



# PUBLIC SAFETY COMMITTEE MEETING

---

MONDAY, AUGUST 3, 2020 | 6PM

5<sup>th</sup> committee meeting

The Committee will meet in the Mauldin City Hall in the Upstairs Conference Room, 5 East Butler Road at 6 p.m.

Please note that members of the public may attend this meeting in-person but are encouraged to participate remotely. The meeting will be available remotely through Webex. Please visit the City's website at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/> to access the meeting via audio and videoconferencing. You may also email comments about specific items on the agenda to City Clerk Cindy Miller at [cmiller@mauldincitysc.com](mailto:cmiller@mauldincitysc.com). Comments emailed about specific agenda items prior to 6:00 p.m. on Monday, August 3, 2020 will be read during the Public Comment segment of the meeting.

# AGENDA

1. Call to Order Carol King, Chair
  
2. Public Comment
  
3. Reading and Approval of Minutes (Pages 4-12)
  - a. Public Safety Committee Meeting: June 1, 2020  
Special Called Meeting July 10, 2020  
Special Called Meeting July 17, 2020
  
4. Reports or Communications from City Officers
  - a. Department Reports  
  
City Administrator Brandon Madden  
Budget Review  
  
Police Chief Bryan Turner (Pages 13-28)  
Budget Review  
SRO Memorandum of Understanding with Greenville County School District  
In car camera purchase  
  
Interim Fire Chief Brian McHone  
Budget Review  
  
Administrative Judge Angela Martin  
Budget Review
  
5. Unfinished Business Carol King, Chair
  
6. New Business
  - a. Mutual Aid Agreement (Pages 29-43)
  - b. Police K9 purchase (Pages 44-46)

- c. Approval of Memorandum of Agreement for Detention of Juveniles (Pages 47-52)
- d. Executive session for contractual matter as allowed by State Statute 30-4-70 a (2)
- e. Executive session for personnel matter as allowed by State Statute 30-4-70 a (1)
- f. Possible action on items discussed in executive sessions

7. Public Comment

8. Committee Concerns

9. Adjourn

Minutes  
Public Safety Committee  
June 1, 2020  
6:00 p.m.  
3<sup>rd</sup> committee meeting

Members present were Chairwoman Carol King, Committee Members Terry Merritt, and Dale Black. Police Chief Bryan Turner, Interim Fire Chief Brian McHone, and City Administrator Brandon Madden were all present. Administrative Judge Angela Martin was in attendance remotely.

1. Call to Order- Chairwoman King

2. Public Comment- None

3. Reading and Approval of Minutes

b. Public Safety Committee Meeting: May 4, 2020

Councilman Black made a motion to approve the minutes with Mayor Merritt seconding. The vote was unanimous (3-0).

4. Reports or Communications from City Officers

b. Department Reports

Police Chief Bryan Turner

Budget Review- Chief Turner reported the budget looks good. Chairwoman King asked about the Youth Academy. Chief Turner said there were some concerns regarding COVID-19 and also scheduling. There is the possibility of a shorter academy in July, but the department is not sure yet on the status.

Administrative Judge Angela Martin

Budget Review- The Judicial Department is 18% under budget. Court will resume this Wednesday with a small docket.

Interim Fire Chief Brian McHone  
Budget Review- The fire department budget is at 14%.

## 5. Unfinished Business-

## 6. New Business

- a. Traffic Calming- Edgewood Drive- In October 2019, a resident of Edgewood Drive relayed a concern to the Public Safety Committee about excessive speeds and residential safety. At the request of the Public Safety Committee, a speed measurement study was completed on Edgewood Drive. The first traffic study started on October 11th and continued until the end of the month. Data collected showed the road met volume requirements to be eligible for traffic calming, and also met the minimum threshold of 32mph at the 85th percentile. The speed limit for Edgewood Drive is posted at 25mph.

At the conclusion of the first traffic study, a digital sign board was positioned on Edgewood Drive to alert drivers of their speed and the speed limit. This display was left active for two weeks. This posting of the signboard on the street was part of Level 1 Traffic Calming methods.

On Tuesday, December 31, 2019 the Digital Sign Board was repositioned on Edgewood Drive to capture data post education and enforcement efforts. This study concluded on January 9, 2020. The following data was provided from the 10-day collection period.

Speed at the 85th percentile has decreased to 24.3mph and the average daily volume on the roadway was 172.8, with a total volume of 1555 vehicles. At this point speeding at the 85th percentile is not considered to be a major factor as it falls under the threshold of 32 mph. In addition, roadway traffic is not considered to be "cut through" in nature.

We have continued to monitor the area periodically through normal patrol efforts. The aforementioned information was provided during the February 2020 Public Safety committee after which the department was instructed to provide the resident with a petition and information for obtaining other possible traffic calming measures. The information was provided to the resident on February 14, 2020 via email.

On March 23, 2020, the petition was returned, and the process began on verifying signatures. On April 27, 2020, a final portion of the petition was provided, and the petition was verified. A total of eighteen property owners have signed the petition requesting traffic calming measures. Although a total of 30 homes comprise the study area, this petition meets the 60% as outlined in the traffic calming policy.

Chairwoman King said the speed percentile was not met. Chief Turner said that was correct, at least 85% of vehicles checked were at or below posted speed limits.

Mayor Merritt said 60% of the 30 homes signed the petition. He asked if there was any feedback from the ones that did not sign the petition. Chief Turner said there are homes on both ends of the street. The ones that did not sign have a stop sign near them. The way the policy is written, the petitioner is provided the documentation, and the petitioner obtains the signatures. Chief Turner does not know if the petitioner went to every home. Some of the homes are rentals as well.

Chairwoman King said over two years ago, there was a resident hit in Knollwood by a vehicle. Chairwoman King said she is active in the neighborhood morning and evening. She thinks the majority of the violators are neighbors. There are small children that live on this street. This is a serious enough issue that Chairwoman King would like some Council discussion. If these traffic measures will slow a car down, she is in favor of them. Councilman Black asked if the quote for less than \$1,000 includes the

signage. Chief Turner said yes. This would be a speed hump, not a bump. It would be a gradual hump that emergency vehicles could go over.

Councilman Black asked how many humps would be installed. Chief Turner answered two at a minimum. Mayor Merritt said he is personally opposed to bumps and humps, but if the neighborhood requests it, Council should consider it.

Councilman Black made a motion to send this item to Council for input. Mayor Merritt seconded the motion. The vote was unanimous (3-0).

- c. Mutual Aid Agreement- In recent years, the Mauldin Police Department has provided assistance to various SC Law Enforcement Agencies. In late April 2020, a request was initiated by the City of Mount Pleasant to have our officers assist.

Mayor Merritt said his concern is the City of Mauldin pays for our police department. Towns continue to request our help. Mount Pleasant has 106 police employees, a population of 85,000, a larger budget than ours, and is comprised of over 52 square miles. Why do they need our help? Our bordering communities should be helped, but around the coast? Where do we draw the line? He asked if we have requested mutual aid assistance from Mount Pleasant? Chief Turner answered no. Mayor Merritt said we are subsidizing them.

Chairwoman King said this is a compliment to us if we have a specialized, trained officer that can help another agency. Councilman Black wondered if there was someone in Charleston, or somewhere closer that could help.

Councilman Black made a motion to send this item to Council for input with Mayor Merritt seconding. The vote was unanimous (3-0).

7. Public Comment- None

8. Committee Concerns- None

9. Adjourn- Chairwoman King adjourned the meeting.

Respectfully Submitted,  
Cindy Miller  
Municipal Clerk

Minutes  
Special Called Public Safety Committee  
Friday, July 10, 2020  
11:00 a.m.

Members present were Chairwoman Carol King, Committee member Dale Black and Interim Committee member Mayor Terry Merritt. Brandon Madden, City Administrator, and Mark Putnam, Human Resources were also present.

Council members Diane Kuzniar and Taft Matney were also present.

1. Call to order- Carol King, Chair
2. New Business

Executive Session

- a. Motion to go into Executive Session for the consideration of a personnel matter in the Fire Department as allowed by State Statute Section 30-4-70 (a)(1)

Mayor Merritt made a motion to go into executive session with Councilman Black seconding. The vote was unanimous (3-0).

- b. Possible action on items discussed in executive session

Chairwoman King reconvened the meeting at 3:38 p.m. Councilman Black reported no decisions were made and no action taken in executive session.

No action was taken on items discussed in executive session.

3. Committee Requests- None
4. Adjournment- Chairwoman King adjourned the meeting.

Respectfully Submitted,

Cindy Miller  
Municipal Clerk

Minutes  
Special Called Public Safety Committee  
Friday, July 17, 2020  
10:00 a.m.

Members present were Chairwoman Carol King, Committee member Dale Black and Interim Committee member Mayor Terry Merritt. Mark Putnam, HR and Brandon Madden, City Administrator, were also present.

Councilmembers Taft Matney and Diane Kuzniar were also in attendance.

1. Call to order- Carol King, Chair

2. New Business

Executive Session

a. Motion to go into Executive Session for the consideration of a personnel matter in the Fire Department as allowed by State Statute Section 30-4-70 (a)(1)

Councilman Black made a motion to go into executive session with Mayor Merritt seconding. The vote was unanimous (3-0).

b. Possible action on items discussed in executive session

Chairwoman King reconvened the meeting. Councilman Black reported no decisions were made and no action taken.

There is no action to be taken on items discussed in executive session.

3. Committee Requests- None

4. Adjournment- Chairwoman King adjourned the meeting.

Respectfully Submitted,

Cindy Miller  
Municipal Clerk

# Public Safety Committee

## AGENDA ITEM

**MEETING DATE:** August 3, 2020  
**AGENDA ITEM:** 4a

---

**TO:** Public Safety Committee  
**FROM:** Police Chief M. Bryan Turner  
**SUBJECT:** In Car Camera Systems (hardware/software)

---

### **REQUEST**

---

The Public Safety Committee is requested to accept this item as information.

