

COUNTY COUNCIL OF BEAUFORT COUNTY

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DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA GOVERNMENTAL COMMITTEE (Includes Public Safety Division) Monday, December 3, 2012 3:00 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 – 3:00 P.M.
2. OVERVIEW / PUBLIC SAFETY DIVISION
3. TEXT AMENDMENTS TO THE BLUFFTON FIRE DISTRICT CHARTER ([backup](#))
4. UPDATE / ISO RELATED ISSUES COUNTYWIDE
5. AGREEMENT BETWEEN TOWN OF BLUFFTON POLICE DEPARTMENT AND SHERIFF'S OFFICE ([backup](#))
6. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS
 - A. Lowcountry Council of Governments
7. ADJOURNMENT



COUNTY COUNCIL OF BEAUFORT COUNTY

CHARTER

BLUFFTON TOWNSHIP FIRE DISTRICT

ARTICLE II. FIRE DISTRICTS

DIVISION 1. GENERALLY

TO CREATE THE BLUFFTON TOWNSHIP FIRE DISTRICT

Section 42-51. Creation Boundaries:

There is created a Bluffton Township Fire District in the County, which shall include all the properties in the County South of the Broad River with the exception of the Town of Hilton Head Island and Daufuskie Island.

Section 42-51.1. Fire District Board:

- (a) *Membership.* There is hereby established a Bluffton Township Fire District Board, composed of a seven (7) member Board appointed by the Beaufort County Council. The Board shall include one (1) member nominated by the Bluffton Town Council for appointment by the Beaufort County Council; one (1) member who resides in each of Beaufort County Council Districts 5, 6, 7, 8, and 9; and the seventh (7th) member shall be at large from one of the five (5) County Council Districts making up the Fire District.
- (b) *Terms.* Terms of the office shall be four (4) years or reappointed until successors are appointed and qualify. Provided, however, that of those first appointed, three shall serve for four years and two shall serve for two years, the respective terms of office being designated by County Council in its appointments. The members of the Board shall serve without pay and shall file an annual report with the Beaufort County Council not later than the first of November of each year, showing all activities and disbursements made by the District during the fiscal year.

Section 42-51.2. Powers, Duties and Responsibilities:

- (a) *Bluffton Township Fire District Board.* The Board shall have the following powers, duties and responsibilities:
 - 1) To approve and adopt an Annual Budget subject to the approval by the County Council.
 - 2) To implement the Annual Budget for the operation of the District and approve the expenditure of all funds.
 - 3) To provide managerial controls to ensure the effective oversight of the Bluffton Township Fire District's annual budget.

- 4) To approve and adopt plans for the purchase of such firefighting, medical and rescue equipment as the Board deems necessary for the purpose of controlling fires and effecting medical and rescue response within the money allocated or made available to the District for such purpose.
- 5) To approve and adopt plans for the selection, procurement of land and construction of buildings, fire and EMS stations within the area where firefighting apparatus, medical and rescue equipment shall be kept and maintained subject to the approval by the County Council.
- 6) Subject to the approval by the County Council to approve and adopt plans for borrowing money on such terms and for such a period as the Bluffton Township Fire District Board may deem most beneficial for the Fire District in anticipation of taxes. The indebtedness shall be evidenced by a note issued by Beaufort County Council and the County Treasurer.
- 7) The Fire District Board shall be responsible for developing a list of qualified candidates for the position of Fire Chief, which shall be presented to the County Administrator who shall have ultimate authority after consultation with the Fire District Board to hire the Fire Chief.
- 8) The Fire District Board in consultation with the County Administrator shall be responsible for developing performance standards to effectively evaluate the Fire Chief. The Fire District Board shall be responsible for conducting an annual performance evaluation implementing such performance standards with such evaluation being provided to the County Administrator for purposes of promotion, demotion, and termination. The ultimate authority with regards to the evaluation of the Fire Chief shall be with the County Administrator.
- 9) To manage fire and rescue resources and services for the Beaufort County citizenry residing within the Bluffton Township Fire District.
- 10) To approve and adopt policies to ensure that firefighting, rescue and medical equipment is properly utilized to the best advantage of the Fire District.
- 11) To adopt and approve a "Hiring and Retention" policy that will comply with established Beaufort County Council goals and objectives and provide the District with qualified salaried personnel to effectively provide fire suppression and medical services.
- 12) Consistent with the Beaufort County Code Sec. 2-194, the Board shall be responsible for the development of a Fire District strategic plan, including goals and objectives congruent with the comprehensive plan formulated and written by the council, which shall have a scope of five years and shall contain specific, measurable and time-phased goals for the current budget year and four out-years. In addition, the Board shall present the strategic plan to the council annually as scheduled by the County Administrator. The time period for compliance with the ordinance in this respect is six months after formulation, finalization and approval of the county's strategic plan.
- 13) To provide a forum for public opinion concerning the Bluffton Township Fire District's Strategic Plan.
- 14) All Board Members and staff will adhere to policy set forth in the BTFD Fire Board Administrative Policy Manual adopted April 2009 in conducting administrative and managerial functions of the Fire District.

