

RESOLUTION NO.: R-2011-068

*Authorizing the City Manager to execute a Mutual Aid Agreement  
between the City of Columbia and City of Forest Acres  
Police Departments*

ORIGINAL  
STAMPED IN RED

BE IT RESOLVED that the City Manager is authorized to execute the attached Mutual Aid Agreement between the City of Columbia and City of Forest Acres Police Departments.

Approved this 1st day of November, 2011.

Requested by:

Randy Scott, Chief of Police

  
\_\_\_\_\_  
Mayor

Approved by:

  
\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk, Assistant

Introduced: 11/1/2011

Final Reading: 11/1/2011



**WHEREAS**, the City of Forest Acres desires to enter into such an agreement with the City of Columbia for the purpose of securing to each other the benefits of mutual aid, 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 from one party's jurisdiction to the other. When so transferred or assigned, such law enforcement officers shall have all powers and authority of a law enforcement officer employed by the jurisdiction to which he/she is transferred or assigned.

2. **Request for Assistance**. The temporary transfer or assignment 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; and
- h. Handling explosive ordinance devices.

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 in his absence, a shift supervisor 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 in his absence, a shift supervisor 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 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. 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 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.

9. 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.

10. Narcotics Investigators. This Agreement shall neither 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.

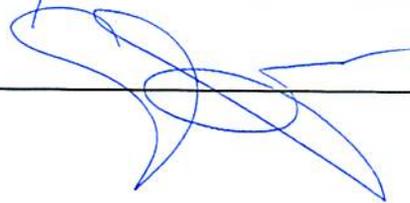
11. No Indemnification or Third-Party Rights. The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such a right. The provisions of this agreement 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 at any time upon five (5) days written notice to the other party hereto. 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:

  
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\_\_\_\_\_

City of Forest Acres, South Carolina

By:   
\_\_\_\_\_  
City Administrator

Dated: September 13, 2011

  
\_\_\_\_\_  
  
\_\_\_\_\_

City of Columbia, South Carolina

By:   
\_\_\_\_\_  
City Manager

Dated: November 18, 2011

The undersigned recommend approval of this agreement.

  
\_\_\_\_\_  
M. E. Sealy, Chief of Police  
Forest Acres Police Department

  
\_\_\_\_\_  
Randy Scott, Chief of Police  
Columbia Police Department