfacre
Town of Lexington

Witness

Witness

Chief Terrence Green
Lexington Police Department

Witness

Witness

Mayor Elise Partin
City of Cayce

Witness

Witness

Chief Charles E. McNair
Cayce Department of Public Safety

Witness

Witness



Mayor Steve Benjamin
City of Columbia



Witness



Witness

Interim Chief Ruben Santiago
Columbia Police Department

Witness

Witness