

CITY OF ANDERSON POLICE DEPARTMENT

Anderson, South Carolina

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Agency Boundaries and Interagency Agreements (Mutual Aid)

A. Purpose:

The objective of law enforcement Mutual Aid Agreements is to enable agencies to handle emergency situations more effectively through the pooling of law enforcement resources. In support of that objective, there are three (3) purposes to this policy. The first purpose is to clarify the boundaries of City of Anderson Police jurisdiction. The second purpose is to outline measures for the provision of mutual aid law enforcement services to other communities in the event of natural disaster, mass disorder, or other emergency situations. The third purpose is to inform all personnel of the existence and contents of Multiple Law Enforcement Agency Criminal Investigation and Mutual Aid Agreements with concurrent jurisdictions. Also included in this policy are general procedures for requesting assistance from federal law enforcement or the National Guard.

B. Policy:

It shall be the policy of the City of Anderson Police Department to provide reasonable assistance upon request to specified law enforcement agencies in South Carolina. This includes any State or Federal agency that request assistance in the investigation or enforcement of criminal laws. Furthermore, in recognition of the fact that the City of Anderson Police Department has a finite amount of resources with which to manage incidents, it shall be the policy of the police department to participate in law enforcement mutual aid agreements with neighboring jurisdictions in order to strengthen our response to emergency situations.

C. Definition

Designee- The officer who is coordinating the operations of the agency at the time of a reply to or request for assistance. This may be the on-duty shift supervisor or the duty command staff member.

D. Procedure:

1. **Geographical Boundaries:** The City of Anderson has irregular boundaries that cut across property lines and streets. Officers will have access to a detailed map of the city showing the city limits and all jurisdictional boundaries. Maps will be posted in a conspicuous location in the Patrol Work Room and the Booking Office and will be updated by the Uniform Patrol Captain whenever changes are made to these boundaries. In addition, the Anderson County Central Dispatch has updated lists of addresses and properties entered into the system, so that any 911 call for service may be checked for jurisdiction. At any time there is a question concerning jurisdiction, a supervisor or the city's Planning Department should be consulted.
2. **Officers Duty to Know Boundaries:** All sworn officers will routinely review the police department's posted maps and shall continually re-familiarize themselves with the geographical boundaries of the City of Anderson.
3. **Concurrent Jurisdiction:** Anderson Police will be the primary responder and will provide police, safety, and law enforcement services for all incidents occurring within the jurisdictional boundaries of the City of Anderson. Other agencies having jurisdiction within the City of Anderson include the Anderson County Sheriff's Office, the South Carolina Highway Patrol, the Railroad Police (on railroad property), the South Carolina Law Enforcement Division, and Federal Law Enforcement Agencies. Officers of this department will offer complete cooperation in situations where these agencies are exercising their authority within the city limits of Anderson.
4. **Interagency Cooperation:** Effective law enforcement requires the cooperation and interaction of many agencies. The Anderson Police Department supports this concept and will cooperate fully with other agencies in the discharge of these duties.
5. **Authority of the City of Anderson Police Department:** Within the city limits, the Anderson Police Department will enforce the ordinances of the City of Anderson and the laws of the State of South Carolina and carry out all duties and responsibilities attributed to the police department by the Anderson City Council. The Anderson Police Department has jurisdiction and responsibility in matters concerning the Ordinances of the City of Anderson within the city limits. However, nothing prohibits members of the Anderson County Sheriff's Department, SLED or the South Carolina Highway Patrol from taking action in situations that occur in their presence within the city limits.

6. **Powers of the Sheriff:** South Carolina Code of Law 23-13-50 grants the Anderson County Sheriff general law enforcement authority throughout his county, regardless of the presence of municipal subdivisions. The City of Anderson is situated within Anderson County.
7. **Powers of the South Carolina Highway Patrol:** South Carolina Code of Law 23-6-140 grants the South Carolina Highway Patrol law enforcement authority throughout the State of South Carolina.
8. **Powers of the South Carolina Law Enforcement Division (SLED):** South Carolina Code of Law 23-3-15 grants the South Carolina Law Enforcement Division (SLED) law enforcement authority throughout the State of South Carolina.
9. **Resolving Jurisdictional Disputes:** In any situation where a question arises concerning jurisdiction within the city of Anderson, the responding police officer will make every attempt to resolve the matter in the most professional manner possible. If this is not possible, the matter will be turned over to a supervisor or division commander for resolution. If no amicable solution can be reached, the matter should be handled by the City of Anderson Police Department in a manner that is in the best interest of the community. A report to the chief of police shall be generated outlining the situation.
10. **Mutual Aid Agreements:** Law Enforcement Mutual Aid Agreements shall be written and updated, as necessary, by the City of Anderson Chief of Police. The governing body of the jurisdiction and the Chief Executive of the law enforcement agency there must make approval of the agreement in the neighboring jurisdiction. Copies of all agreements shall be kept on file in the Chief's Office or the office of a person so designated by the Chief.

