

STATE OF SOUTH CAROLINA)	AGREEMENT TO PROVIDE FOR
)	TEMPORARY TRANSFER OF LAW
COUNTY OF YORK)	ENFORCEMENT OFFICERS TO THE
CITY OF YORK)	YORK COUNTY SHERIFF'S OFFICE FOR
CITY OF ROCK HILL)	ASSIGNMENT TO THE YORK COUNTY
CITY OF TEGA CAY)	MULTI-JURISDICTIONAL FORENSIC
TOWN OF FORT MILL)	SERVICES UNIT
TOWN OF CLOVER)	

This agreement is being entered into pursuant to the authority provided in S.C. Code Ann. §23-1-210 (2007) as amended, between the Sheriff of York County, the County of York and the participating municipalities of the York County Multi-Jurisdictional Forensic Services Unit (YCMFSU). 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 is not governed by that Act.

1. The participating agencies in the York County Multi-Jurisdictional Forensic Services Unit are the Clover Police Department [CPD], the Fort Mill Police Department [FMPD], the Rock Hill Police Department [RHPD], the Tega Cay Police Department [TCPD], Winthrop Public Safety [WPS], the York Police Department [YPD], the York County Sheriff's Office [YCSO] and the 16th Circuit Solicitor's Office [Solicitor]. The York County Multi-Jurisdictional Forensic Services Unit (YCMFSU) will be governed by the chief executive officer of each participating agency (Governing Board). The YCMFSU will operate according to the Memorandum of Understanding, operational policies, procedures, rules, and regulations as adopted by the Governing Board.
2. It is agreed that each participating municipal agency, as further delineated in the YCMFSU operational policies, shall assign officer(s) to the York County Sheriff's Office, on a temporary basis, for assignment to the York County Multi-Jurisdictional Forensic Services Unit. While assigned to the YCMFSU the officers so transferred shall be vested with equal authority and jurisdiction as any other regularly commissioned officer of the York County Sheriff's Office.
3. The York County Multi-Jurisdictional Forensic Services Unit has the following responsibilities:
 - 3.1 To provide professional, efficient crime scene evidence collection and processing on a county-wide basis;
 - 3.2 To respond to crime scenes county-wide to collect evidence pertaining to the investigation, apprehension and prosecution of criminal offenders;
 - 3.3 To engage in other traditional methods of investigation in order to provide evidence for the effective prosecution of criminal offenders;

- 3.4 To cooperate with state and federal law enforcement agencies by providing crime scene investigation assistance, and by assisting in the arrest, and prosecution of criminal offenders when requested;
 - 3.5 To enforce all state laws anywhere in York County;
 - 3.6 To enforce all county ordinances in any unincorporated portion of York County;
 - 3.7 To enforce any municipal ordinance of any municipality in York County while the officer is located in that municipality; and
 - 3.8 To conduct any other law enforcement investigation or activity as authorized by the YCMFSU Governing Board.
4. The bond for any officer transferred or assigned shall include coverage for his/her activity while transferred to the York County Sheriff's Office and assigned to the YCMFSU in the same manner and to the same extent provided by bonds of regularly employed officers of York County Sheriff's Office.
 5. The temporary transfer 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 municipality where they are permanently employed.
 6. 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 on a case by case basis.
 7. The parties to this agreement acknowledge, understand and agree:
 - 7.1 York County is made a party to this agreement for the sole purpose of satisfying statutory requirements;
 - 7.2 York County does not have or exercise jurisdiction, supervision, administration, participation, control or involvement in or over the operations of the York County Multi-Jurisdictional Forensic Services Unit, or over York County deputy sheriffs or municipal police officers, whether permanent or temporary, involved or participating in the operations or activities of the YCMFSU;
 - 7.3 Each participant in the YCMFSU shall remain and be deemed an employee of the participating agency by whom he or she is employed for all purposes and each participant will sign a document acknowledging his/her employment status, a copy of which shall be maintained by the commander of the YCMFSU;

- 7.4 York County, the York County Council, and York County officials and employees have no duty, liability or responsibility for the acts or omissions, including alleged constitutional violations of any participant or member of the York County Multi-Jurisdictional Forensic Services Unit;
- 7.5 Subject to any and all applicable legal defenses, each participating agency shall be liable for the acts of their respective employees.
- 7.6 The approval of this agreement is subject in all respects to the terms, conditions, limitations and exceptions stated in this agreement.
8. This agreement shall remain in effect unless rescinded by any party upon written notice to the other parties.
9. This agreement shall supersede, govern and control over any prior YCMFSU agreements executed by the parties.

In witness whereunto, the lawful representative of the parties hereto have set their hands and seals of their respective office by separate signature page.

Signature page for the **County of York** to sign AGREEMENT TO PROVIDE FOR TEMPORARY TRANSFER OF LAW ENFORCEMENT OFFICERS TO THE YORK COUNTY SHERIFF'S OFFICE FOR ASSIGNMENT TO THE YORK COUNTY MULTI-JURISDICTIONAL FORENSIC SERVICES UNIT.

J. Britt Blackwell
Chairman York County Council

Attest: James E. Baker
County Manager

Bruce M. Bryant
Sheriff of York County

Date

Signature page for the **City of Rock Hill** to sign AGREEMENT TO PROVIDE FOR TEMPORARY TRANSFER OF LAW ENFORCEMENT OFFICERS TO THE YORK COUNTY SHERIFF'S OFFICE FOR ASSIGNMENT TO THE YORK COUNTY MULTI-JURISDICTIONAL FORENSIC SERVICES UNIT.

Name: _____
Title _____

Name _____
Title _____

John Gregory – Chief of Police

Date

Signature page for the **City of York** to sign AGREEMENT TO PROVIDE FOR TEMPORARY TRANSFER OF LAW ENFORCEMENT OFFICERS TO THE YORK COUNTY SHERIFF'S OFFICE FOR ASSIGNMENT TO THE YORK COUNTY MULTI-JURISDICTIONAL FORENSIC SERVICES UNIT.

Name: _____
Title _____

Name _____
Title _____

Andy Robinson – Chief of Police

Date

Signature page for the **City of Tega Cay** to sign AGREEMENT TO PROVIDE FOR TEMPORARY TRANSFER OF LAW ENFORCEMENT OFFICERS TO THE YORK COUNTY SHERIFF'S OFFICE FOR ASSIGNMENT TO THE YORK COUNTY MULTI-JURISDICTIONAL FORENSIC SERVICES UNIT.

Name: _____
Title _____

Name _____
Title _____

Rick Evelsizer – Chief of Police

Date

Signature page for the **Town of Fort Mill** to sign AGREEMENT TO PROVIDE FOR TEMPORARY TRANSFER OF LAW ENFORCEMENT OFFICERS TO THE YORK COUNTY SHERIFF'S OFFICE FOR ASSIGNMENT TO THE YORK COUNTY MULTI-JURISDICTIONAL FORENSIC SERVICES UNIT.

Name: _____
Title _____

Name _____
Title _____

Jeff Helms – Chief of Police

Date

Signature page for the **Town of Clover** to sign AGREEMENT TO PROVIDE FOR TEMPORARY TRANSFER OF LAW ENFORCEMENT OFFICERS TO THE YORK COUNTY SHERIFF'S OFFICE FOR ASSIGNMENT TO THE YORK COUNTY MULTI-JURISDICTIONAL FORENSIC SERVICES UNIT.

Name: _____
Title _____

Name _____
Title _____

Randy Grice – Chief of Police

Date