

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 SELECTIVE
TOWN OF FORT MILL)	TRAFFIC ENFORCEMENT 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 Selective Traffic Enforcement Unit (YCMSTEU). 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 Selective Traffic Enforcement 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 regional office of the South Carolina Highway Patrol. The York County Multi-Jurisdictional Selective Traffic Enforcement Unit (YCMSTEU) will be governed by the chief executive officer of each participating agency (Governing Board). The YCMSTEU 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 shall assign officer(s) to the York County Sheriff's Office, on a temporary basis, for assignment to the York County Multi-Jurisdictional Selective Traffic Enforcement Unit. While assigned to the YCMSTEU 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 Selective Traffic Enforcement Unit has the following responsibilities:
 - 3.1 To gather and compile data relating to traffic enforcement needs;
 - 3.2 To devise plans for joint traffic enforcement actions, including coordination with court and detention services;
 - 3.3 To conduct briefings immediately preceding each joint traffic enforcement action to disseminate information regarding the enforcement action;

- 3.4 To conduct joint traffic enforcement actions and engage in public education efforts as necessary in order to effectively reduce traffic violations in York County; and
 - 3.5 To prepare after-action reports as necessary and appropriate to evaluate the success of each event.
 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 YCMSTEU 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 Selective Traffic Enforcement 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 YCMSTEU;
 - 7.3 Each participant in the YCMSTEU 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 YCMSTEU;
 - 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 Selective Traffic Enforcement 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 selective traffic enforcement agreements executed by the parties.

In witness whereof, 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 SELECTIVE TRAFFIC ENFORCMENT 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 SELECTIVE TRAFFIC ENFORCMENT 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 SELECTIVE TRAFFIC ENFORCMENT 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 SELECTIVE TRAFFIC ENFORCMENT 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 SELECTIVE TRAFFIC ENFORCMENT 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 SELECTIVE TRAFFIC ENFORCMENT UNIT.

Name: _____
Title _____

Name _____
Title _____

Randy Grice – Chief of Police

Date