### **HISTORY / BACKGROUND**

---

During the current year's budget preparation, the cost for purchase and installation of In Car video camera systems were included in the overall cost for the "turnkey" purchase price for 3 patrol units. The FY2021 budget, as approved by City Council, including funding for a total of \$22,770 worth of camera systems.

In November 2019, the Department was notified of a possible DUI grant award for the 2020 year; however, the grant funding was yet to be determined. With that in mind, the FY2021 budget was prepared with 3 new patrol units equipped with In Car Video Systems (ICVS).

In May 2020, the Department was notified of an award of 10 ICVS pending funding by SCDPS (SC Department of Public Safety). The funding was anticipated to be available in mid-2021.

In late May 2020, the Department was notified that it would be receiving 10 ICVS valued at \$75,900. Those camera systems arrived on site in July 2020.

In order to make these 10(4RE) units function properly (data storage/security), compatible software and hardware must be purchased. The Department's existing platform of hardware/software while currently compatible with our existing Watchguard (DV1) systems will not work on the new version of Watchguard's 4RE cameras. Due to the fact DV-1 cameras are no longer produced and are at end of life, the transition to the software supporting the 4RE cameras will be needed as we purchase ICVS in the future.

A price quote from the manufacture of the 4RE cameras came in at \$14,304.70. This vendor is on state contract.

**ANALYSIS or STAFF FINDINGS**

---

Funding is available in the FY2021 Capital Budget to absorb this purchase by utilizing \$14,304.70 from the FY2021 Capital Budget to pay for the hardware and software/licensing support for the 10 WatchGuard4RE In-Car Video Camera Systems awarded from the SCDPS.

However, as the cost for the In-Car Video systems were included in the FY2021 budget at \$22,770 in the Capital Budget, the new expense total will be \$14,304.70. The Department will not need to purchase the ICVS as originally budgeted but will purchase the required hardware/software needed to support the camera systems provide by the State. This will result in an overall savings of \$8,465.30.

No Council action is required.

**TIMELINE**

---

Staff anticipates executing this purchase in August 2020.

**RECOMMENDATION**

---

No Council action is required. This update is provide for information.

**ATTACHMENTS :**

---

MPD Summary Sheet

SC State Contract pricing and product information.



# Mauldin Police Department



*Chief M. Bryan Turner*

---

To: Chief Turner  
From: Corporal Harrell  
Subject: In-Car Camera Systems  
Date: 07/23/2020

In November 2019, The South Carolina Department of Public Safety (SCDPS) sent out a survey for possible DUI Grant In-Car Camera Systems (ICVS). At that time the grant had yet to be funded and the projections were for Fiscal Year 2021/2022 before camera award, if any would be issued. The awards are made based on DUI arrest and historical data.

In May we were notified of the award of 10 ICVS's pending funding and possible acquisition mid-2021. The value of this non-matching equipment grant is \$75,900.

As it turned out, SCDPS dispersed funds for this program in May with instruction to get them ordered and dispersed.

Awards did not include storage, upgraded software and hardware.

The WatchGuard 4RE camera systems are a significant upgrade over the previously awarded WatchGuard DV-1 cameras. Supervisors and Command will have the ability to review and/or copy video from any Police Network terminal.

The WatchGuard DV-1 is no longer produced and most are at their end of life.

These 10 units will have wireless upload of video to a secure server. The SCDPS also included a five-year hardware warranty for each of the in-car cameras. SCDPS are also paying for the installation of the in-car systems at a local vendor (Diversified Eletronics).

Sergeant McCord will handle the on-site installation of the server hardware. WatchGuard will remote in for software installation and support.

This system will comply with our existing State approved General Order and CALEA requirements.

The back-end server project includes;  
Server with 5-year extended warranty  
Evidence Library software and licensing for the server  
First year license key for each of the 10 in-car units  
Wireless kits for each of the 10 in-car units  
WiFi Access Point  
Remote installation and training for officers and command staff.  
This system is expandable.

The quoted sole-source vendor State Contract project total estimate is \$14,304.70



# 4RE/VISTA Price Quote

CUSTOMER: Mauldin Police Department

ISSUED: 7/17/2020 3:08 PM

EXPIRATION: 8/31/2020 11:00 AM

**TOTAL PROJECT ESTIMATED AT:  
\$14,304.70**

ATTENTION: Sgt Harrell

SALES CONTACT: Davin Perkins

PHONE: 864-297-5200

DIRECT: (469) 342-8948

E-MAIL:

E-MAIL:  
davin.perkins@motorolasolutions.com

## Server Hardware and Options Server Hardware and Software

| Part Number     | Detail   | Qty  | Direct     | Discount | Total Price |
|-----------------|--|------|------------|----------|-------------|
| HDW-4RE-SRV-004 | Server, EL5, Tower, 1-10 Concurrent Cars, 16TB, RAID 6, Windows 10, Keyboard, Monitor, Mouse | 1.00 | \$5,995.00 | \$0.00   | \$5,995.00  |
| WAR-SRV-TWR-5YR | Warranty, Tower Server, Extended Warranty to 5 Total Years                                   | 1.00 | \$650.00   | \$0.00   | \$650.00    |

## Shipping and Handling

| Part Number | Detail                                   | Qty  | Direct | Discount | Total Price       |
|-------------|--|------|--------|----------|-------------------|
| Freight     | Shipping/Handling and Processing Charges | 1.00 | \$0.00 | \$0.00   | \$0.00            |
|             |  |      |        |          | <b>\$6,645.00</b> |

## 4RE and VISTA Proposal

### Evidence Library 4 Web Software and Licensing

| Part Number     | Detail   | Qty   | Direct     | Discount | Total Price |
|-----------------|--|-------|------------|----------|-------------|
| KEY-EL4-SRV-001 | Evidence Library 4 Web Server Site License Key       | 1.00  | \$1,000.00 | \$0.00   | \$1,000.00  |
| KEY-EL4-DEV-001 | Evidence Library 4 Web 4RE In-Car Device License Key | 10.00 | \$150.00   | \$0.00   | \$1,500.00  |

### Wireless Video Transfer and Networking Options

| Part Number     | Detail  | Qty   | Direct   | Discount | Total Price |
|-----------------|---|-------|----------|----------|-------------|
| 4RE-WRL-KIT-101 | 4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request) | 10.00 | \$200.00 | \$0.00   | \$2,000.00  |
| WAP-MIK-CON-802 | WiFi Access Point, Configured, MikroTik, 802.11n, 5GHz, SXT, AP         | 1.00  | \$250.00 | \$0.00   | \$250.00    |
| BRK-ANT-NMO-001 | Cable, WiFi Vehicle Antenna Mount, NMO, Drill 3/4" Hole, 17" long       | 10.00 | \$60.00  | \$0.00   | \$600.00    |

## Shipping and Handling

| Part Number | Detail | Qty | Direct | Discount | Total Price |
|-------------|--------|-----|--------|----------|-------------|
|-------------|--------|-----|--------|----------|-------------|



# 4RE/VISTA Price Quote

|         |  |      |        |        |                   |
|---------|--|------|--------|--------|-------------------|
| Freight | Shipping/Handling and Processing Charges | 1.00 | \$0.00 | \$0.00 | \$0.00            |
|         |  |      |        |        | <b>\$5,350.00</b> |

## Technical Services Calculator WatchGuard Video Technical Services

| Part Number  | Detail   | Qty  | Direct     | Discount | Total Price       |
|--|--|------|------------|----------|-------------------|
| SVC-4RE-RMT-410  | Tier 2 Remote Installation. Includes Project Coordination, Project Management, Pre-Deployment IT Call, Provisioning of ELC and Azure AD, Install OS and SQL (if Purchased from WatchGuard), Configuration of SQL Server, Installation of Evidence Library, Webinar Training of Officer and Admin Staff, Support Handoff, Post Deployment Follow-Up and Limited WiFi Network Configuration. | 1.00 | \$1,500.00 | \$0.00   | \$1,500.00        |
|  |  |      |            |          | <b>\$1,500.00</b> |
| <b>Total Estimated Tax, may vary from State to State</b> |  |      |            |          | <b>\$809.70</b>   |

|                                  |                    |
|----------------------------------|--------------------|
| <b>Configuration Discounts</b>   | <b>\$0.00</b>      |
| <b>Additional Quote Discount</b> | <b>\$0.00</b>      |
| <b>Total Amount</b>              | <b>\$14,304.70</b> |

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: \_\_\_\_\_ DATE: \_\_\_\_\_

**Contract Search – Information Technology Statewide Contracts**

**Watchguard Video**

Place, Send, or Fax Order to:

415 Century Parkway, Allen, TX 75013

Phone: 800-605-6734 or 972-423-9777

Fax: 972-423-9778

Email: [orders@watchguardvideo.com](mailto:orders@watchguardvideo.com)

**Jason Stuczynski**

Phone: 800-605-6737 x3117 or 972-608-3117

Fax: 972-423-9778

Email: [jasons@watchguardvideo.com](mailto:jasons@watchguardvideo.com)

**Jim Hudson**

Phone: 678-953-1333

Fax: 972-423-9778

Email: [jhudson@watchguardvideo.com](mailto:jhudson@watchguardvideo.com)

