

**STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BEAUFORT)**

**LAW ENFORCEMENT
VIOLENT CRIMES TASK FORCE
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made and entered into as of ____ day of _____, 2023 (“Effective Date”) by and between **Beaufort County Sheriff’s Office** (“BCSO”), **Town of Bluffton** (“Town”), and **Bluffton Police Department** (“Bluffton PD”), hereinafter referred to collectively as the “Parties”.

WHEREAS, the Parties acknowledge that strengthening cooperation between local law enforcement agencies is critical to combat criminal activity and violent crime; and,

WHEREAS, establishing sound and reasonable mechanisms to promote and encourage inter-governmental coordination and communication will increase effectiveness by reducing duplication of efforts, inefficient use of law enforcement personnel and resources, and contradictions between police departments; and,

WHEREAS, the Parties recognize that violent crime and drug trafficking within Beaufort County and beyond seriously and adversely affects the safety of residents and citizens and the quality of life for all people within Beaufort County; and,

WHEREAS, Sections 23-20-10 through 23-20-60 of the Code of Laws of South Carolina (1976) as amended provides that any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions. These sections specify contractual provisions and approvals that are required for such an agreement. The officers and law enforcement provider under such an agreement have the same legal rights, powers, and duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services; and

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Parties, the Parties hereto agree as follows:

SECTION 1: Purpose of Agreement: The purpose of this Agreement is to formally structure and jointly coordinate selected law enforcement activities, resources, personnel and functions in order to disrupt violent crime and drug trafficking networks and to remove traffickers through a cooperative program of investigation, policing, prosecution, and asset forfeiture. The Parties recognize and agree that this Agreement is not intended to nor shall it create a separate legal entity subject to suit.

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 23-20-10 and 23-20-60 et seq. of the Code of Laws of South Carolina, 1976 as amended.

SECTION 3: Consent and Request for Assistance: Approval by the governing bodies and duly elected officials, and the execution of this Agreement by the authorized officials of each Party constitutes the agreement of the Parties for the provision of the services and cooperation as further described herein, and to the extent each Party is able.

SECTION 4: Vesting of Authority and Jurisdiction: To the full extent permitted by the Constitution and statutes of this State, all authority, duties, rights, privileges, immunities and jurisdiction, including the authority to execute criminal process and the power of arrest, are hereby conferred upon the Parties' named duly qualified law enforcement officers acting within and without his resident jurisdiction and surrounding areas not situated in the officers' employing jurisdiction. Local ordinances adopted by the Parties shall not be deemed extended to those areas located outside of the corporate limits of each Party's respective jurisdiction.

SECTION 5: Term and renewal: This agreement is effective as to each party and 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.

SECTION 6: Scope of services: The services to be rendered pursuant to this Agreement shall solely involve the conditional transfer of law enforcement officers from one Party's jurisdiction to a Violent Crime Task Force pursuant to the terms set forth in this agreement. The scope of services to be provided by the VCTF include, but are not necessarily limited to the following:

1. Disrupting the illicit drug traffic in Beaufort and surrounding Counties;
2. Gathering and compiling intelligence data relating to trafficking in narcotics and dangerous drugs;
3. Conducting undercover operations when appropriate and engage in other traditional methods of investigation in order to effectively prosecute drug law violations in the courts with appropriate jurisdiction.

SECTION 7: Assignment of Law Enforcement Officers: Only named Law Enforcement Officers from Bluffton PD shall be granted authority to perform services contemplated under this Agreement. The removal of any named Law Enforcement Officer in this agreement may be made at the discretion of the duly elected Sheriff, Chief or similar competent authority of the sending jurisdiction or his designee. If such removal occurs, the elected Sheriff, Chief, or similar competent authority or his designee shall notify the Parties in writing as soon as practicable. Any additional or alternative Law Enforcement Officers from Bluffton PD may be added upon a signed written addendum to this Agreement.

SECTION 8: Authority over personnel: Each Party shall maintain ultimate control over its personnel, regardless of where said personnel are physically located or what services said personnel are providing. All rights, duties, and obligations of the Parties as employers and the VCTF Investigators as employees shall remain with the individual Parties and each Party shall be responsible for ensuring compliance with all applicable local, state and federal employment laws with regard to the VCTF Investigators. Notwithstanding the foregoing, any law enforcement officers assigned by a Party to the VCTF under this Agreement shall be directed by the VCTF Commander as to all VCTF duties of such VCTF Investigators acting as part of the VCTF.

