

RESOLUTION NO.: R-2010-070

*Authorizing the City Manager to execute a Mutual Aid Agreement
with the Town of Irmo for Law Enforcement Matters*

ORIGINAL
STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council this 8th day of September, that the City Manager is authorized to execute the attached Mutual Aid Agreement with the Town of Irmo for law enforcement matters.

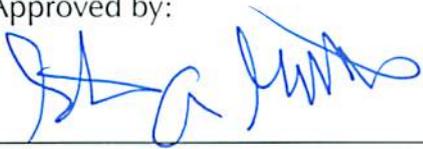
Requested by:

Interim Chief of Police



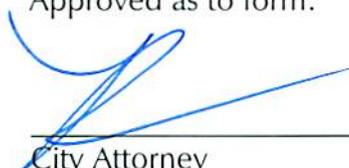
Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 9/8/2010
Final Reading: 9/8/2010

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) MUTUAL AID AGREEMENT

This agreement is made and entered by and between the Town of Irmo, South Carolina, for the Irmo Police Department, and the City of Columbia, South Carolina, for the Columbia Police Department, and shall be effective on the date that the agreement has been signed by both parties.

WHEREAS, the parties desire to enter into an agreement 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, the parties as set out above, by and through their representatives affixing their signatures below, consent and agree to span the geopolitical boundaries to the fullest extent allowed under South Carolina law for the express purpose of investigating and prosecuting criminal activities by this sharing of personnel and resources; and,

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution authorizes 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, S.C. Code Ann. §5-7-120 authorizes municipalities to send law enforcement officers to other political subdivisions; and,

WHEREAS, S.C. Code Ann. §6-1-20 authorizes municipalities to enter into contractual agreements with each other to provide for joint facilities and services; and,

WHEREAS, S.C. 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 coverage under the workers' compensation laws and tort liability coverage obtained pursuant to the provision of Chapter 78 of Title 15 of the South Carolina Code of Laws, that are applicable to an officer within the jurisdiction in which he is employed are extended to and include the adjacent jurisdiction; and,

WHEREAS, S.C. Code Ann. §23-1-210 provides for the temporary transfer of law enforcement officers pursuant to written agreement; and,

WHEREAS, S. C. Code Ann. §23-1-215 authorizes agreements between multiple law enforcement jurisdictions for purposes of criminal investigations; and,

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; 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 of law enforcement officers from one party's jurisdiction to the other. When so transferred, such law enforcement officers shall have all powers and authority of a law enforcement officer employed by the jurisdiction to which he is transferred.

2. Request for Assistance. The temporary transfer of law enforcement officers may be requested in response to any law enforcement related need, 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 Chief of Police, or designee holding the rank of Sergeant/Acting Sergeant or above, 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 Chief of Police, or designee holding the rank of Sergeant/Acting Sergeant or above, 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 by the assisting law enforcement agency shall report to the Officer-In-Charge of the requesting law enforcement agency at the designated location 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 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 response to criminal activity. 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 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 officers, and such officers shall continue to be paid by the agency where they are permanently employed. Compensation and/or reimbursement for services provided under this Agreement will be limited to the reciprocal provision of services of like kind between the agencies involved.

8. Insurance and Bond. It is agreed and understood that the parties hereto shall be solely responsible for maintaining 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.

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

10. Narcotics Investigators. This Agreement shall not repeal or supersede any existing agreements between the parties hereto concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict in any way the normal, cooperative activities between law enforcement agencies concerning on-going criminal investigations.

11. 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.

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

13. Termination. This Agreement may be terminated by either party by providing written notice to the other party. Such termination will become effective upon receipt of the notice by the other party. ~~Unless terminated sooner, this Agreement shall automatically terminate on December 31, 2010.~~ *JH*

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the dates shown below.

(signatures appear on next page)

WITNESSES:

John Boneth
Shay Beveridge

Carin Arum
Erika D. Salley

Town of Irmo, South Carolina

By: [Signature]
Town Administrator

Date: 6-2-10

City of Columbia, South Carolina

By: [Signature]
City Manager

Date: 9-21-10