**Customer Service Department**

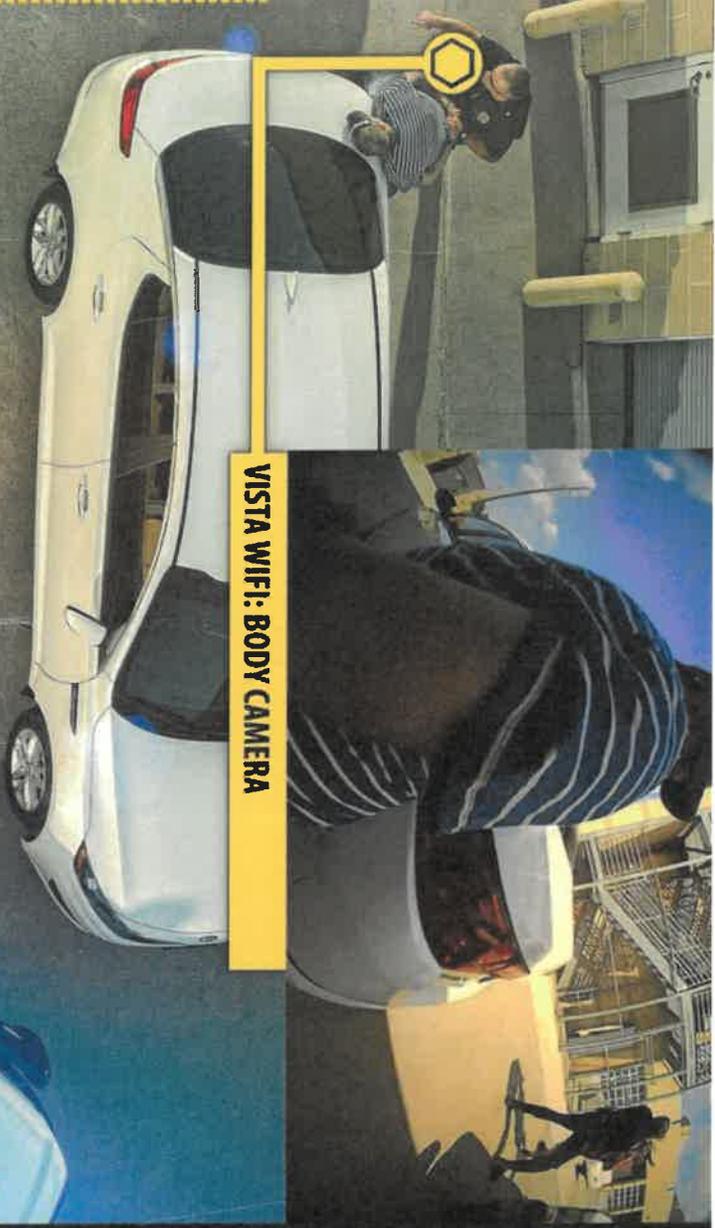
Phone: 866-384-8567

Fax: 972-423-9778

Email: [customerservice@watchguardvideo.com](mailto:customerservice@watchguardvideo.com)

**Contract Number: 4400015810**

**FEIN: 11-3717781**



**VISTA WIFI: BODY CAMERA**

# WATCHGUARD 4RE THE INDUSTRY'S #1 CHOICE

WatchGuard 4RE is the largest in-car camera system development effort in the history of the in-car video industry. 4RE substantially outsells all other in-car video systems and wins 85% of competitive evaluations.

WatchGuard Video has multiple patents from the U.S. Patent and Trademark Office related to the technology used in the WatchGuard 4RE system.

- Primary HD
- Secondary
- Panoramic HD

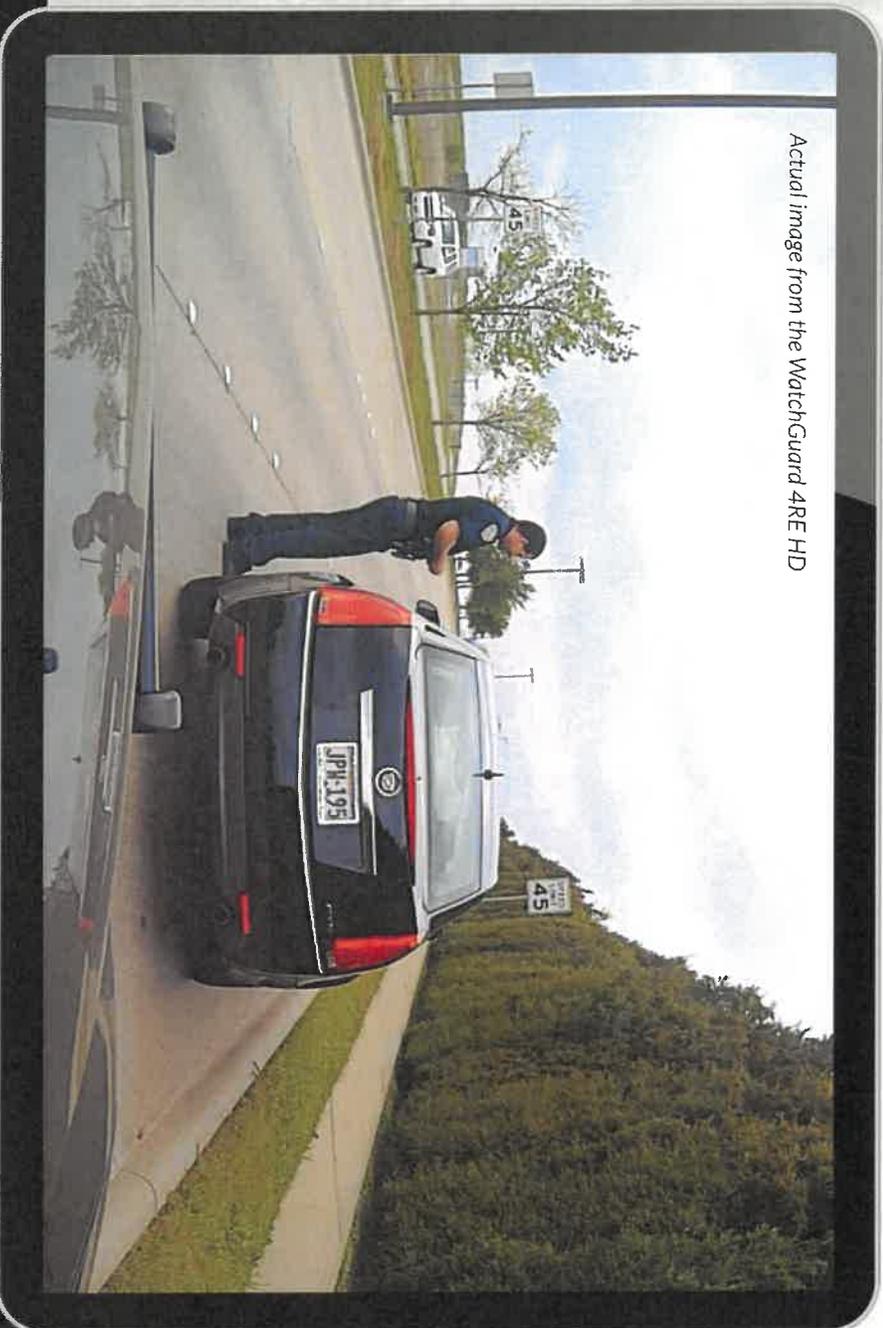


# ATED SYSTEM

# CLARITY WITHOUT COMPROMISE

## MULTIPLE RESOLUTION RECORDING

Recording every incident in High Definition dramatically increases the cost of data storage and the time to wirelessly transfer files. WatchGuard 4RE uses a patented multiple resolution recording technology to effectively eliminate the extra cost and transfer time associated with High Definition video.



## 4RE = FOUR RESOLUTION ENCODING

WatchGuard 4RE records in both High Definition and a lower resolution simultaneously. Important (*court-bound*) incidents are automatically saved in High Definition (720p) while routine events (*usually 95% of recordings*) are automatically saved at the lower resolution (480p).

## EVENT CATEGORIES DETERMINE WHICH RESOLUTION IS KEPT

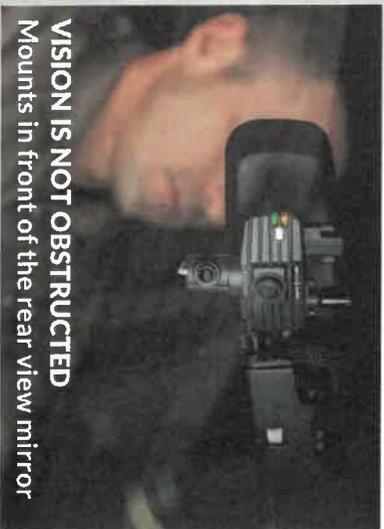
Each agency sets up their own custom list of recorded event categories and chooses which categories are to be kept in High Definition. Officers simply select the event type, and the system does the rest.



4RE ELIMINATES THE COMPROMISE BETWEEN RESOLUTION AND FILE SIZE

# EXPAND THE VIEW - KEEP THE DETAILS

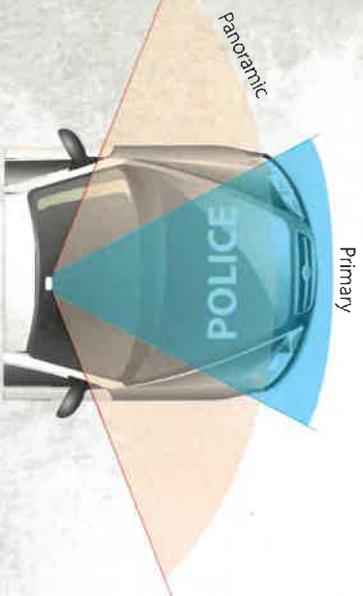
## 4RE PANORAMIC X2 INCLUDES 2 HD CAMERAS



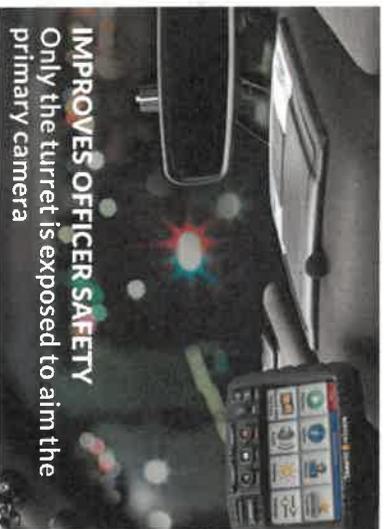
**VISION IS NOT OBSTRUCTED**  
Mounts in front of the rear view mirror

