

RESOLUTION NO.: R-2014-088

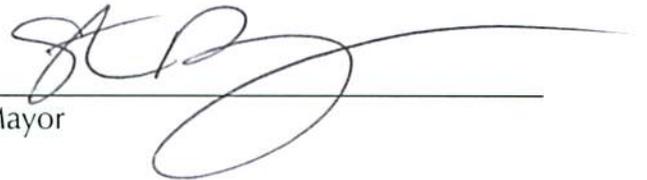
Authorizing the City Manager and Chief of Police to execute an Agreement for the Temporary Transfer of Law Enforcement Officers between Fairfield County and the Fairfield County Sheriff's Office and the City of Columbia and City of Columbia Police Department

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STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this 16th day of September, 2014, that the Mayor, City Manager and the Chief of Police are hereby authorized to execute duplicate originals of the attached Agreement for the Temporary Transfer of Law Enforcement Officers, or on a form to be approved by the City Attorney, between Fairfield County and the Fairfield County Sheriff's Office and the City of Columbia and City of Columbia Police Department.

Requested by:

Chief of Police _____



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 9/16/2014

Final Reading: 9/16/2014

**AGREEMENT FOR THE
TEMPORARY TRANSFER OF LAW
ENFORCEMENT OFFICERS BETWEEN**

**FAIRFIELD COUNTY SHERIFF'S OFFICE
AND
CITY OF COLUMBIA POLICE DEPARTMENT**

THIS AGREEMENT is made and entered into effective the date of the last signature contained herein, between Fairfield County, South Carolina (hereinafter referred to as the "Fairfield County"), Fairfield County Sheriff's Office, City of Columbia, South Carolina (hereinafter referred to as the "City of Columbia" and the City of Columbia Police Department.

RECITALS:

WHEREAS, This agreement is being entered into pursuant to the authority provided in S.C. Code Ann. §23-1-210 (2007) as amended, This agreement is not made pursuant to the Law Enforcement Assistance and Support Act as provided for in S.C. Code Ann. §23-20-10 et.seq, and shall not governed by that Act.

WHEREAS, The purpose of this agreement is to provide for a multijurisdictional task force for the mutual aid and benefit of both jurisdictions participating under this agreement in the suppression and enforcement of criminal drug activity, illegal gang activity and vice related crimes.

WITNESSETH:

NOW, THEREFORE, in consideration of the recitals herein above set forth, as well as the terms, covenants and conditions provided below, Fairfield County, Fairfield County Sheriff's Office, City of Columbia and City of Columbia Police Department agree on the following:

1. It is agreed that the Fairfield County Sheriff's Office and the City of Columbia Police Department shall temporarily assign officer(s) to the Fairfield/Columbia Multi Jurisdictional task Force (herein after "Task Force"). While assigned to the Task Force, the officers so transferred shall be vested with equal authority and jurisdiction as any other regularly commissioned officer in the other agency's jurisdiction:
2. The Task Force shall have the following responsibilities:
 - 2.1 To disrupt the illicit drug traffic in the State of South Carolina, Fairfield County, City of Columbia and adjacent regions, to include adjoining states;
 - 2.2 To gather and compile intelligence data relating to trafficking in narcotics and dangerous drugs;
 - 2.3 To conduct undercover operations when appropriate and engage in other traditional methods of investigation in order to effectively prosecute drug law violations in the courts with appropriate jurisdiction;

