

## **STATE OF SOUTH CAROLINA**

### **SELECTIVE TRAFFIC ENFORCEMENT**

#### **4<sup>TH</sup> JUDICIAL CIRCUIT LAW ENFORCEMENT TRAFFIC NETWORK TEAM MUTUAL AID AGREEMENT**

WHEREAS, Section 23-20-40 of the Code of Laws of South Carolina authorizes municipalities or county law enforcement agencies to enter into agreements for mutual police assistance; and

WHEREAS, the undersigned agencies find that prevention, detention and enforcement of motor vehicle moving violations, driving under the influence violations, and other violations can best be served by the creation of a regional approach to law enforcement, resulting in better coordination and less duplication in law enforcement effort; and

WHEREAS, the undersigned agencies find that a Mutual Aid Agreement is necessary in order to protect the safety and well-being of the respective agencies; and

WHEREAS, the undersigned agencies wish to cooperate in mutual police assistance in furtherance of these goals under the term of this agreement;

NOW, THEREFORE, it is mutually agreed by the among undersigned agencies; by their respective chief, sheriff, executive officer, duly authorized, to the following:

#### **ARTICLE ONE: PROVISION OF PERSONNEL AND EQUIPMENT**

1. The chief executive officer of the undersigned agencies hereby delegate to the Chiefs of Police, Sheriffs, Colonel of the South Carolina Highway Patrol and Colonel of the South Carolina State Transport Police of their respective agencies the authority to determine when the provision of police personnel and equipment best serves the purpose of this agreement.
2. During the deployment of personnel and equipment pursuant to this agreement, the officers so deployed shall be deemed a member of the 4<sup>th</sup> Judicial Circuit Law Enforcement Network (TEAM), and each shall have the same powers, duties, privileges and immunities as are conferred on the police officers of the agency in whose jurisdiction the TEAM or any of its officers are operating.

3. During each deployment, the host agency should provide a Sergeant-grade or higher police officer to supervise and coordinate the TEAM while it is in the field. It is anticipated that each agency shall take turns providing the supervisors, if the host agency is unable to provide one.
4. Deployment will be on a rotating basis to each participating jurisdiction on a schedule agreed upon by the agency heads or their delegates. All deployment shall be approved by each respective agency head.

## **ARTICLE TWO: DUTIES OF PERSONNEL**

1. All personnel assigned to a deployment pursuant to this agreement shall, upon notification, deploy to the location to which they have been assigned and place themselves under the direction of the TEAM'S supervising officer. The host agency will determine the nature and scope of the traffic problem to be addressed by the TEAM personnel.
2. Each officer assigned to the TEAM shall wear a 4<sup>th</sup> Judicial Circuit designated uniform or his/her regular duty agency uniform, and a reflective traffic vest.
3. The officer issuing the citation and summons shall process all non-custodial arrests made pursuant to this agreement. Custodial arrest will be transported to the host agency detention station or county detention facility identified by the host agency for processing.
4. All TEAM personnel shall monitor the host agency radio and conduct routine radio transmissions for the following: Drivers License, Vehicle Tags, Warrants and NCIC inquiries with the host agency.
5. All cases made by the TEAM personnel will be set for court in the appropriate venue of the host agency (i.e. the municipal court of the host municipal agency or the appropriate county magistrate if outside a municipality).
6. The TEAM officer issuing any citation must obtain a completed South Carolina Uniform Traffic Citation Transmittal Form for the host agency clerk of court and return to their respective agency's court.
7. Reports for custodial arrest or other criminal matters will be completed by the host agency on the agency incident report form with the host agency ORI number.

### **ARTICLE THREE: REIMBURSEMENT AND LIABILITY**

1. Each participating agency agrees that it shall be responsible for all of its own cost which has been incurred in providing assistance under this agreement, whether that agency's equipment and personnel were operating within or outside its own jurisdiction. Such cost may include, but are not limited to:
  - a. The actual payroll cost to the agencies of all personnel assigned;
  - b. The replacement cost of all equipment lost, destroyed, or made unavailable for further service;
  - c. Fuel and maintenance for patrol vehicles;
  - d. The cost of repairing damaged equipment;
  - e. Awards for death, disability or injury provided pursuant to this agreement to the extent that such award exceed Worker's Compensation coverage;
  - f. Worker's Compensation claims;
  - g. Survivors benefits
2. The services performed under this agreement shall be deemed for public and governmental purpose and all immunities from liability enjoyed by the local government within its boundaries shall extend to its participation under this agreement outside its boundaries.
3. To the extent allowed by law, each agency shall indemnify and hold harmless the other agencies to this agreement from all claims by third parties for property damage or personal injury (including death), which may arise out of and be solely identifiable to the activities of that agency. Each agency is liable only for their own percentage of negligence as determined by the courts.



