

COUNTY COUNCIL OF BEAUFORT COUNTY

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DEPUTY COUNTY ADMINISTRATOR

LADSON F. HOWELL
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA GOVERNMENTAL COMMITTEE

(Includes Public Safety Division)

Monday, August 6, 2012

4:00 p.m.

Executive Conference Room
Administration Building

Governmental Committee Members:

Jerry Stewart, Chairman
Laura Von Harten, Vice Chairman
Rick Caporale
Gerald Dawson
Brian Flewelling
Herbert Glaze

Staff Support:

Phil Foot, Division Director

1. CALL TO ORDER – 4:00 P.M.
2. UPDATE / LOWCOUNTRY ECONOMIC ALLIANCE
3. UPDATE / ANIMAL SHELTER AND CONTROL DEPARTMENT
4. RESOLUTION APPROVING THE MUTUAL AID AGREEMENTS AND/OR INTER-JURISDICTIONAL AGREEMENTS ENTERED INTO BY THE SHERIFF OF BEAUFORT COUNTY ([backup](#))
5. DISCUSSION / FUNDAMENTAL CAMPAIGN FINANCE REFORM
6. DISCUSSION / LEGISLATIVE POLICY ISSUES
7. ADJOURNMENT

RESOLUTION

A RESOLUTION APPROVING THE MUTUAL AID AGREEMENTS AND/OR INTER-JURISDICTIONAL AGREEMENTS ENTERED INTO BY THE SHERIFF OF BEAUFORT COUNTY

WHEREAS, it is to the mutual advantage and benefit of Beaufort County and each agency identified in the attached listing to render mutual aid law enforcement services as may be needed from time to time. It is further recognized that there may be situations where additional law enforcement officers and services are needed. These services may include, but are not limited to, patrol services, crowd control, traffic control and other emergency service situations. The use of law enforcement officers to perform law enforcement duties outside of the territorial limits of the jurisdiction where the law enforcement officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety, and welfare of the public.

WHEREAS, Intergovernmental law enforcement services and assistance may be provided among jurisdictions during times of emergency and routine law enforcement work when mutual aid would best serve the interests of each jurisdiction and its residents in accordance with Sections 23-1-210 and 23-20-10 et seq. of the Code of Laws of South Carolina, 1976 as amended.

WHEREAS, any agreements entered into pursuant to this law on behalf of a law enforcement authority must be approved by the appropriate state, county, or local law enforcement authority's chief executive officer

WHEREAS, law enforcement officers acting under this agreement shall be commanded by superior authority from within their own agency to maintain the peace or perform duties outside of their territorial limits. These law enforcement officers shall be under direction and authority of one person from their own agency/jurisdiction. That person shall in turn be under the direction and authority of the host jurisdiction to which they are called to perform law enforcement or peace duties. They shall have all powers and authority of law enforcement officers and peace officers as provided by law, including the power of arrest. All arrests and any enforcement actions and prosecutions shall remain within the jurisdiction where such actions would be properly brought in the absence of this agreement.

WHEREAS, this governing body acknowledges and approves the memorandum of understanding among the attached list of agencies that has been in place with the Sheriff since 1999 that allows law enforcement services and assistance to be provided among these jurisdictions during times of emergency and routine law enforcement work when mutual aid would best serve the interests of each jurisdiction and its residents.

WHEREAS, The County of Beaufort authorizes the Sheriff of Beaufort County or his designee, to render and request mutual law enforcement aid from any Municipality or County agency as identified in the attached listing to the extent of available personnel and equipment not

required for adequate protection of the remainder of the County. The Sheriff or Commanding Officer of the Beaufort County Sheriff's Office shall determine the amount of personnel and equipment available to render mutual law enforcement aid to the requesting agency. It is further recognized that his/her decision shall be final.

WHEREAS, The Sheriff of Beaufort County is authorized to enter into an agreement with Federal, State and Local authorities as it relates to the Beaufort/Jasper Multi Agency Drug Task Force.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Beaufort, South Carolina, that County Council hereby approves the attached mutual aid agreement and authorizes the Sheriff of Beaufort County to enter into agreement with each Municipality or County agency, identified in the attached listing.