### 68° PRIMARY HD CAMERA

- Provides highly detailed images
- License plates are legible up to 38 feet
- Built into a rotatable turret to be aimed as needed



**FULL COVERAGE - NO COMPROMISES**



**IMPROVES OFFICER SAFETY**  
Only the turret is exposed to aim the primary camera

### HD PANORAMIC STRIP CAMERA

- Covers everything in front of the car
- Fixed position gives pillar to pillar coverage



Primary: 1280 x 720



Panoramic: 1280 x 240



### PANORAMIC IS ONLY KEPT WHEN NEEDED

- The Panoramic camera is normally set to record in the background
- After the recording is stopped, officers can choose to include the background recording
- Included camera views are saved and uploaded automatically
- Unsaved background recordings stay on the hard drive for several days
- Record-After-the-Fact can be used to retrieve and upload an unsaved panoramic view if it is later discovered it was needed
- Since the panoramic view is only kept when needed, it has very little impact on the total amount of storage required



# SUPERIOR IMAGE QUALITY

AVAILABLE WITH  
3 HD CAMERA OPTIONS



## PANORAMIC X2 CAMERA

- 68° Primary camera field of view
- 16:9 Wide screen aspect ratio
- Panoramic Strip camera
- 16:3 Ultra-wide screen aspect ratio
- Both cameras are U-WDR 720p



## HD MINI ZOOM CAMERA

- 57° Max field of view
- 12X Optical zoom
- 16:9 Wide screen aspect ratio
- U-WDR 720p



## ZERO SIGHT-LINE (ZSL) CAMERA

- 68° Field of view
- 16:9 Wide screen aspect ratio
- Zero visual obstruction
- U-WDR 720p

## USES 2 SEPARATE EXPOSURES



Light Exposure



Dark Exposure



## ULTRA-WIDE DYNAMIC RANGE CAMERA TECHNOLOGY

- Dramatically improves video quality
- Much higher nighttime sensitivity
- Eliminates the "Back-light" button
- Perfect exposures even when facing the sun
- Rich colors even in low light conditions

Takes a dark exposure and a light exposure for each frame of video. Keeps dark areas from turning black and bright areas from becoming over-exposed.

# INTUITIVE TOUCH SCREEN DISPLAY



Actual Size

Direct access keys for all primary functions make operation quick and simple. The beautiful graphical user interface makes 4RE easy to understand.

## COMPUTER INTEGRATION OPTION

The WatchGuard 4RE system can be integrated with a mobile data computer with the optional 4RE Mobile App.



## MULTI-CAMERA SPLIT SCREEN

- The screen automatically optimizes the layout to display the active cameras
- Individual cameras can be isolated for full screen viewing

The standard 4RE system can record and display 3 cameras simultaneously.

- Primary HD camera
- HD Panoramic Strip camera
- Infrared Cabin camera

With the optional 4RE Expansion Card, the system can simultaneously record and display 6 cameras to provide a full 360° view around the car.

- Primary HD camera
- HD Panoramic Strip camera
- 4 Additional standard resolution cameras
- Infrared Cabin camera
- 2 Side view cameras
- 1 Rear view camera

# HIFI WIRELESS MICROPHONE

HEAR WHAT YOU'VE BEEN MISSING!

## NEAR CD AUDIO QUALITY

3X Better frequency response

## 1-2 MILES OF RANGE (LINE OF SIGHT)

Maintain audio through buildings  
(high power, 900 MHz)

## EXTRAORDINARY BATTERY LIFE

1 Week of typical use on a  
single charge

## CONTINUOUS TALK TIME

More than 12 hours  
(dependent on distance)

## INTELLIGENT STANDBY

Up to 25 days (patented)

## RECHARGE TIME

2.5 Hours  
(charges whether it's turned  
off or left on)



Actual Size

**BEST HIGH FIDELITY  
MICROPHONE IN  
LAW ENFORCEMENT**

Built-in acoustic foam  
wind barrier

The spring loaded slider  
switch can manually  
activate the mic or  
temporarily mute the  
audio

Rubber-overmolded  
corners protect the mic if  
it's dropped

## BACK-LIT LCD STATUS DISPLAY



## INCLUDES 2 CLIPS

Rotatable Alligator Clip



Duty Belt Clip



# RECORD-AFTER-THE-FACT™



With 4RE, you never have to worry if the system recorded an important incident or not because 4RE is always recording to the hard drive (often called "Background Recording").

When something important happens that was not part of a normal triggered event, use Record-After-the-Fact to create a new incident recording from what happened in the past.

- Background recorded video is continuously looped on the hard drive
- Background video is typically available for the previous 2-3 shifts
- Just enter a start and a stop point to create a new event from the background video
- The new event will be uploaded and managed just like normal triggered events

Record-After-the-Fact is Patent Pending

**THE POWER TO GO BACK IN TIME AND RECORD AN EVENT AFTER IT HAPPENED**



Watch Guard's Record-After-the-Fact has already been used to avoid countless lawsuits and solve hundreds of crimes, including many homicides.

- Vindicates officers
- Provides crucial video for investigations
- It's the ultimate safety net



**NEVER MISS A CRITICAL INCIDENT AGAIN!**

# STORE EVIDENCE

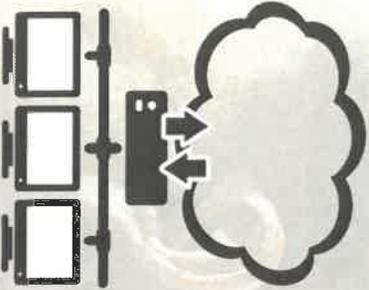
## CLOUD STORAGE

Cloud storage allows agencies the convenience of storing digital evidence without the responsibility of maintaining, managing and backing up the drives in use. WatchGuard's EvidenceLibrary.com evidence management system uses Microsoft Azure Government Cloud to host the system software and store the agency's digital evidence.



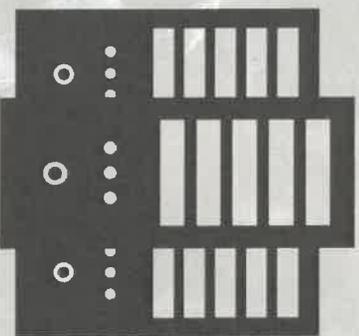
## HYBRID STORAGE

Hybrid storage allows agencies to optimize the cost of storage and the performance of video playback by using a mix of on-premise and cloud-based storage devices. WatchGuard's Evidence Library 4 Web evidence management system with multi-tier storage capabilities provides agencies with the ability to automate the process of moving digital evidence files between on-premise and cloud storage devices.



## ON-PREMISE STORAGE

Hard disk drives, resident in a stand-alone computer or enterprise server or available through an agency's network, provide the highest level of performance when searching, retrieving and playing stored video evidence. WatchGuard's Evidence Library 4 Web and Evidence Library Express evidence management systems make use of on-premise storage in a wide array of configurations, including the ability to offload events to DVDs.



## MULTI-TIER STORAGE

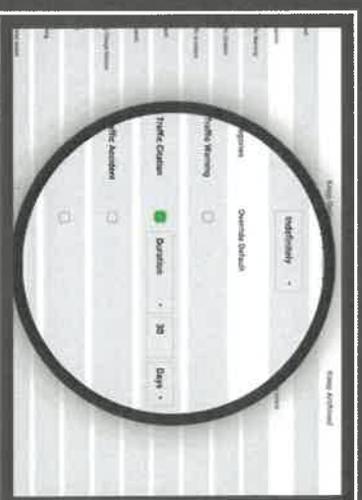
### EASY AUTOMATION

Automate when evidence files move from one storage tier to another.



### CATEGORY-BASED RULES

Assign evidence retention periods to event categories, creating rules for long-term archival or removal.