Other mutual aid agreements have been entered into with neighboring municipalities within Anderson, Pickens, Oconee, and Anderson Counties. These agreements are on file within the Chief's Office or a person so designated by the Chief. At least annually a current list of the agencies that the City of Anderson Police Department has mutual aid agreements with will be provided to the supervisors and division commanders by the Chief's Office.

The Anderson Police Department and City of Anderson have executed a Mutual Aid Agreement with the Anderson County Sheriff's Department as provided by South Carolina Code of Law 23-1-210. Copies of the agreement are kept on file in the Chief's Office. The agreement shall be reviewed annually in January to ensure that it describes the current legal status of, as well as current information about, the agencies which are party to the agreement. Under this countywide mutual aid agreement, City of Anderson officers may respond into the county **when requested** to render mutual aid, and Sheriff's deputies may enter into Anderson **when requested** to render aid to our agency for the following law enforcement services:

- a. Make arrests for on view criminal offenses, relinquishing the prisoner to the proper authorities within the other jurisdiction;

- b. Stop, arrest or cite a serious traffic offender (i.e., D.U.I. violator, D.U.S. violator) until the first available officer from the jurisdiction can respond;
 - c. To conduct investigations, upon request or prior notice, which originate within Anderson and continue into the other jurisdiction;
 - d. Provide other police protection when requested.
11. **Mutual Aid Agreement Contents:** The Mutual Aid Agreements provide all the necessary information to initiate mutual aid activities either on behalf of our department or the requesting agency. This information addresses the following:
- a. The legal status of agencies and agency personnel responding to mutual aid requests;
 - b. Procedures for vesting provider agency personnel with the legal authority to act within the receiver agency jurisdiction;
 - c. Procedures for requesting mutual aid;
 - d. Identity of those persons authorized to request mutual aid;
 - e. Procedures for review and revision, as necessary, of the agreement.
12. **Providing Available Aid:** In the event that the City of Anderson Police Department is contacted by an agency requesting assistance through a mutual aid agreement for which we have a contract, the highest ranking officer on duty will immediately be notified so the situation can be reviewed and a determination made as to the number of officers and what type of equipment will be sent to the requesting agency. The safety and security of the City of Anderson is the department's first concern and only that manpower and equipment which can be spared without leaving the city unprotected will be sent. No commitment of manpower or equipment is to be made without the expressed permission of the highest-ranking officer on duty. If a supervisor is not available, then the senior on-duty officer available will make the decision on the mutual aid request.
13. **Honoring Mutual Aid Requests:** Mutual aid requests will be honored once the requesting agency has arrived at the scene and can evaluate the needs. Anderson Police Department personnel will not respond unless an agency representative, with jurisdiction in the requesting agency's locality, requests assistance.
- a. Primary Responsibility
- It is agreed and understood that the primary responsibility of the agencies involved is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the 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.

b. Assistance

The assistance to be rendered pursuant to the agreement shall solely involve the temporary transfer of officers from one party's jurisdiction to the others. During the period of transfer, each transferred officer shall have all the powers and authority of an officer employed by the agency to which he is transferred, to the maximum extent permitted by Section 23-1-210, Code of Laws of South Carolina (1976) as amended, and all other applicable laws, and may exercise such powers and authority in the geographical jurisdiction of that agency.

c. Procedure for Requesting Assistance

1. Request

A request for assistance shall normally only be made by the Chief of Police or his designee. The request shall include, where feasible, a description of the situation creating the need for assistance, the number of officers requested, the location to which the personnel are to be dispatched, and the officer in charge at such location. The request and accompanying information may be transmitted by radio communication, telephone, or any other means of communication.

2. Reply

A reply to the City of Anderson to a request for assistance shall only be made by the Chief Executive of the participating agency or his designee. The Chief of Police of Anderson City or his designee are the only positions that can reply to outside requests for assistance. If the request is granted, the requesting agency shall be informed immediately of the number and identity of the officers to be transferred.

3. Officer-in-Charge and Policies and Procedures

The officers temporarily transferred by the replying agency shall report to the officer-in-charge of the requesting agency at the designated location and shall be subject to the lawful orders and commands of that officer. Where such reporting is not feasible the requesting agency may transmit instructions by radio communications, telephone, or any other means of communication. The transferred officers shall be responsible at all times for acting within the policies and procedures set forth in the Policy and Procedures Manual of the agency by which they are regularly employed, including, but not limited to, those policies pertaining to pursuit and the use of deadly force.