SECTION 9: Training: All sworn Law Enforcement personnel from Bluffton PD will attend all training mandated by their respective agencies. In addition, all members assigned to VCTF will attend training pertaining to their duties they will perform while a member of VCTF. Upon agreement by the Parties, individual members may also attend training offered by reciprocal departments. The individual parties will maintain all training records and documentation related to their involvement with VCTF. The BCSO will ensure members of the VCTF meet necessary qualifications and standards deemed appropriate by BCSO General Orders.

SECTION 10: VCTF Manual: Any and all members of VCTF shall familiarize themselves and abide by the guidelines outlined in the VCTF Manual.

SECTION 11: Records: Each Party shall maintain its own records concerning the provision and the performance of any services provided by a Party pursuant to this Agreement. In the event of an arrest or the issuance of a summons/uniform traffic ticket by an officer acting outside the scope of his/her jurisdiction pursuant to a valid request for assistance, the issuing/arresting authority shall be required to maintain the records of such event, unless or until the jurisdiction with prosecuting authority provides a written request for said records.

SECTION 12: Equipment and Facilities: Each Party may utilize the equipment and facilities of their own law enforcement agency or other law enforcement agencies in carrying out the Party's obligations set forth in this Agreement. Notwithstanding the foregoing, this Agreement does not provide either Party with any greater rights to use the equipment of the other Party without its expressed consent.

SECTION 13: Compensation, Bond and Related Matters: This Agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or other governmental entity where they are permanently employed. Each Party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this Agreement shall include coverage for their activity in the county or municipality covered by this Agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

SECTION 14: Insurance: Each Party and/or Controlling Jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and such other coverage as may be required by law or deemed advisable by the individual Parties.

SECTION 15: No Indemnification or Third Party Rights: 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 assigned 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. To the extent permitted by South Carolina law and the South Carolina Tort Claims Act, each Party to this Agreement agrees to seek its own legal representation and bear its own costs arising out of any litigation that may arise from the performance of its obligations under this Agreement. However, it is understood that this Agreement in no way limits or negates the provisions of South Carolina Code Ann. § 17-13-45.

SECTION 16: Severability: If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

SECTION 17: Other Agreements. This Agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of law enforcement personnel, nor does this Agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning any ongoing investigations.

SECTION 18: Modification or Amendment: This MOU cannot be amended orally or by a single party. No amendment or change to this MOU shall be valid unless in writing and signed by the Parties.

SECTION 19: Freedom of Information Act: Any information shared or furnished to either Party pursuant to this Agreement shall be subject to the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the South Carolina Code of Laws, 1976, as amended, unless otherwise exempt from disclosure. Responding to any validly submitted Freedom of Information Act request will be the responsibility of the Party that receives the request and such party will be responsible for any costs related to responding thereto; nevertheless, neither Party is obligated to obtain documents in possession of another Party to respond to a Freedom of Information Act request.

SECTION 20: Construction: The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

SECTION 21: Captions: The section headings appearing in this MOU are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

SECTION 22: Termination: In addition to any other rights to termination set forth in this MOU, the Parties may mutually agree to terminate this MOU prior to the expiration of the Term. Either party shall have the right to terminate this MOU for convenience upon thirty (30) days written notice to the other parties.

SECTION 23: Automatic termination of Agreement: This MOU shall remain in effect if either signatory for Beaufort County Sheriff's Office or Bluffton Police Department are no longer employed with their respective Agency for a period of thirty (30) days after their last date of employment. Following the thirty (30) day period, this MOU shall be invalid.

SECTION 24: Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email or telephone facsimile counterparts of the signature pages.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and sealed as of the date first set above.

OFFICE OF THE SHERIFF FOR BEAUFORT COUNTY

(Signature of Witness 1)

BY: _____

P.J. TANNER, SHERIFF

DATE: _____

(Signature of Witness 2)

BLUFFTON POLICE DEPARTMENT

(Signature of Witness 1)

BY: _____

JOSEPH BABKIEWICZ, CHIEF

DATE: _____

(Signature of Witness 2)

TOWN OF BLUFFTON, a South Carolina
municipal corporation

(Signature of Witness 1)

BY: _____

LISA SULKA, MAYOR

DATE: _____

(Signature of Witness 2)

(Signature of Witness 1)

ATTEST: _____

STEPHEN STEESE, TOWN MANAGER

DATE: _____

(Signature of Witness 2)

Bluffton PD assigned to the VCTF: