

RESOLUTION NO.: R-2013-096

Authorizing the City Manager and Interim Chief of Police to execute a Mutual Aid Agreement and Narcotics Enforcement Agreement between the City of Columbia and City of Columbia Police Department and the City of Springdale and the City of Springdale Police Department

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 Interim Chief of Police are hereby authorized to execute duplicate originals of the attached Mutual Aid Agreement and Narcotics Enforcement Agreement between the City of Columbia and City of Columbia Police Department and the City of Springdale and the City of Springdale 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

STATE OF SOUTH CAROLINA)
)
) MUTUAL AID AGREEMENT
)
COUNTIES OF RICHLAND)
AND LEXINGTON)

This agreement is made and entered by and between the City of Columbia, South Carolina for itself and the City of Columbia Police Department, and the City of Springdale, South Carolina for itself and the Springdale Police Department, and shall be effective on the date that the agreement has been signed by both parties and approved by their governing bodies.

WHEREAS, Sections 23-20-10 through 23-20-50 of the Code of Laws of South Carolina (1976), as amended, authorize law enforcement agencies to enter into contractual agreements with other law enforcement providers as may be necessary for the proper and prudent exercise of public safety functions. These sections specify contractual provisions and approvals that are required for such an agreement. The officers of a law enforcement provider under such an agreement have the same legal rights, powers, and duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services; and,

WHEREAS, the parties hereto desire to enter into such an agreement to promote public safety for the purpose of securing to each other the benefits of mutual aid; and,

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in law enforcement matters by the temporary assignment of law enforcement officers between jurisdictions to the fullest extent as is allowed by law; and,

WHEREAS, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law; and,

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 agree as follows:

1. Assistance. The assistance to be rendered pursuant to this Agreement shall solely involve the temporary transfer or assignment of law enforcement officers and/or equipment from one party's jurisdiction to the other. When so transferred or assigned, such law enforcement officers shall have all rights, powers, authority and duties to enforce the laws of South Carolina as a law enforcement officer employed by the jurisdiction to which he is transferred or assigned.

2. Request for Assistance. The request for law enforcement assistance may be made for assistance with public safety functions, which include traditional public safety activities which are performed over a specified period of time for patrol services, crowd control and traffic control, and other emergency service situations, 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

3. 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.

4. Procedure for Requesting Mutual Aid.

a. Request. A request for assistance shall only be made by the Sheriff or Chief of Police, if available, and otherwise by the senior duty officer of 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 Sheriff or Chief of Police, if available, and otherwise by the senior duty officer of the law enforcement agency whose assistance 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 or assigned by the assisting law enforcement agency shall report to the Officer-In-Charge of the requesting law enforcement agency at the designated location or by way of radio contact and shall be subject to the orders and commands of that official. The assisting law enforcement officers shall exert their best efforts to cooperate with and aid the requesting law enforcement agency.

d. Release. The law enforcement officers temporarily transferred or assigned 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 service prior to being released.

5. Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this state, officers assigned under this agreement shall be vested with all authority, jurisdiction, rights, immunities and privileges within the requesting jurisdiction for the purposes of investigation, arrest, or any other activity related to the purpose for which they were requested. Local ordinances adopted by a sending agency shall not be deemed extended into areas which are outside the territorial limits of the sending jurisdiction.

6. 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.

7. Compensation and Reimbursement. The temporary transfer or assignment 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 or assigned officers, and such officers shall continue to be paid by the agency where they are permanently employed.

The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of increased investigation and prevention of narcotics and related offenses in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

8. Equipment and Facilities. Each party shall supply the equipment for its law enforcement officers and shall bear the risk of its damage or loss; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damaged party for its loss. The host agency will provide the facilities for law enforcement operations and will designate its location at the time assistance is requested.

9. Records. The requesting law enforcement agency shall be primarily responsible to maintain records relating to the incident for which assistance has been requested. However, each law enforcement agency shall maintain records of activities of its personnel that would generate records in its own jurisdiction including, but not limited to, incident reports, records of the application or execution of an arrest or search warrant, incident reports for arrests made by its personnel, uniform traffic tickets issued, and use of force forms. Each party shall make these records available to the other party upon request and without cost.

10. Insurance and Bond. It is agreed and understood that the parties hereto shall be solely responsible for maintaining such insurance protection and workers compensation coverage on its employees as may be required by law or deemed advisable by the party. The bond, if any, for any officers operating under this agreement, shall include coverage for their activity in the other jurisdiction covered by this agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of that county or municipality.

11. Employment Status. Nothing herein contained shall be construed or interpreted to imply that the law enforcement officers temporarily transferred or assigned in accordance with this Agreement shall be employees of the law enforcement agency requesting such assistance.

12. Legal Contingencies. Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, costs, damages or verdicts incurred by the other party in such a legal action.

13. No Indemnification or Third-Party Rights. The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such a right. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any person or entity not a party to this agreement.

14. Other Agreements and Investigations. This Agreement shall not repeal or supersede any existing agreements between the parties hereto nor does it restrict in any way the normal, cooperation between law enforcement agencies concerning ongoing criminal investigations.

15. Modification. This Agreement shall not be modified, amended or changed in any manner except upon the express written consent of the parties hereto.

16. Duration. This Agreement will continue in effect until terminated by one of the parties.

17. 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 seals on the dates shown below.

WITNESSES:

Ashley M. Gardner
Nicholas Vance

City of Columbia, South Carolina

By: Seren Wilson
City Manager

Date: 10-23-2013

By: _____
Police Chief

Date: _____

City of Springdale

Municipality

By: _____
Chief Executive Officer

Date: _____

By: _____
Police Chief

Date: _____

WHEREAS, S.C. Code Ann. § §23-20-10 et seq. authorizes law enforcement agencies to enter into contractual agreements with other law enforcement providers as needed for the proper and prudent exercise of public safety functions; and,

WHEREAS, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law;

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. The parties request law enforcement assistance each from the other for the investigation of criminal activity involving illegal narcotics and related activities in their jurisdictions and by this document agree to provide the same, including, as necessary, the temporary assignment of its law enforcement officers on the conditions set out below.
2. Term and Renewal. This agreement shall become effective on the date it is signed by the authorized representatives of both parties and approved by their governing bodies and shall continue in effect until the last day of the calendar year in which it is signed. Thereafter, it shall automatically renew for additional one year terms unless terminated by either party.
3. Consent and Request to Send Officers to Assist. Approval by the governing bodies 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 law enforcement assistance, as they are able, upon the request of the other party to this agreement. If such request is made, the requested party must determine whether its resources at that 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.

If such a request is made, officers of the entering agency will work under the supervision of the host agency. The host agency will be responsible for obtaining any warrants for searches, seizures or arrests and will prepare and maintain records related to the matters investigated, including incident reports, warrants, property records and chain of evidence forms. However, the entering agency shall maintain records of activities of its personnel that would generate records in its own jurisdiction. Each party shall make these records available to the other party upon request and without cost.

4. Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this state, all authority, jurisdiction, rights, immunities and privileges, 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 jurisdiction of either party while providing law enforcement services related in any manner to this agreement. Local ordinances

adopted by one jurisdiction shall not be deemed extended into areas outside its territorial limits.

5. Costs. Each party shall bear its own costs incurred in the performance of its obligations hereunder unless otherwise agreed in writing.
6. No Indemnification or Third-Party Rights. The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials. 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 party or entity not a party to this agreement.
7. Bond Related Matters. The bond, if any, for any officers operating under this agreement shall include coverage for their activity in the other jurisdiction covered by this agreement in the same manner and to the same extent provided by the bonds of regular employed officers of that municipality.
8. 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 the party.
9. Equipment and Facilities. Each party shall supply the equipment for its law enforcement officers and shall bear the risk of its damage or loss; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damaged party for its loss. The host agency will provide the facilities for law enforcement operations and will designate its location at the time assistance is requested.
10. Compensation and Reimbursement. 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 agency where they are permanently employed.

The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of increased investigation and prevention of narcotics and related offenses in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

11. Officers Assigned and Authority. The Chief Law Enforcement Officer for each participating agency, or his designee, will select individuals to perform duties pursuant to this agreement. The names of those selected to participate will be provided to the other agency.

Each party agrees to notify the other party, or their duly appointed representative, and seek assistance before commencing any criminal investigative action that relies upon the expanded or shared jurisdiction as contemplated under this agreement. This is no way intended to limit an officer acting in his original jurisdiction.

12. Asset Forfeiture. The parties agree to divide the proceeds of any seizure and resultant asset forfeiture as provided by equity and law. Such division will be set out in a court order as prepared by the proper Circuit Solicitor based upon the facts of the individual seizure.
13. Legal Contingencies. Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of the circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, cost, damages or verdicts incurred by the other party in such a legal action.
14. 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.
15. Termination and Amendment. The participation of either party may be terminated by providing written notice to the other party. Such termination will become effective upon receipt by the other party. This agreement may be amended by a written agreement of both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates shown below:

WITNESSES:

Abby M. Jenkins
Nicholas Vance

City of Columbia, South Carolina

By: Alicia Wilson
City Manager
Date: 10-23-2013

By: _____
Police Chief
Date: _____

City of Springdale
Municipality

By: _____
Chief Executive Officer
Date: _____

By: _____
Police Chief
Date: _____



CITY OF COLUMBIA

Columbia Police Department
Office of the Chief



Matter No.: 13061355
Attorney: TAE
Date In: 6-20-13
File No.: 2013-096
Date Out: 9-26-13

To: Legal Review

From: The Office of Asst. Chief Leslie G. Wiser, Jr.

Subject: City of Springdale Police Department Mutual Aid and Narcotic Agreement

Date: June 20, 2013

Attached please find a proposed City of Springdale Police Department Mutual Aid and Narcotic Agreement. These agreements are identical to those drafted by your office and approved for the 35 agencies authorized by City Council on February 7, 2012, Resolution No.: R-2012-009.

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. I have corrected all spelling and grammar errors.

The attached requires a resolution which we request be sent to the City Clerk for placement on the next available Council's agenda.

Thank you.

Enclosures: 2

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



CITY OF COLUMBIA

Columbia Police Department
Office of the Chief



Matter No.: 13061356
Attorney: DAF
Date In: 6-20-13
File No.: 8-2013-094
Date Out: 7-26-13

To: Legal Review

From: The Office of Asst. Chief Leslie G. Wiser, Jr.

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Attached please find a proposed City of Springdale Police Department Mutual Aid and Narcotic Agreement. These agreements are identical to those drafted by your office and approved for the 35 agencies authorized by City Council on February 7, 2012, Resolution No.: R-2012-009.

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