



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

Agenda Item No.

16a

TO: Honorable Mayor and Members of City Council
FROM: John F. McDonough, City Manager

Ordinance/First Reading Ordinance/Second & Final Reading Resolution/First & Final Reading Information Only

AGENDA DATE REQUESTED: February 22, 2021

ORDINANCE/RESOLUTION CAPTION:

RESOLUTION TO APPROVE A LAW ENFORCEMENT ASSISTANCE, SUPPORT, AND JURISDICTION AGREEMENT BETWEEN THE CITY OF GREENVILLE POLICE DEPARTMENT AND THE GREENVILLE COUNTY SHERIFF'S OFFICE

SUMMARY BACKGROUND:

This Resolution authorizes a Mutual Aid Agreement with Greenville County Sheriff's Office for law enforcement assistance.

IMPACT IF DENIED:

The Agreement will not be approved.

FINANCIAL IMPACT:

N/A

REQUIRED SIGNATURES

Department Director

DocuSigned by:
Howie Thompson
EDD8600A95F84FA...

City Attorney

DocuSigned by:
michael pitts
5E0F2A267E2D413...
DocuSigned by:

OMB Director

City Manager

DocuSigned by:
John McDonough
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A R E S O L U T I O N

TO APPROVE A LAW ENFORCEMENT ASSISTANCE, SUPPORT, AND JURISDICTION AGREEMENT BETWEEN THE CITY OF GREENVILLE POLICE DEPARTMENT AND THE GREENVILLE COUNTY SHERIFF’S OFFICE

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 and authority across jurisdictional lines; and

WHEREAS, any agreement entered into pursuant to this law on behalf of a law enforcement authority must be approved by the appropriate governing body of each concerned county, incorporated municipality, or other political subdivision of this state; and

WHEREAS, the Greenville City Police Department and the Greenville County Sheriff’s Office desire to enter into a Law Enforcement Assistance, Support and Jurisdiction Agreement (“Agreement”) for the prudent exercise of public safety functions in substantially the same form as is attached as Exhibit A and herein incorporated by reference; and

WHEREAS, City Council finds the attached Agreement reasonable and in the best interests of the citizens of Greenville County; and

WHEREAS, City Council finds the Agreement should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, City Council approves the Agreement in substantially the same form as attached hereto and incorporated herein as Exhibit A, and hereby authorizes the City Manager to execute same. The City Manager, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the attached documents as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review before the final execution.

RESOLVED THIS _____ DAY OF _____, 2021.

MAYOR

Attest:

CITY CLERK

EXHIBIT A

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF GREENVILLE)

LAW ENFORCEMENT ASSISTANCE AND
SUPPORT AGREEMENT

This agreement is made and entered into this ____ day of _____ 20
, by and between the Greenville County Sheriff’s Office, 4 McGee Street,
Greenville, SC 29601 and the Greenville Police Department, also of 4 McGee
Street, Greenville, SC 29601.

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 and authority
across jurisdictional lines; and

WHEREAS, the Greenville Police Department and the Greenville County
Sheriff’s Office desire to enter into such an agreement 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; and

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.

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 or her 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 affect 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 jurisdiction requesting or permitting the response. 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. REQUESTS 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. In addition, it is contemplated and permitted under this agreement that, from time to time, law enforcement officers may be required to exercise police powers across jurisdictional lines, pursuant to active investigations initiated within the respective agency's jurisdiction. In such circumstances, the initiating agency will serve notice to the other agency, to de-conflict, to enhance safety and to provide an opportunity for the other agency to assist. Furthermore, in the circumstances described in the second sentence of this paragraph, the Greenville County Sheriff's Office (hereinafter "GCSO"), in its sole discretion, shall retain the right to deny permission to the Greenville Police Department (hereinafter "GPD") to exercise GPD's police powers in the unincorporated areas of Greenville County. Nothing in this paragraph shall affect the ability of GPD to exercise its police powers outside the city limits of Greenville pursuant to Sections 5-7-120, 17-13-40, and 17-13-45 of the South Carolina Code of Laws. 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 Sheriff of Greenville County, or his/her designee, or the Chief of Police of the City of Greenville, 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 Sheriff of Greenville County, or his/her designee, or the Chief of Police of the City of Greenville, 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. When requested, 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. When exercising extra-territorial jurisdiction pursuant to an active investigation, a responding officer shall report through the officer-in-charge of their respective agency, and shall follow the lawful orders and commands of that officer.

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 the agency's records 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. LEGAL CONTINGENCIES

Neither Party shall be responsible for defending any legal action brought against the other Party or its employees arising out of circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, costs, damages or verdicts incurred by the other Party in such legal action.

16. TERMINATION

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

17. 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.

18. 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.

19. RADIO COMMUNICATIONS

Radio communications between the requesting law enforcement agency and the assisting law enforcement officers shall be maintained by use of the State regional radio channel system, unless a radio channel that is mutually shared by

the parties hereto is otherwise available.

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

GREENVILLE COUNTY SHERIFF'S OFFICE

Witness

Hobart Lewis, Sheriff

GREENVILLE POLICE DEPARTMENT

Witness

John F. McDonough, City Manager

Approved as to form:

City Legal Department

Reviewed:

City of Greenville Police Chief

Reviewed:

City Deputy Director of OMB

Reviewed:

City Risk Manager

Received:

City Purchasing Administrator