#### **ARTICLE FOUR: MISCELLANEOUS**

1. Participation in this agreement does not bind any agency to provide assistance to any specific request for a deployment.
2. The Sheriff, Chief of Police, Colonel of the South Carolina Highway Patrol, Colonel of the South Carolina State Transport Police or Director of the agency providing assistance may, if necessary to protect the well being of said agency, recall any personnel or equipment pursuant to this agreement.
3. Withdrawal from this agreement by any agency hereto shall be made by giving (30 Days) written notice to all other agencies; but shall not terminate the agreement among the remaining agencies.

#### **ARTICLE FIVE: POLICY ISSUES**

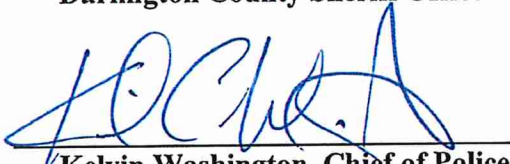
Participation agencies and individual officers, deputies, troopers or transport police agree to abide by the following policies (these policies do not preclude officers from adhering to their respective agency policies);

1. Only personnel trained and certified in its use under existing South Carolina training standards and practices will operate radar or other speed measuring devices.
2. Use of deadly force will be limited to the defense of self or a third party from an attack,
3. which threatens death or serious injury, or to prevent the escape of a violent, dangerous
4. Offender who would pose a threat to the public or other officers.
5. Forcible stopping: Intentional striking, bumping, or ramming of a fleeing vehicle shall be authorized only as a last resort to stop a fleeing vehicle when the offender poses a clear threat of death or serious harm to the public or officers.
6. Roadblocks: The use of a roadblock will be authorized only as a last resort to stop a fleeing vehicle, and will not be authorized unless the use of deadly force would be allowed.

7. Termination of pursuit: A vehicle pursuit initiated by the TEAM will be terminated under any of the following circumstances:
- a. In the opinion of the officer, deputy, trooper, or transport police initiating the pursuit, the TEAM supervisor, or any supervisor of the host agency, the pursuit has created an unreasonable danger that outweighs the need for immediate apprehension.
  - b. The suspect's identity has been established so that a later apprehension can be accomplished, and there is no longer need for immediate apprehension.
  - c. Environmental conditions contribute to an unreasonable hazard created by continuing pursuit, or indicate the futility of continuing pursuit.
  - d. The location of the suspect's vehicle is no longer known.
  - e. An officer, deputy, trooper, or transport police of the TEAM is engaged in a vehicle pursuit will immediately terminate upon the instruction of the TEAM supervisor or supervisor of the host agency.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

\_\_\_\_\_  
Tony Chavis, Sheriff  
Darlington County Sheriff Office

  
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Kelvin Washington, Chief of Police  
Darlington Police Dept.

\_\_\_\_\_  
Date Executed

  
\_\_\_\_\_  
Date Executed

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*Natalie M. Zeigler, City Manager*

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*Date Executed*

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**Jerry Thompson, Chief of Police  
Hartsville Police Dept.**

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**Date Executed**

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**George Wilkes, Chief of Police  
Lamar Police Dept.**

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**Date Executed**

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**David Young, Chief of Police  
Society Hill Police Dept.**

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**Date Executed**

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**Jay Brooks, Sheriff  
Chesterfield County Sheriff Office**

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**Date Executed**

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**Craig Greenlee, Chief of Police  
Pageland Police Dept.**

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**Date Executed**

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**Eric Hewett, Chief of Police  
Chesterfield Police Dept.**

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**Date Executed**

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**Keith Thomas, Chief of Police  
Cheraw Police Dept.**

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**Date Executed**

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**Major Hulon, Sheriff  
Dillon County Sheriff Office**

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**Date Executed**

<b>Derrick Cartwright, Chief of Police</b> <b>Latta Police Dept.</b>	<b>Date Executed</b>
<b>Joe Rogers, Chief of Police</b> <b>Dillon Police Dept.</b>	<b>Date Executed</b>
<b>Wayne Campbell , Chief of Police</b> <b>Lake View Police Dept.</b>	<b>Date Executed</b>
<b>Charles Lemon, Sheriff</b> <b>Marlboro County Sheriff Office</b>	<b>Date Executed</b>
<b>Kevin Miller, Chief of Police</b> <b>Bennettsville Police Dept.</b>	<b>Date Executed</b>
<b>, Chief of Police</b> <b>McColl Police Dept.</b>	<b>Date Executed</b>
<b>Kevin Treadaway, Chief of Police</b> <b>Clio Police Dept.</b>	<b>Date Executed</b>