Adopted this ____ day of _____ 2012.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Wm. Weston J. Newton, Chairman

ATTEST:

Suzanne M. Rainey, Clerk to Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) (INSERT AGENCY)/BEAUFORT COUNTY

**LAW ENFORCEMENT
MUTUAL AID AGREEMENT**

This agreement, made between **(INSERT AGENCY)** and **the Beaufort County Sheriff's Office** provides as follows:

SECTION 1: Purpose of Agreement

Whereas, it is to the mutual advantage and benefit of **(INSERT AGENCY)** and **Beaufort County** that each agency agrees to render mutual aid law enforcement services as may be needed from time to time. It is further recognized that there may be situations where additional law enforcement officers and services are needed. These services may include, but are not limited to, patrol services, crowd control, traffic control and other emergency service situations. The use of law enforcement officers to perform law enforcement duties outside of the territorial limits of the jurisdiction where the law enforcement officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety, and welfare of the public.

SECTION 2: Authorization

- a) Intergovernmental law enforcement services and assistance may be provided among jurisdictions during times of emergency and routine law enforcement work when mutual aid would best serve the interests of each jurisdiction and its residents in accordance with Sections 23-1-210 and 23-20-10 et seq. of the Code of Laws of South Carolina, 1976 as amended.
- b) It shall be the responsibility of each agency to provide the other with verification of the approval and authorization by their respective governing council to enter into agreement.

SECTION 3: Power of Authority

- a) The **Sheriff or Commanding Officer of the Beaufort County Sheriff's Office** shall determine the amount of personnel and equipment available to render mutual law enforcement aid to **(INSERT AGENCY)**. His/Her decision shall be final.
- b) The **Sheriff or Commanding Officer of the (INSERT AGENCY) Sheriff's Office** shall determine the amount of personnel and equipment available to render mutual law enforcement aid to **Beaufort County**. His/Her decision shall be final.
- c) Law enforcement officers acting under this agreement shall be commanded by superior authority from within their own agency to maintain the peace or perform duties outside of their territorial limits. These law enforcement officers shall be under direction and authority of one person from their own agency/jurisdiction. That person shall in turn be under the direction and authority of the host jurisdiction to which they are called to perform law enforcement or peace duties. They shall have all powers and authority of law enforcement officers and peace officers as provided by law, including the power of arrest. All arrests and any enforcement actions and prosecutions shall remain within the jurisdiction where such actions would be properly brought in the absence of this agreement.

SECTION 4: Compensation

- a) Cooperative law enforcement service shall be rendered without charge to reciprocal participating agencies for routine law enforcement activities.
- b) In the event of any extraordinary cost incurred in the rendering of aid under this agreement, a request may be submitted for compensation by the agency rendering aid.

SECTION 5: Liability

- a) Participating agencies shall not be liable or obligated to indemnify any other person or entity for any of its equipment damaged or destroyed and the individual officers shall not be indemnified for any material damage to his/her property, injury to his/her person or on account of his/her death resulting from the performance under this agreement.
- b) The party receiving aid under this agreement shall not be responsible for reimbursing any amounts paid or due as benefits to employees of a party giving aid under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both parties shall be responsible for payment of compensation and benefits only to their respective employees.
- c) All individuals retain all compensation, pension, retirement and disability rights while performing duties in accordance with this agreement, and all officers shall continue to be paid by the entity where they are permanently employed as of the dates services are rendered.
- d) This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action under this agreement for any cause whatsoever.
- e) To the extent permitted by law, and without waiving sovereign immunity, each agency shall be responsible for any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing aid or law enforcement services under this agreement.

SECTION 6: Equipment and Facilities

Each law enforcement agency may utilize equipment from their respective agency or other law enforcement agencies in carrying out their duties under this agreement. Each agency shall also maintain records concerning the performance of services provided by the agency

SECTION 7: Effective Date of Agreement

- a) This agreement shall be in effect and legally binding when signed by each agency executive.
- b) This agreement shall be executed in multiple originals and each counterpart shall be given full force and effect.

SECTION 8: Termination of Agreement

This Agreement shall become effective and renew automatically one year from the date of last executive signature, unless fourteen (14) days notice of intent to terminate is provided by one of the parties.

BEAUFORT COUNTY

BY: _____

ITS: Sheriff

DATE: _____

(INSERT AGENCY)

BY: _____

ITS: _____

DATE: _____

Witness _____ Date _____

Witness _____ Date _____

2012 Beaufort County Sheriff's Office Mutual Aid Agreements

The following agencies have entered into Mutual Aide Agreements with the Beaufort County Sheriff's Office:

- Anderson County Sheriff's Office
- Greenville County Sheriff's Office
- Spartanburg County Sheriff's Office
- York County Sheriff's Office