4. Release

The officers temporarily transferred 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 geographical boundaries of their own jurisdiction. However, the transferred officers shall endeavor to complete the requested service prior to being released.

d. Request for Assistance

The temporary transfer of officers may be requested and effected in response to any law enforcement related need including, but not limited to, the following:

1. Emergency situations;
2. Civil disorders;
3. Natural or man-made disasters;
4. Vehicle or other pursuits of criminal suspects;
5. Location of missing persons; or
6. Criminal activities involving both or multiple jurisdictions.

14. Notifying the Chief of Police: In all cases when the deployment of Anderson Police Officers outside the city limits is authorized, the Officer In Charge will be notified. It will be the responsibility of the Officer In Charge to notify the Chief of Police concerning the commitment of manpower or equipment as soon as practical. It will be necessary to notify the Chief immediately if the deployment is expected to be lengthy or extensive.

15. Emergency Federal Law Enforcement Assistance: The Anderson Police Department will cooperate with any federal law enforcement agency that has initiated an investigation within the City of Anderson. The Chief of Police or his designee must approve all Federal assistance requests prior to the request being made to the federal agency with the following exception:

- a. In the event of a criminal offense in which there is concurrent enforcement responsibilities with federal agencies, (i.e., bank robberies, bombings, bomb threats at federal facilities, major drug violations, etc.) the coordinating supervisor will notify the F.B.I., D.E.A., or other appropriate federal agency that has concurrent jurisdiction with the City of Anderson Police Department.
 1. This notification has Carte Blanc approval of the Chief of Police. The coordinating supervisor shall notify the Chief of Police of the request for assistance as soon as practical.
- b. Requests for Federal Law Enforcement assistance in other **emergency** situations shall be at the expressed approval of the Chief of Police or his designee.

16. **National Guard Emergency Assistance or Federal Troops:** An emergency may arise necessitating the call-out of the South Carolina National Guard. If so, the on duty shift supervisor or officer in charge must request the assistance through the Chief of Police, utilizing the proper chain of command. The Chief of Police, or in the absence of the Chief, the Chief's designee, must then request the call-out from the Mayor, or the highest ranking elected official if the Mayor cannot be located. The Mayor must then request the call-out from the Governor's Office, pursuant to South Carolina Code of Law 25-1-1840. The Governor must authorize the call-out.
17. **Statewide Fingerprint Records System:** South Carolina Code of Law 23-3-40 requires the submission of fingerprints to the South Carolina Law Enforcement Division (SLED) for the purpose of recordation and classification. In accordance with this requirement, this department will participate in this system.
18. **Statewide Criminal Information System:** The South Carolina Law Enforcement Division (SLED) maintains a statewide criminal justice information system. Access to this system is through SLED Headquarters via the local National Crime Information Center (NCIC) terminal. This Department does participate in this system.
19. **Crime Reporting System:** The State of South Carolina has established a statewide uniform crime reporting system through the South Carolina Law Enforcement Division (SLED). The Anderson Police Department shall participate by submitting the required reports to the South Carolina Law Enforcement Division.

E. Protocol

1. **Radio Communication:** Radio Communications between the requesting agency and the replying officers shall be maintained by use of a mutually shared radio channel or provisions will be made to provide assisting communication assistance (radio, telephone, etc.).
2. **Compensation and Benefits:** The temporary transfer of officers made pursuant to the agreement shall in no manner affect or reduce the compensation, pension, retirement or other similar benefits or rights of such transferred officers, and such officers shall continue to be paid by the agency where they are regularly employed.
3. **Additional Expenses:** The replying agency may request that the requesting agency bear certain expenses, other than salaries and benefits, relative to the services provided.
4. **Insurance:** It is agreed and understood that the respective agencies shall be responsible for maintaining all existing insurance coverage, including liability and workers compensation insurance coverage, on the officers temporarily transferred pursuant to the agreement.
5. **Employment Status:** Nothing contained in the agreement shall be construed or interpreted to mean or imply that the officers temporarily transferred in accordance with the agreement are employees of the agency requesting such assistance.

6. **Narcotics Investigative Agreements:** The agreement shall not repeal, affect or supersede any existing interagency narcotics agreements between the respective agencies concerning the exchange or utilization of narcotics investigators, nor does this agreement restrict in any way the normal cooperative activities between the agencies concerning on-going criminal investigations.

7. **Specialized Units/ Back Up Support:** Except as provided in paragraph (6) above, the agreement also applies to and governs assistance provided by the following specialized units of one of the agencies to the other:
 1. Bomb Squad;
 2. Canine Team(s);
 3. Special Weapons And Tactics (SWAT); and
 4. Other specialized law enforcement units.

8. **Review and Revision:**
 - a. Mutual Aid Agreements shall not be revised, amended or changed in any manner except upon the express written consent of the parties involved.
 - b. Mutual Aid Agreements will be terminated at any time upon written notice to the other jurisdiction's governing body.

By order of:



Martin D. Brown, Chief of Police

3-13-2006
Date