## Retail Price Sheet

### BASE PRODUCTS

#### 4RE and DV-1

| Part Number     | Description   | MSRP              | Price (1-15) | Price (16-30) | Price (31-99) | Price (100+) |
|-----------------|---|-------------------|--------------|---------------|---------------|--------------|
|                 |   | <i>Discount %</i> | 20.25%       | 22%           | 24%           | 26%          |
| DV1-EOH-GPS     | DV-1, Overhead System. Includes: Overhead Recorder Unit, Combination Front/Cabin Camera, Cabin Microphone, Hardware & Cabling, Lifetime Firmware Upgrades, <b>One (1) Year Factory Warranty</b> , Wireless Microphone Kit, 10 Pack DVD+RW Evidence Discs, Fleet Manager Utility, DVD Manager Utility. Tiered pricing is cumulative based on total potential or expected purchases.  | 6,240.00          | 4,985.00     | 4,895.00      | 4,795.00      | 4,645.00     |
| DV1-EMD-GPS     | DV-1, Modular System. Includes: Modular Recording Unit, Remote Display Control Panel, Combination Front/Cabin Camera, Cabin Microphone, Hardware & Cabling, Lifetime Firmware Upgrades, <b>One (1) Year Factory Warranty</b> , Wireless Microphone Kit, 10 Pack DVD+RW Evidence Discs, Fleet Manager Utility, DVD Manager Utility. Tiered pricing is cumulative based on total potential or expected purchases.   | 6,685.00          | 5,335.00     | 5,243.00      | 5,135.00      | 4,845.00     |
| DV1-EOH-GPS-5YR | DV-1, Overhead System. Includes: Overhead Recorder Unit, Combination Front/Cabin Camera, Cabin Microphone, Hardware & Cabling, Lifetime Firmware Upgrades, <b>Five (5) Year Factory Warranty</b> , Wireless Microphone Kit, 10 Pack DVD+RW Evidence Discs, Fleet Manager Utility, DVD Manager Utility. Tiered pricing is cumulative based on total potential or expected purchases.   | 8,030.00          | 6,410.00     | 6,295.00      | 6,170.00      | 5,785.00     |
| DV1-EMD-GPS-5YR | DV-1, Modular System. Includes: Modular Recording Unit, Remote Display Control Panel, Combination Front/Cabin Camera, Cabin Microphone, Hardware & Cabling, Lifetime Firmware Upgrades, <b>Five (5) Year Factory Warranty</b> , Wireless Microphone Kit, 10 Pack DVD+RW Evidence Discs, Fleet Manager Utility, DVD Manager Utility. Tiered pricing is cumulative based on total potential or expected purchases.  | 8,475.00          | 6,765.00     | 6,645.00      | 6,510.00      | 5,995.00     |
| 4RE-STD-GPS     | 4RE In-Car Camera System. Includes GPS, High definition Zero Sightline (720P) forward facing camera, Infrared color cabin camera, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, cabin microphone, 900 MHz Hi Fidelity wireless microphone (optional integrated system also available), hardware & cabling, <b>One (1) Year Factory Warranty</b> . Includes Evidence Library Express software. Tiered pricing is cumulative based on total potential or expected purchases. | 5,990.00          | 4,785.00     | 4,700.00      | 4,605.00      | 4,510.00     |
| 4RE-STD-GPS-5YR | 4RE In-Car Camera System. Includes GPS, High definition Panoramic (720P) forward facing camera, Infrared color cabin camera, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, cabin microphone, 900 MHz Hi Fidelity wireless microphone (optional integrated system also available), hardware & cabling, <b>Five (5) Year Factory Warranty</b> . Includes Evidence Library Express software. Tiered pricing is cumulative based on total potential or expected purchases.     | 7,590.00          | 6,055.00     | 5,950.00      | 5,825.00      | 4,995.00     |
| 4RE-64S-GPS-MTR | 4RE Motorcycle Camera System. Includes GPS, Waterproof Display, Waterproof standard definition camera, DVR, integrated 64GB solid state hard drive, 16GB USB removable thumb drive, 900MHz Hi Fidelity wireless microphone (optional integrated system also available), hardware & cabling and <b>One (1) Year Factory Warranty</b> . Includes Evidence Library Express software.   | 6,615.00          | 5,280.00     | 5,190.00      | 5,085.00      | 4,975.00     |

# Public Safety Committee

## AGENDA ITEM

**MEETING DATE:** August 3, 2020  
**AGENDA ITEM:** 6a

---

**TO:** Public Safety Committee  
**FROM:** Police Chief M. Bryan Turner  
**SUBJECT:** Mutual Aid Agreement & Contract For Law Enforcement Services

---

### **REQUEST**

---

The Public Safety Committee is requested to recommend full Council approval of the Clemson University Police Contract for Law Enforcement Services and Mutual Aid for Clemson University Police Department.

### **HISTORY / BACKGROUND**

---

Over the past few years, the City Police Department has assisted Clemson University with the provision of law enforcement services.

The Police Department was initially asked to assist Clemson University due mainly in part to the Department's reputation within the law enforcement community. The Department has continued to assist over the past decade, due to the quality of officers the City provides for the event, and the level of professionalism displayed during the games.

The Department was contacted by the University's Police Department in mid-July, and a proposed contract was provided soon thereafter.

In addition to this contract which was last approved by City Council in August 2019, the Clemson University Police Department is requesting the current Mutual Aid be renewed as the Clemson University Police Department has moved under another department during the recent reorganization of the University.

### **ANALYSIS or STAFF FINDINGS**

---

SC State Code requires the governing body to provide approval to all mutual aid documents. These documents provided by the Clemson University Police Department have been provided to the City Attorney for review.

### **TIMELINE**

---

If approved by City Council, the agreement would be executed following the August 17, 2020 Council meeting.

### **RECOMMENDATION**

---

It is recommended that the Public Safety Committee recommend approval of the contract to full City Council.

**ATTACHMENTS**

---

City of Mauldin/Clemson University Mutual Aid agreement  
Contract for Law Enforcement Services at Clemson University

**STATE OF SOUTH CAROLINA**

**MUTUAL AID AGREEMENT**

**CITY OF MAULDIN**

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_ 2020 by and between the Police Department of Mauldin and the Clemson University Police Department, Clemson, South Carolina.

**WITNESSETH:**

**WHEREAS**, Section 23-20-30 of the Code of Laws of South Carolina (hereinafter treated as “South Carolina Code”) provides:

- A. 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. All agreements must adhere to the requirements contained in Section 23-20-40.
- B. Nothing in this chapter may be construed to alter, amend or affect any rights, duties, or responsibilities of law enforcement authorities established by South Carolina’s constitutional or statutory laws or established by the ordinances of South Carolina’s political subdivisions, except as expressly provided for in this chapter.

**WHEREAS**, South Carolina Code §23-20-40 provides:

- A. All mutual aid agreements for law enforcement services must be in writing and include, but may not be limited to, the following:
  - (1) a statement of the specific services to be provided;
  - (2) specific language dealing with financial agreements between the parties;
  - (3) specification of the records to be maintained concerning the performance of services to be provided to the agency;
  - (4) language dealing with the duration, modification, and termination of the agreement;
  - (5) specific language dealing with the legal contingencies for any lawsuits or the payment of damages that arise from the provided services;
  - (6) a stipulation as to which law enforcement authority maintains control over the law enforcement provider's personnel;
  - (7) specific arrangements for the use of equipment and facilities; and

- (8) specific language dealing with the processing of requests for information pursuant to the Freedom of Information Act for public safety functions performed or arising under these agreements.
- B. Except as provided in subsection (C), a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing bodies of each concerned county, incorporated municipality, or other political subdivision of this State. Agreements entered into are executed between governing bodies, and, therefore, may last until the agreement is terminated by a participating party of the agreement.
  - C. An elected official whose office was created by the Constitution or by general law of this State is not required to seek approval from the elected official's governing body in order to participate in mutual aid agreements.
  - D. Provided the conditions and terms of the mutual aid agreements are followed, the chief executive officers of the law enforcement agencies in the concerned counties, incorporated municipalities, or other political subdivisions have the authority to send and receive such resources, including personnel, as may be needed to maintain the public peace and welfare.
  - E. The officers of the law enforcement provider have the same legal rights, powers, and duties to enforce the laws of this State as the law enforcement agency requesting the services.

**WHEREAS**, the Clemson University Police Department (“CUPD”) exists and operates as a local law enforcement authority and political subdivision as defined by and within the meaning of South Carolina Code §§23-20-20 and 23-20-30;

**WHEREAS**, the Mauldin Police Department (“MPD”) exists and operates as a local law enforcement authority and political subdivision as defined by and within the meaning of South Carolina Code §§23-20-20 and 23-20-30;

**WHEREAS**, CUPD and MPD (treated individually as “Party” and collectively as “Parties”) desire to enter into the instant Mutual Aid Agreement (“Agreement”) for the purpose of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, or other emergency situations;

**WHEREAS**, the purpose of this Agreement is to set forth the scope of such mutual aid and the responsibilities of the Parties as may be necessary for the proper and prudent exercise of public safety functions in conformity with South Carolina Code §§23-30-30 and 23-30-40 as set forth above.

**NOW, THEREFORE**, in consideration of the mutual promises and considerations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**(1) Specific Services Provided & Procedure.**

Upon receiving a request for assistance from the other Party (“Requesting Party”), CUPD and MPD agree to transfer law enforcement officers from their jurisdiction to the Requesting Party’s jurisdiction on a temporary basis to assist the Requesting Party in administering the proper and prudent exercise of public safety functions.

**a. Authority Upon Transfer:**

When so transferred, such law enforcement officers shall possess all of the powers and authority of a law enforcement officer employed by the jurisdiction of the Requesting Party as provided by South Carolina Code §23-20-40(E).

**b. Bases for Requests for Assistance:**

CUPD and MPD may request from one another assistance by way of the transfer of law enforcement officers on a temporary basis in response to any law enforcement related need to assist the Requesting Party in administering the proper and prudent exercise of safety functions in their respective jurisdictions.

**Examples:** Illustrative but non-exhaustive examples of such situations contemplated by the Parties as potentially necessitating assistance include but are not limited to:

- i. Emergency situations;
- ii. Events involving or presenting the threat of imminent riot and disorder;
- iii. Occurrences involving or threatening imminent natural disaster;
- iv. Mass processing of arrests;
- v. Transporting of prisoners;
- vi. Operating temporary detention facilities;

- vii. Events of a terroristic nature, whether domestic or foreign;
- viii. Events involving or presenting the risk of large-scale public safety concerns, injuries or death;
- ix. Such other events or occurrences as the Requesting Party deems necessary and prudent to ensure the maintenance of public safety.

**c. Procedure for Requesting Mutual Aid:**

**i. Initiating Request for Assistance:**

A request for assistance shall only be made by the senior duty officer of the Requesting Party (*i.e.*, the law enforcement agency requiring such assistance). The request shall include a description of the situation creating the need for assistance, the number of law enforcement officers requested, the location to which the requested personnel are to be dispatched (“Dispatch Site”), and the name of the officer-in-charge at such location.

**ii. Reply to Request for Assistance:**

A reply to any request for assistance shall only be made by the senior duty officer of the law enforcement agency (“Responding Party”) whose assistance is requested. If the request is granted, the Requesting Party shall be immediately informed of the number of law enforcement officers to be furnished by Responding Party’s senior duty officer. By granting the request, the Responding Party’s senior duty officer is deemed to have ordered any transferred law enforcement personnel to follow and be subject to the orders and commands of the officer-in-charge of the Requesting Party until released by such officer-in-charge or until such provisional order is recalled as provided by Paragraph 1(c)(iv) below.

**iii. Officer in Charge:**

Pursuant to the order of the senior duty officer of the Responding Party, the personnel temporarily transferred by the Responding Party shall report to the officer-in-charge of the Requesting Party at the Dispatch Site or by way of radio contact and shall be subject to the orders and commands of that official until a Release Order or Recall Order is issued, as provided by Paragraph 1(c)(iv) below. The assisting law enforcement officers of the Responding Party shall exert their best efforts to cooperate with and aid the Requesting Party.