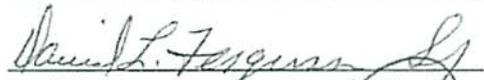
- 2.4 Any officer transferred or assigned to the Task Force shall have all powers and authority of a law enforcement officer employed by the jurisdiction to which the officer is transferred or assigned. With regard to officers from the City of Columbia Police Department, this power includes the ability to enforce all county ordinances in any unincorporated portion of Fairfield County. Likewise, deputies from the Fairfield County Sheriff's Office shall have the power and authority to enforce any City of Columbia ordinances while the officer is located in that County;
- 2.5 To target and enforce vice related crimes, including but not limited to: gambling, solicitation/prostitution, underage drinking, the unlawful sale of alcohol and food stamp fraud; and
- 2.6 To target, investigate, document and enforce criminal gang enterprises.
3. It is agreed the bond for any officer transferred or assigned shall include coverage for his/her activity while transferred or assigned to the task in the same manner and to the same extent proved by bonds or regularly employed officers of the jurisdiction to which the officer has been transferred or assigned.
4. The temporary transfer or assignment of officer(s) pursuant to this agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of the transferred officer(s) and such transferred officer(s) shall continue to be paid by the agency where they are permanently employed.
5. The parties to this agreement hereby expressly agree that reimbursement for services as described in this agreement shall be limited to the reciprocal providing of services of like kind and quantity between the agencies involved. Any other agreement for reimbursement must be made in writing between the agencies and approved by the agency's respective governing bodies.
6. The parties to this agreement acknowledge, understand and agree:
- 6.1 Fairfield County and City of Columbia are made a party to this agreement for the sole purpose of satisfying the statutory requirements;
- 6.2 Fairfield County Sheriff's Office and City of Columbia Police Department shall have complete authority and control over the law enforcement activities conducted pursuant to this agreement within their respective jurisdictions. This agreement does not expand the authority of Fairfield County nor City of Columbia with regard to law enforcement activities conducted within their respective jurisdiction. Neither Fairfield County nor City of Columbia shall exercise any additional authority or control over Fairfield County deputy sheriffs or City of Columbia officers involved or participating in the law enforcement operations or activities set for in this agreement;
- 6.3 Each law enforcement officer transferred or assigned under this agreement shall remain and be deemed an employee of their respective agency for all purposes including but not limited to workers compensation claims. Fairfield County nor City

of Columbia shall have any duty, liability nor responsibility for the acts or omissions, including alleged constitutional violations of any law enforcement officer transferred or assigned pursuant to this agreement;

6.4 The Fairfield County Sheriff and City of Columbia Chief of Police shall determine the number of officers to be transferred or assigned under this agreement as well as the duration of the transfer or assignment.

7. The approval of this agreement is conditional and subject in all respects to the terms, conditions, limitations and exceptions stated in this agreement. This agreement, consisting of 3 pages, shall constitute the full agreement between the parties and any amendments, alterations or modification hereof shall be in writing and signed by Fairfield County, Fairfield County Sheriff's Office, City of Columbia, and City of Columbia Police Department ;
8. This agreement shall remain in effect until it is rescinded by any party upon written notice to the other parties;

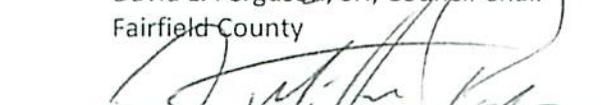
IN WITNESS WHEREOF, the lawful representatives of the parties hereto have set their hands and seals of their respective office and have caused this Agreement to be executed as dated below:



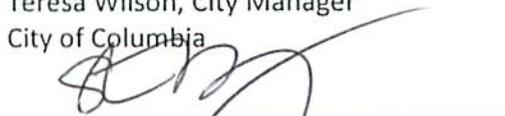
David L. Ferguson, Sr., Council Chair
Fairfield County



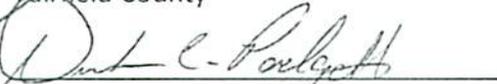
Teresa Wilson, City Manager
City of Columbia



Milton Pope, Administrator
Fairfield County



Steve Benjamin, Mayor
City of Columbia



Dunstan C. Padgett, Sheriff
Fairfield County Sheriff's Office

William Holbrook, Chief of Police
City of Columbia Police Department

APPROVED AS TO FORM
 8/19/14
Legal Department City of Columbia, SC