

City of Florence, South Carolina
Police Department

324 West Evans Street
Florence, South Carolina 29501
Administration: (843) 676-8800
FAX: (843) 679-5677
24-Hour Non-Emergency Calls: (843) 665-3191



March 13, 2017

Chief Jerry Thompson
Hartsville Police Department
P.O. Box 2497
Hartsville, SC 29551

RE: Inter-Agency Law Enforcement Cooperation Agreement
City of Florence and Hartsville Police Department

Dear Chief Thompson:

As you are probably aware, the legislature amended the statutes related to law enforcement mutual aid agreements in June of 2016. We received the mutual aid agreement template from the SC Sheriff's Association, which has been vetted by the Municipal Association. The template was reviewed by our attorney who has determined that it meets the specific requirements and language as stated in the new statutes.

In an effort to continue our long time cooperation between our jurisdictions, we have prepared a new Agreement for the consideration of all of our cooperating neighbors.

We have enclosed two signed copies of the agreement. Please sign both copies and return one to us in the envelope provided. Also enclosed, you will find a copy of Resolution 2016-23, which was passed by Florence City Council on November 14, 2016 specifically approving these agreements.

Please send us a copy of the resolution signed by your governing body.

If you have any questions, please feel free to call me anytime.

With kind regards,

Yours very truly,

A handwritten signature in black ink, appearing to read "Allen Heidler".

Allen Heidler
Chief of Police

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

RESOLUTION 2016-23

A RESOLUTION AMENDING RESOLUTION 2013-02 RATIFYING AND APPROVING MULTI-JURISDICTIONAL AGREEMENTS ENTERED INTO BY THE FLORENCE POLICE DEPARTMENT WITH SURROUNDING LAW ENFORCEMENT AGENCIES AND AUTHORIZING THE CITY MANAGER TO APPROVE AND SIGN MATERIALLY EQUIVALENT AGREEMENTS ENTERED INTO BY THE POLICE DEPARTMENT IN THE FUTURE.

WHEREAS, the City of Florence previously adopted Resolution 2013-02 wherein it ratified and approved multi-jurisdictional agreements entered into by the Florence Police Department with surrounding law enforcement agencies and authorized the city manager to approve and sign materially equivalent agreements entered into by the police department in the future.

WHEREAS, at the conclusion of the 2016 Legislative Session in Columbia, the legislature adopted Bill No. 222 which amended Chapter 20 of Title 23 of the SC Code of Laws, and while this amendment did not change the law applicable to the process required for the City Police Department to enter into to multi-jurisdictional agreements with other law enforcement agencies, it did repeal several code sections which were specifically referenced in Resolution 2013-002, thus bringing about the need to amend that Resolution to reference the correct SC Code sections.

WHEREAS, Section 23-20-30 of the South Carolina Code of Laws specifically authorizes law enforcement agencies to enter into contractual agreements with other law enforcement providers.

WHEREAS, Section 23-20-40 of the South Carolina Code of Laws sets out required contractual provisions for such contracts between law enforcement providers, and, in subparagraph C requires that all such agreements and contracts between law enforcement providers be approved by the governing body of municipalities.

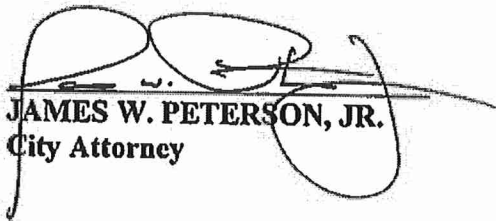
WHEREAS, the police department for the City of Florence, in recognition of the need to promote public safety through the careful coordination with law enforcement agencies throughout the areas surrounding the City of Florence, has developed a standard form for multi-jurisdictional agreements and, using the "Florence Form", has entered into and is in the process of entering into contractual agreements with law enforcement providers throughout our area which are proper and prudent in the exercise of public safety functions;

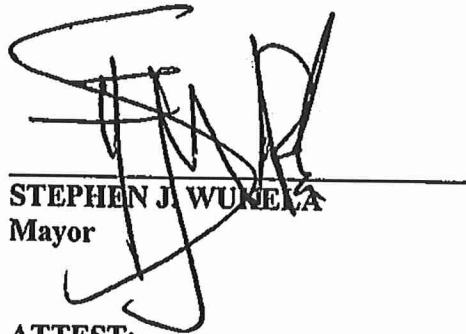
WHEREAS, in addition to said agreements utilizing the "Florence Form", the police department for the City of Florence has, at the request of other jurisdictions, also entered into several contractual agreements with law enforcement providers in our area which are proper

2. Furthermore, we hereby specifically authorize the City Manager of the City of Florence to approve and execute materially equivalent multi-jurisdictional agreements entered into by the City of Florence Police Department in the future without the need to obtain Council authorization.


AND IT IS SO RESOLVED this 14th ^{November} day of ~~October~~, 2016.

APPROVED AS TO FORM:


JAMES W. PETERSON, JR.
City Attorney


STEPHEN J. WUNEKA
Mayor

ATTEST:


DIANNE M. ROWAN
Municipal Clerk

APPROVED ON FIRST READING AT A
MEETING OF FLORENCE CITY COUNCIL
DATE First
ADOPTED ON ~~SECOND~~ READING
DATE November 14, 2016
COPY TO _____

STATE OF SOUTH CAROLINA)
)
) LAW ENFORCEMENT
) ASSISTANCE AND SUPPORT AGREEMENT
COUNTY OF FLORENCE)

This agreement is made and entered into this 13th day of March, 2017, by and between the **Florence Police Department**, 324 West Evans Street, Florence, SC 29501 and the Hartsville Police Department, P.O. Box 2497, Hartsville, SC 29551.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines;

WHEREAS, the **Florence Police Department** desires to enter into such an agreement with the Hartsville Police Department for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

WHEREAS, all governmental bodies required to approve this agreement under Section 23-20-40(B) have done so.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written Agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This Agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all

powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Traffic Control and Safety;
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by the Chief of the Florence Police Department, or his/her designee, or the Chief of Hartsville Police Department, or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by the Chief of the Florence Police Department, or his/her designee, or the Chief of Hartsville Police Department, or his/her designee. If the

request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, COSTS, AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

6. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. MODIFICATION OR AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. SEVERABILITY

Should any part of this Agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

13. BINDING SUCCESSORS IN OFFICE

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

14. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

15. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

16. TERM AND RENEWAL


This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

17. USE OF EQUIPMENT AND FACILITIES

Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

FLORENCE POLICE DEPARTMENT



ALLEN HEIDLER
Florence Police Chief

WITNESSES



Witness

HARTSVILLE POLICE DEPARTMENT

JERRY THOMPSON, Chief
Hartsville Police Department

Witness