**iv. Release:**

The law enforcement officers temporarily transferred by the Responding Party shall be released by the Requesting Party’s officer-in-charge when their

services are no longer required (“Release Order”), unless, prior to such release, the senior duty officer of the Responding Party orders such law enforcement officers to be recalled in order to respond to a situation within the geographical boundaries of the Responding Party’s jurisdiction (“Recall Order”). In such latter event, the Responding Party and those law enforcement officers who were temporarily transferred shall use their best efforts to complete the requested service prior to being released.

v. **Radio Communication:**

Radio communication between law enforcement officers of the Requesting Party and the law enforcement officers of the Responding Party shall be maintained by use of the State regional radio channel system, unless a radio channel that is mutually shared by the Parties is otherwise available.

vi. **Primary Responsibility:**

It is agreed and understood that the primary responsibility of the Parties is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the Responding Party shall be the sole judge as to whether it can respond and to what extent it can assist with the Requesting Party’s request for assistance.

(2) **Payment for Assistance Requested by Requesting Party.**

In the event law enforcement officers of a Responding Party are temporarily transferred to the Requesting Party’s jurisdiction to assist the Requesting Party, CUPD and MPD agree the compensation of such law enforcement officers shall be treated as follows:

a. **Compensation of Transferred Law Enforcement Personnel Unchanged:**

A Responding Party’s temporary transfer of law enforcement personnel pursuant to a Requesting Party’s request for assistance under this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred law enforcement officers. Law enforcement officers temporarily transferred to a Requesting Party under this Agreement shall continue to be paid by the Responding Party where they are permanently employed.

b. **Records of Services & Reimbursement:**

Pursuant to South Carolina Code §23-20-40(A)(3), in the event a Responding Party temporarily transfers law enforcement officers to a Requesting Party, the Responding Party shall send an invoice to the Requesting Party identifying the date, time, Dispatch Site, the senior duty officer of the Requesting Party who made the assistance request, the names of the personnel dispatched by the Responding Party, the time of their release, and an itemization of the compensation paid by the

Responding Party to such law enforcement officers during the time period of their temporary transfer.

Upon receipt of the invoice, the Requesting Party shall reimburse the Responding Party for the expenses and services actually incurred in providing the services requested by the Requesting Party. In the event such invoices reflect an error, the Requesting Party shall bring such error to the attention of the Responding Party to discuss the need for a mutually agreed upon adjustment but, in the interim, shall reimburse all other invoiced amounts.

**c. Employment Status:**

Nothing herein shall be construed or interpreted to imply that the law enforcement officers temporarily transferred in accordance with this agreement shall be employees of the Requesting Party. All law enforcement officers temporarily transferred in accordance with this Agreement shall exclusively remain the employees of the Responding Party.

**(3) Records to be Maintained.**

The Parties agree the following records shall be maintained in connection with any request for assistance made under this Agreement:

**a. By Requesting Party:**

Pursuant to South Carolina Code §23-20-40(A)(3) and in connection with any requests for assistance under this Agreement, the senior duty officer from the Requesting Party initiating such request shall, to the extent not otherwise maintained in the ordinary course or as required by applicable law, shall document all requests for assistance made under this Agreement including: the time and date of the request, a description of the situation creating the need for assistance, the number of law enforcement officers requested, the number of law enforcement officers dispatched if different than requested, the Dispatch Site, and the time when such requested personnel were released or recalled.

**b. By Responding Party:**

In addition to any other records kept in the ordinary and normal course or otherwise required by applicable law, the Responding Party shall maintain the documentation set forth in Paragraph 2(b) for purposes of ensuring full and fair reimbursement from the Requesting Party.

**(4) Duration, Modification, and Termination of Agreement.**

The Parties agree the following terms shall govern the duration, modification and termination of this Agreement:

**a. Duration:**

As provided by South Carolina Code §23-20-40(B), this Agreement shall continuously remain in effect until terminated by CUPD or MPD.

**b. Modification:**

The terms and conditions of this Agreement, as set forth herein, shall constitute the entirety of the terms and conditions agreed upon between the Parties regarding the subject matter hereof. No modification, amendment, or change of this Agreement shall occur absent the express written consent of the Parties hereto. The Parties cannot waive this requirement orally or through the course of dealing.

**c. Termination:**

This Agreement may be terminated, at any time, upon sixty (60) days written notice to the other Party.

**(5) Legal Contingencies, Lawsuits, or Payment of Damages.**

Pursuant to South Carolina Code §23-20-40(A)(5), the Parties agree any legal contingencies, lawsuits, or payment of damages arising out of the performance of this Agreement shall be governed by the following terms and conditions:

**a. Employees of Parties Shall Remain Financial Responsibility of Their Employer:**

As set forth in Paragraph 2(c) above, all law enforcement officers temporarily transferred in accordance with this Agreement shall exclusively remain the employees of the Responding Party. Regardless of any term or condition of this Agreement or any course of performance hereunder, the Parties agree that they shall remain exclusively responsible and liable for all law enforcement personnel in their employment.

All legal contingencies, lawsuits, or payment of damages, arising out of the performance of this Agreement, shall remain the financial responsibility, to the extent any exists, of the Party whose employee's act or omission gave rise to the liability, legal contingency, lawsuit or claim for damages, to the exclusion of the other Party.

**b. Insurance:**

It is agreed and understood that the Parties shall remain solely responsible for maintaining adequate insurance protection and worker's compensation coverage on their employees at all times, regardless of any term of this Agreement.

**(6) Stipulation As to Authority of Officer-in-Charge of Requesting Party.**

As provided by Paragraph 1(c)(iii), above, the senior duty officer of any Responding Party who orders the temporary transfer of law enforcement personnel to a Requesting Party shall be deemed to have ordered such law enforcement personnel to report to and be subject to the orders and commands of the officer-in-charge of the Requesting Party upon arrival at the Dispatch Site or otherwise by way of radio contact and shall temporarily remain subject to the orders and commands of that official until issuance of either a Release Order or a Recall Order, as described in Paragraph 1(c)(iv), above. The assisting law enforcement officers of the Responding Party shall exert their best efforts to cooperate with and aid the Requesting Party.

**(7) Use of Equipment and Facilities.**

The Parties intend to use their own equipment and facilities in furtherance of their performance under this Agreement. However, the Parties acknowledge and recognize, from time to time, circumstances may arise where they may possess equipment or facilities that could assist the other Party in connection with assistance provided under this Agreement. If such circumstances arise, the Parties agree, to the extent practicable and consistent with their obligations to the constituents in their own jurisdictions, to cooperate with one another and to make use of any needed equipment and facilities to one another if possible. However, at all times, the decision to make any such facilities or equipment available shall remain in the sole discretion of the Responding Party.

**(8) Freedom of Information Act Requests.**

As recognized by South Carolina Code §23-20-40(A)(8) and in conformity with that provision, the Parties acknowledge and recognize they may come into possession of materials or information of a sensitive or confidential nature as related to the other Party when, or in connection with, providing mutual aid to one another under this Agreement. The Parties further recognize and acknowledge such information and materials may prove exempt from public disclosure pursuant to South Carolina Code §30-4-40 generally, and in particular, subsections (a)(3)(A)-(G) of that statute. As a result, the Parties agree to the process set forth herein to avoid the inadvertent disclosure of exempt materials and information of the other Party:

**a. Good Faith and Reasonable Assessment:**

If either Party receives a Freedom of Information Act (“FOIA”) request for information or materials relating to a request for assistance under this Agreement, the Party receiving such request (“Recipient Party”) shall make an initial, good faith and reasonable assessment to ascertain whether such request could potentially embrace materials exempted by South Carolina Code §30-4-40. Such evaluation must take into account not only whether the requested materials are exempt from disclosure from the standpoint of the Recipient Party but also the other Party to this Agreement (“Non-recipient Party”).

If, after conducting an initial assessment in good faith, the Recipient Party determines a reasonable possibility exists the requested materials or information may embrace matters over which the Non-recipient Party may consider as exempt from disclosure under South Carolina Code §30-4-40, the Recipient Party shall transmit the FOIA request to the Non-recipient Party requesting a determination of whether the materials should be treated as exempt from disclosure and withheld.

**b. Non-Recipient Review and Written Determination:**

As soon as practicable after receiving such a request from a Recipient Party, the Non-recipient Party shall review the FOIA request and make a good faith determination of what, if any, materials embraced by the request should be withheld from public disclosure as exempted by South Carolina Code §30-4-40. After making such determination, the Non-recipient Party shall communicate its determination in writing to the Recipient Party identifying what, if any, materials should be withheld, specifying what exemptions apply, and provide a general explanation of the facts supporting the exemption(s)' application.

Prior to receiving such response, the Recipient Party shall not disclose any materials or information which it has, in good faith, reasonably concluded might constitute materials the Non-recipient Party may deem as exempt from disclosure. The Recipient Party shall invoke any potentially applicable exemptions excusing disclosure of materials to which those exemptions may apply until it receives written confirmation from the Non-recipient Party to the contrary. Written confirmation of an exemption's application shall constitute a certification by the Non-recipient Party that a reasonable, good faith basis exists such that the Recipient Party may lawfully withhold the materials identified by the Non-recipient Party pursuant to the corresponding exemption(s) specified.

**c. Need for Expeditious Action:**

Both Parties acknowledge and recognize FOIA constitutes a remedial statute and, therefore, agree to act as quickly as practicable to make the determinations set forth in this paragraph to ensure the disclosure of non-exempt, public information and records is not unreasonably delayed and such materials unduly withheld from the public.

**(9) Narcotics Investigators.**

This Agreement shall not rescind, supersede, or modify any existing agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.