SECTION 42-51.3. FIRE CHIEF RESPONSIBILITIES:

(a) *Bluffton Township Fire District Fire Chief.* The Bluffton Township Fire Chief shall have certain responsibilities related to the operation of the Bluffton Township Fire Department. These responsibilities include, but are not limited to, the responsibilities outlined below:

- 1) To prepare and submit an Annual Budget to the Bluffton Township Fire District Board for all expenditures of the Bluffton Township Fire District.
- 2) To provide managerial controls to ensure the effective oversight of the Bluffton Township Fire District's Annual Budget.
- 3) To prepare and submit plans to the Bluffton Township Fire District Board for the purchase of such firefighting, medical and rescue equipment and procurement of land and construction of buildings and fire stations as the Fire Chief deems necessary for the purpose of controlling fires and effecting medical and rescue response within the money allocated or made available to the Fire Chief for such purpose and to ensure proper controls and coordination of all purchasing activities in accordance with Beaufort County Procurement requirements.
- 4) To prepare and make recommendations, including plans, to the Bluffton Township Fire District Board for the selection and procurement of firefighting, medical and rescue equipment.
- 5) To prepare and submit plans in compliance with the Bluffton Township Fire District Hiring Policy for the selection and hiring of salaried and non – salaried personnel staff to effectively provide fire protection services and serve the Beaufort County citizenry residing within the Bluffton Township Fire District.
- 6) To hire, supervise, train, promote, provide direction, discipline and terminate Bluffton Township Fire District employees in compliance with Bluffton Township Fire District policies and procedures.
- 7) To administer annual performance standards as established by the Bluffton Township Fire District policies and procedures to effectively evaluate Fire District employee's work performance.
- 8) To plan and organize activities of the Fire District regarding utilization of personnel, facilities and equipment, fire prevention, public education, training, code enforcement, fire suppression, rescue and emergency medical service.
- 9) To establish overall equipment specification requirements and major equipment purchase recommendations.
- 10) To ensure the proper upkeep, maintenance, repair and inspection of Bluffton Township Fire District fire apparatus and equipment.
- 11) To respond to public inquiries and aid in conflict resolution with citizens and fire/rescue personnel.
- 12) To represent the Bluffton Township Fire District on various community commissions, committees and public safety concerns.
- 13) To approve and adopt such operational rules and regulations as he/she may deem proper and necessary to ensure that the equipment is used and firefighting service is provided to the best advantage of the District.

- 14) To present the Bluffton Township Fire District's Strategic Plan, in coordination with the Bluffton Township Fire District Board, to the Beaufort County Council annually as scheduled by the County Administrator. The time period for compliance with the ordinance in this respect is six (6) months after formulation, finalization and approval of the County's Strategic Plan.
- 15) To provide an initial forum for public opinion concerning the Bluffton Township Fire District's Strategic Plan.
- 16) To make recommendations and presentations, in coordination with the Bluffton Township Fire District Commission, to Beaufort County Council for final judgment concerning the Bluffton Township Fire District's Strategic Plan.

SECTION 42-52. ENFORCEMENT OF FIRE LAWS:

All members of the Bluffton Township Fire District may direct and control traffic at the scene of any fire, medical or rescue emergency in the area of the District and enforce the state laws relating to the following of fire, medical and rescue apparatus, the crossing of fire hose or interfering with firefighters in the discharge of their duties in connection with a fire, medical or rescue emergency in a like manner as provided for the enforcement of such laws by Peace Officers.

SECTION 42-53. UNLAWFUL ACTS; PENALTIES:

It is unlawful to interfere with a member of a fire department in the discharge of his duties in the Bluffton Township Fire District or to interfere with any fire, medical or rescue apparatus used by the Fire Department in the District and any person so offending shall be subject to a fine not to exceed \$200.00 or imprisonment not to exceed thirty (30) days.

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

TOWN OF BLUFFTON/BEAUFORT COUNTY)

LAW ENFORCEMENT

MUTUAL AID AGREEMENT

This agreement made this 23rd day of May, 2011, between the Town of Bluffton, through the Bluffton Police Department and Beaufort County, through the Beaufort County Sheriff's Office provides as follows:

SECTION 1: Purpose of Agreement

Whereas, it is to the mutual advantage and benefit of the **Town of Bluffton 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, drug investigations, and other emergency or non emergency service situations as requested. 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

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 of the Code of Laws of South Carolina, 1976 and as amended.

SECTION 3: Power of Authority

- a) **The Town of Bluffton** authorizes the **Bluffton Police Chief or his designee**, to render and request mutual law enforcement aid from the **Beaufort County Sheriff's Office** to the extent of available personnel and equipment not required for adequate protection of the remainder of the Town. **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 Town of Bluffton**. His/Her decision shall be final.
- b) **The County of Beaufort** authorizes the **Sheriff of Beaufort County or his designee**, to render and request mutual law enforcement aid from **the Bluffton Police Department** to the extent of available personnel and equipment not required for adequate protection of the remainder of the Town. **The Chief of Police or Commanding Officer of the Bluffton Police Department** 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 own 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 government entity.

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 renew automatically one year from the date this document is executed, and will thereafter continue to renew annually unless fourteen (14) days notice of intent to terminate is provided by one of the parties.

Michael M. Halford

Witness

11/30/12

Date

Witness

Date

Witness

Date

Witness

Date

BEAUFORT COUNTY

BY: [Signature]

ITS: Sheriff

REVIEWED & CONCUR

BY: [Signature]

ITS: County Administrator

CITY OF BEAUFORT

BY: _____

ITS: Chief of Police

REVIEWED & CONCUR

BY: _____

ITS: Town Administrator