**[SIGNATURES ON FOLLOWING PAGES]**

**IN WITNESS WHEREOF**, the parties have hereto set their hands and seals the date first above written.

|   |   |
|---|---|
| WITNESS<br><br>By: _____<br><br>_____<br><br>Date | CITY OF MAULDIN, SOUTH CAROLINA<br><br>POLICE DEPARTMENT<br><br>By: _____<br><br>Bryan Turner, Chief<br><br>_____<br><br>Date |
|---|---|

|   |   |
|---|---|
| WITNESS<br><br>By: _____<br><br>_____<br><br>Date | CITY OF MAULDIN<br><br>By: _____<br><br>_____<br><br>Date |
|---|---|

|   |  |
|---|--|
| WITNESS<br><br>By: _____<br><br>_____<br><br>Date | CLEMSON UNIVERSITY POLICE DEPARTMENT<br><br>By: _____<br><br>Greg Mullen, Chief of Police<br><br>_____<br><br>Date |
|---|--|

|   |  |
|---|--|
| WITNESS<br><br>By: _____<br><br>_____<br><br>Date | CLEMSON UNIVERSITY<br><br>By: _____<br><br>Tony Wagner, Executive Vice President<br>VP Finance & Operations<br><br>_____<br><br>Date |
|---|--|

## **CONTRACT FOR LAW ENFORCEMENT SERVICES AT CLEMSON UNIVERSITY SPECIAL EVENTS**

This Agreement is entered into as of July 1, 2020 between CLEMSON UNIVERSITY (“University”) and the MAULDIN POLICE DEPARTMENT LAW ENFORCEMENT JURISDICTION (“Jurisdiction”).

**RECITALS:** The purpose of this Agreement is to describe the terms and conditions pursuant to which police officers from Jurisdiction will provide law enforcement services for Clemson University at Clemson University special events in accordance with South Carolina Code section 23-20-10 *et seq.*

1. Term.

The term of this Agreement will be one year, beginning on July 1, 2020, and ending on July 1, 2021. This Agreement may be terminated earlier by either party upon sixty (60) days’ prior written notice to the other party. Any modification of this agreement must be made in writing and signed by all parties.

2. Jurisdiction’s Rights and Obligations.

- a) Subject to availability and upon at least two weeks advance notice, Jurisdiction agrees to assign one or more police officers to provide law enforcement services at Clemson University special events, including but not limited to athletic events, concerts, graduation and livestock shows/events.
- b) At all times relative to this Agreement, Jurisdiction’s police officers shall remain employees of Jurisdiction and will have full arrest powers while performing services at Clemson University.
- c) All police officers assigned to any special event at Clemson University pursuant to this Agreement shall comply with those policies, procedures and instructions provided by University, provided no such duties shall be contrary to their oath or obligation as a sworn officer of the law under the laws of the State of South Carolina.
- d) Neither Jurisdiction nor any personnel of Jurisdiction will for any purpose be considered employees or independent contractors of University. Jurisdiction is solely responsible for the payment of salary to any police officers assigned to any special event under the terms of this Agreement, including withholding income taxes and social security, health insurance, worker’s compensation and disability benefits.

3. University’s Rights and Obligations.

- a) University will pay the Jurisdiction \$40.00 per hour for each officer assigned to work at a Clemson University special event.

- b) Jurisdiction shall determine those officers it shall assign to any special event at Clemson University, provided that Clemson University reserves the right to reject the Jurisdiction's assignment of any police officer at any Clemson University special event.
- c) University will maintain records concerning the performance of services provided to University.

4. Miscellaneous.

- a) This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of South Carolina, the courts of which state shall have jurisdiction over its subject matter.
- b) The individuals signing below on behalf of Jurisdiction and University, respectively, hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of Jurisdiction and University, respectively and that this Agreement is binding upon both parties in accordance with its terms.

UNIVERSITY

By \_\_\_\_\_  
(Signature)

Name Tony Wagner  
Title Executive Vice President  
VP Finance & Operations  
Clemson University

JURISDICTION

By \_\_\_\_\_  
(Signature)

Name Bryan Turner  
Title Chief

Address

5 East Butler Road  
Mauldin, S.C. 29662

By \_\_\_\_\_  
(Signature)

Name Greg Mullen  
Title Chief of Police  
Clemson University

# Public Safety Committee

## AGENDA ITEM

**MEETING DATE:** August 3, 2020  
**AGENDA ITEM:** 6b

---

**TO:** Mauldin Public Safety Committee  
**FROM:** Police Chief M. Bryan Turner  
**SUBJECT:** Police Canine Purchase

---

### **REQUEST**

---

The Public Safety Committee is requested to recommend to full Council approval of purchasing a dual-purpose police service dog from Shallow Creek Kennels

### **HISTORY / BACKGROUND**

---

In October 2020, Police Canine PACO was scheduled to retire out from the department due to age. PACO is currently 14 years old and worked on patrol for the past 11 years. The original plan was to have a dog purchased during the second quarter of 2020. This dog was scheduled to be trained and fill in the slot left from PACO's retirement; however, due to events with COVID-19, the purchase did not occur.

With the recent promotion of Lt. George Miller, the Department proceeded with the retirement of Police Canine PACO two months early. At this time, it is recommended to purchase a dual-purpose police service dog from Shallow Creek Kennels.

### **ANALYSIS or STAFF FINDINGS**

---

The cost for obtaining a police canine from the City's previously approved vender is quoted at \$8,500 and will be for a certified breed canine. The extended training for the Canine and officer will be conducted free of charge at the Greenville County Sheriff's Office. Once training is completed, the officer/canine will have certification from the North American Police Work Dog Association (NAPWDA). Funding is available in the Department's Council approved budget for FY2021.

**TIMELINE**

---

Should this item proceed, the purchase is anticipated to occur this month (August 2020). The next training class conducted by the GCSO is scheduled to begin early October 2020.

**RECOMMENDATION**

---

Approval of the purchase of a Police Canine at the cost of \$8,500, with the funding source identified as the Department's forfeiture line (800-421-970).

There will be no additional impact to the 2020-20201 budget as the approved budget has ample allowance for canine supplies, food, training, and health.

**ATTACHMENTS :**

---

Quote from Shallow Creek Kennels Inc, Sharpsville PA



Shallow Creek Kennels, Inc.  
 6572 Seneca Road  
 Sharpsville, PA 16150

# Quote

| Date      | Estimate # |
|-----------|------------|
| 7/27/2020 | 4634       |

|  |
|--|
| <b>Name / Address</b>  |
| Mauldin Police Department<br>PO Box 249<br>5 East Butler Road<br>Mauldin, SC 29662 |

| Description  | Qty | Rate         | Total      |
|--|-----|--------------|------------|
| Dual Purpose Police Service Dog- Selection Tested (Untitled)   |     | 8,500.00     | 8,500.00   |
| <div data-bbox="115 1759 724 1864" data-label="Text"> <p>**This Quote reflects a 3.5% cash discount. If payment via CC is preferred please email Shallowcreekk9@gmail.com or phone 724-646-1895 and we will adjust the quote.</p> </div> |     |              |            |
| Thank you, Any questions; 1-724-646-1895   |     | <b>Total</b> | \$8,500.00 |

# PUBLIC SAFETY COMMITTEE

## AGENDA ITEM

**MEETING DATE:** August 3, 2020

**AGENDA ITEM:** 6c

---

**TO:** Public Safety Committee  
**FROM:** City Administrator Brandon Madden  
**SUBJECT:** Memorandum of Agreement (MOA) with South Carolina Department of Juvenile Justice's (SCDJJ) Detention Center

---

### REQUEST

---

The Public Safety Committee is requested to recommend to City Council approval of a Memorandum of Agreement (MOA) for the provision of secure detention services with the South Carolina Department of Juvenile Justice's (SCDJJ) Detention Center for fiscal year 2020 - 2021.

### HISTORY/BACKGROUND

---

The City of Mauldin does not operate or manage its own detention facility for juveniles, or have such a facility available to it for the detention of juveniles.

Given that the SCDJJ operates a facility for the detention of juveniles, should the City need to detain a juvenile awaiting trial or sentencing, via the attached agreement, the City can use the SCDJJ facility.

### ANALYSIS or STAFF FINDINGS

---

The City has options to detain juveniles, if needed. However, this provides an additional resource if needed. The agreement will not obligate the City in any way unless the City chooses to, or is ordered by a court to, detain a juvenile awaiting trial or sentencing at the SCDJJ facility.

### FISCAL IMPACT

---

The per diem rate is \$50.00 per day for any juvenile housed at the SCDJJ detention facility pursuant to Section 63-19-1610 of the South Carolina Code of Laws. Failure to pay amounts owed for juvenile detention services will result in SCDJJ pursuing any and all available methods of collection.

### RECOMMENDATION

---

Approval of the Memorandum of Agreement with SCDJJ

### ATTACHMENT

---

Memorandum of Agreement and the SCDJJ transmittal letter



Freddie B. Pough  
Executive Director

P.O. Box 21069  
Columbia, SC 29221-1069

djj.sc.gov

Henry McMaster  
Governor



RECEIVED

July 1, 2020

JUL 17 2020

City of Mauldin  
Administrator

MAULDIN MUNICIPAL COURT

P. O. Box 249  
Mauldin, South Carolina 29662-0249

Dear Administrator:

Enclosed please find a Memorandum of Agreement (MOA) for the provision of secure detention services with the South Carolina Department of Juvenile Justice's (SCDJJ) Detention Center for fiscal year 2020 - 2021. The per diem rate is **\$50.00 per day** for any juvenile housed at our detention facility pursuant to Section 63-19-1610 of the South Carolina Code of Laws. Failure to pay amounts owed for juvenile detention services will result in SCDJJ pursuing any and all available methods of collection.

This agreement will not obligate you in any way unless your agency/department chooses to, or is ordered by a court to, detain a juvenile awaiting trial or sentencing. Should you anticipate the need to use our facility anytime during the 2020 - 2021 fiscal year, please sign the enclosed contract within 30 days of receipt and return to: Department of Juvenile Justice, Attention: Jovan Haynes, Facility Administrator, Juvenile Detention Center, 1725 Shivers Road, Columbia, South Carolina 29210. **This agreement will not be accepted by SCDJJ if altered or amended in any way.**

In lieu of detaining juveniles in SCDJJ's secure detention center, the Department has developed a Short-Term Alternative Placement (STAP) Program by contracting with providers throughout the state to offer residential alternatives to secure detention for non-violent youth. This STAP service is made available to you at no cost, and the number of available STAP providers/locations is scheduled to increase in fall 2020 (see attached). **We would encourage you to make all public safety or local law enforcement in your jurisdiction aware of this alternative to secure detention so that they can utilize this "no cost" option, whenever they determine such to be appropriate.** Additional information about these options can be obtained by contacting your local SCDJJ County Manager or by calling DJJ's Office of Community Alternatives at (803) 896-9177.

In addition, beginning July 1, 2020, local law enforcement will be required to complete the Local Law Enforcement Detention Verification Form (attached) before a juvenile is booked at the SCDJJ Detention Center as confirmation that the youth is eligible for secure detention according to the statutory criteria outlined in S.C. Code of Laws § 63-19-820. Please note that if the transporting officer is not the officer who took the juvenile into custody, it is the transporting officer's duty to contact the case officer to ensure that this Form is completed correctly and in its

Empowering Our Youth for the Future

entirety. Again, the SCDJJ Detention Center will NOT accept a youth until local law enforcement has fully completed and signed the attached form.

Please also note that, per the terms of the attached MOA, SCDJJ's acceptance and retention of detainees in its Juvenile Detention Center will be on a space available basis and will be in accordance with admission and detention criteria established by SCDJJ. With the implementation of Raise the Age legislation on July 1, 2019, SCDJJ's Juvenile Detention Center has experienced a higher volume of juvenile detainees. Please be aware that SCDJJ will be monitoring capacity of the Juvenile Detention Center on a daily basis and may be unable to accept or retain juvenile detainees when doing so would cause the facility to exceed its rated capacity. As stated above, SCDJJ has developed STAP beds for use as an alternative to detention for non-violent youth and encourages the use of STAP beds with appropriate youth. In addition, in order to ensure that your jurisdiction has a long-term solution in place for the detention of juveniles, you may want to consider collaborating with your local government partners in neighboring jurisdictions to explore the establishment of regional juvenile detention centers in your area.

Should you have any questions, please contact Velvet McGowan, Deputy Director of Institutional Services at (803) 896-9797. Your timely response is appreciated.

Sincerely,



Freddie B. Pough  
Director

Enclosures

cc: Jovan Haynes, Facility Administrator, SCDJJ Detention Center  
Velvet McGowan, Deputy Director, Institutional Services Division

**MEMORANDUM  
OF  
AGREEMENT  
FOR THE DETENTION OF JUVENILES**

**THIS AGREEMENT** is made this 1<sup>st</sup> day of July, 2020, by and between the South Carolina Department of Juvenile Justice (SCDJJ) by and through its duly authorized employee and the governing body of City of Mauldin, hereinafter referred to as City of Mauldin, by and through its duly authorized official and/or employee;

**WHEREAS**, the South Carolina Constitution and state and federal law, mandate that juveniles who are held in detention be confined in separate and distinct facilities from adults similarly confined; and

**WHEREAS**, City of Mauldin does not operate or manage its own detention facility for juveniles, or otherwise have such a facility available to it for the detention of juveniles; and

**WHEREAS**, SCDJJ operates a facility for the detention of juveniles, along with an array of other residential placements for juveniles, who are awaiting their return to another jurisdiction or state, or awaiting their adjudication and/or dispositional hearings in the Family or General Sessions Courts of this State, which have passed all necessary state inspections or approvals, and are suitable for the detention of juveniles; and

**WHEREAS**, the General Assembly has mandated that “the governing body of the law enforcement agency having original jurisdiction (over) where the offense occurred” be responsible for paying a portion of the costs of the detention services for juveniles provided by SCDJJ, who are charged with committing crimes within the governing body’s jurisdictional limits;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, it is agreed as follows:

SCDJJ will admit into its Juvenile Detention Center in Columbia, and detain such juveniles in this Center, subject to its design/operational capacity and any limitations set forth in Section 63-19-830 (A), those juveniles who are charged with committing criminal/status offenses within the jurisdictional limits of the above listed entity and who have been/are:

1. qualified to be placed in secure detention (as determined by Section 63-19-820 (B), which the local law enforcement entity wishes to have detained prior to a detention hearing before the Family Court; or
2. ordered to be taken into custody and detained by the Family Court or other lawful authority; or

**RECEIVED**

JUL 17 2020

**MAULDIN MUNICIPAL COURT**

3. 16 years old or younger who have been waived to the Court of General Sessions to be tried as adults; or
4. 16 years old and charged as an adult with committing a Category A-D felony or any felony offense which provides for a maximum term of imprisonment of fifteen years or more.

Acceptance and retention of detainees in its Juvenile Detention Center will be on a space available basis and will be in accordance with admission and detention criteria established by SCDJJ. In addition, City of Mauldin agrees to remove any detainees accepted and detained under criteria 3 and 4 above, on or within one week after that detainee's 17<sup>th</sup> birthday.

City of Mauldin agrees to assign an open Purchase Order Number \_\_\_\_\_, to be effective from July 1, 2020 to June 30, 2021.

City of Mauldin agrees to comply with Section 63-19-1610 of the South Carolina Code of Laws which provides, "local governments utilizing the juvenile detention services provided by the Department of Juvenile Justice must pay the department a per diem of fifty dollars a day per child." Accordingly, City of Mauldin will pay SCDJJ \$50.00 per 24-hour day per child. (Detention periods of between from 1 to 23 hours shall be charged as a ½ day charge of \$25.00). Payments to SCDJJ will be made on a monthly basis as the costs accrue.

SCDJJ agrees to bill City of Mauldin on a monthly basis; said bills to be sent on or before the 15<sup>th</sup> day of the month after the month where the costs are incurred, with payment to be made on or before the first (1<sup>st</sup>) day of the following month. If City of Mauldin fails to make payment within 30 days of receipt of an invoice for detention services, SCDJJ may take any and all available measures to collect on the outstanding debt.

SCDJJ agrees to periodically provide City of Mauldin with a report on City of Mauldin's use of the SCDJJ Detention Facility. This report will reflect the status of juveniles being detained for periods greater than 30 days.

Pursuant to South Carolina Code Section 63-19-360, the "local law enforcement agency having jurisdiction where the offense was committed" shall be responsible for transporting all juveniles to and from DJJ's Juvenile Detention Center. However, a local law enforcement entity may enter into agreements with other local law enforcement agencies or other entities for transporting of a juvenile to and from SCDJJ's Juvenile Detention Center, and the fact that a particular local law enforcement agency or entity transports a juvenile to or from SCDJJ shall not be determinative as to which law enforcement agency has jurisdiction over the offense committed or necessarily obligate the governing board of the transporting entity to pay for the cost of that juvenile's detention.

In accordance with Act #571 of 1990, relating to Juvenile Detention and consistent with the criteria outlined in DJJ Community Services Policies and Procedures (SCDJJ Detention Screening Process; Policy Number F-7.0), no juvenile shall be placed in and/or transported to, a SCDJJ detention facility until law enforcement has notified SCDJJ and SCDJJ has conducted a detention screening, or until a Family Court Judge has determined that placement in secure detention is appropriate.

RECEIVED  
JUL 17 2020

MAULDIN MUNICIPAL COURT

City of Mauldin shall provide the SCDJJ Juvenile Detention Center with all relevant information pertaining to the juvenile, including medical history/limitations/pre-existing conditions, known psychological and psychiatric problems, charges pending before the court, and completed screening or detention forms if such records or information are in the possession of, or otherwise known to, the transporting law enforcement agency. Additionally, upon arrival at the SCDJJ Juvenile Detention Center, the transporting officer shall complete and sign SCDJJ's Local Law Enforcement – Detention Verification Form, which certifies the juvenile's eligibility for secure detention pursuant to S.C. Code of Law § 63-19-820.

SCDJJ's Juvenile Detention Center shall have the right to refuse admission when a juvenile is presented for placement without an appropriate detention order signed by the Court or detention referral papers, completed and signed by a SCDJJ employee or screening agent. SCDJJ's Juvenile Detention Center shall also have the right to refuse admission when a juvenile is deemed inappropriate by the Center for placement due to psychological/psychiatric problems, age, history, not meeting referral/admissions criteria, indications of alcohol or other drug intoxication, medical condition which requires emergency or immediate medical care or treatment or for any other reason which puts the Center at risk, should such a juvenile be accepted.

SCDJJ shall not be financially responsible for the cost of medical care provided to a juvenile detained in its juvenile detention center for any injury, illness, condition, or medical need that pre-existed the juvenile's admission to its Detention Center.

Detention services provided by SCDJJ shall commence upon execution of this contract and terminate, unless this contract is reauthorized and renewed, on July 1, 2021. Either party may cancel this agreement upon thirty (30) days' written notice.

Sums paid or payable under this contract shall not exceed \$ \_\_\_\_\_ for fiscal year 2020-2021 as determined by both parties. However, if juveniles continue to be presented for secure detention by City of Mauldin once the above budgeted amount has been reached, City of Mauldin agrees to pay for the cost of any additional detainees as provided for in the paragraph addressing detention rates.

**APPROVED:**

\_\_\_\_\_  
Administrator/Manager  
(or other Authorized Official)



Freddie B. Pough, Director  
South Carolina Department of Juvenile Justice

\_\_\_\_\_  
Date

July 1, 2020  
Date

**RECEIVED**

JUL 17 2020

JUL 17 2020

**MAULDIN MUNICIPAL COURT**