

*City of Charleston
South Carolina*

Clerk of Council Department

JOINT PUBLIC SAFETY COMMITTEE AND SPECIAL FACILITIES COMMITTEE MEETING

Conference Call #: 1-929-205-6099

Access Code: 92103951294

August 16, 2021

1:00 p.m.

AGENDA

1. Moment of Silence
2. Approval to submit a grant application for the FY21 DOJ JAG Formula Grant for purchasing trauma informed training, equipment for CPD community centers and case management software. There is no match for this grant.
3. Approval of a renewal Memorandum of Understanding between CPD and the United States Department of Justice, Drug Enforcement Administration regarding CPD's participation in the DEA's Charleston Resident Office Task Force.
4. Approval of a renewal Memorandum of Agreement between CPD and Charleston County School District regarding SRO's for the 2021-2022 school year.
5. Approval of a Memorandum of Agreement between the City of Charleston and the College of Charleston for the use of the TD Arena and the Johnson Recreation Gym during emergency events.
6. Approval of a Memorandum of Agreement between CPD and the Bureau of Alcohol, Tobacco, Firearms and Explosives regarding CPD's participation in the ATF Task Force relating to firearms trafficking and firearms related violent crime.
7. Executive Session pursuant to Section 30-4-70(a)(3) of the South Carolina Code for discussion regarding the development of security personnel or devices.
8. Adjournment

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

2.)

BJA FY22 Justice Assistance Grant
CPD Victims of Crime Unit

EQUIPMENT

UNITS	DESCRIPTION	UNIT COST	TAX	TOTAL
2	6 Piece Storage Cabinet Set	\$ 1,333.99	\$ 120.06	\$ 2,908.10
8	Computers	\$ 400.00	\$ 36.00	\$ 3,488.00
				<u>\$ 6,396.10</u>

SUPPLIES

UNITS	DESCRIPTION	UNIT COST	TAX	TOTAL
1	Desk	\$ 195.00	\$ 17.55	\$ 212.55
2	Sofa	\$ 732.99	\$ 65.97	\$ 1,597.92
1	Conference Table	\$ 566.99	\$ 51.03	\$ 618.02
8	Mounted Desk	\$ 199.99	\$ 18.00	\$ 1,743.91
				<u>\$ 4,172.40</u>

CONTRACTS

UNITS	DESCIRPTION	UNIT COST	HOURS	TOTAL
	Victim Advocates Case Management			
1	System: Software Upgrade	\$ 17,408.00	N/A	\$ 17,408.00
1	Psychological First Aid Training	\$ 2,600.00	12	\$ 2,600.00
1	Skills for Psych Recovery Training	\$ 2,600.00	12	\$ 2,600.00
1	Consultation Hours	\$ 2,400.00	12	\$ 2,400.00
				<u>\$ 25,008.00</u>
TOTAL				<u><u>\$ 35,576.50</u></u>



City of Charleston

JOHN J. TECKLENBURG
Mayor

South Carolina

LUTHER T. REYNOLDS
Chief of Police

POLICE DEPARTMENT

MEMORANDUM

To: Mayor John J. Tecklenburg
City Councilmembers
From: Luther Reynolds, Chief of Police
Subject: FY22 DOJ Justice Assistance Grant Submission
Date: 17 August 2021

The purpose of this memorandum is to request after-the-fact approval to apply for the 2022 DOJ Edward Byrne Justice Assistance Grant. If awarded, the grant will provide funding for a series of trauma informed practice training. The training will be provided by Dr. Rheingold with MUSC and will cover two separate trainings: (1) Psychological First Aid; and (2) Skills For Psychological Recovery for Victims of Crime. This training will be open and encouraged to all CPD personnel; however, will focus primarily around staff who serve victims of crime, the Mass Casualty Team, and the Opioid Response Team. In addition to TIP training, grant funding will be used to support the Victims of Crime Program's women's support group, "Beyond the Wall" which will be held at the Gathering Center at Gadsden Green [See Beyond the Wall Group Flyer]. This program will also extend similar services to the Resource Center located at Robert Mills. Ultimately, the purpose of the program is to provide resources and educational assistance in the form of GED preparatory classes, computer and financial literacy to the community

The total amount of funding allocated to the City for this grant is \$35,576. There is no match. Should you have any questions regarding this project, please contact Chelsea Frances, Grants Coordinator at taylorch@charleston-sc.gov.





Beyond the Wall Group

Join a dynamic and engaging group of women seeking to gain perspective and insight into the unique, shared experiences of women. Give and receive support, explore your relationship with yourself and others in a safe, supportive environment.

Topics addressed are flexible, based on the needs of group members and may include:

- Life transitions
- Self-esteem
- Emotions
- Intimate relationships
- Financial literacy
- Family dynamics
- Employment resources
- Health and wellness
- GED preparation

1st and 3rd Thursday of each month

5:30 PM - 6:30 PM

Beginning August 5th, 2021

The Gathering Center, 22 and 24 Flood St, Charleston, SC 29403

For information, please call: (843) 720-2425 or (843) 720-2457

Facilitated by Victim Advocates and Clinician from:
Charleston Police Department's Family Violence Unit



180 Lockwood BLVD
Charleston SC 29403

For more information about Beyond the Wall email
familyviolenceunit@charleston-sc.gov

Early Intervention for Victims of Crime Trainings Overview

Adults and children in the United States experience disturbingly high rates of criminal victimization. Victims of crime are at risk for experiencing a range of mental health problems including posttraumatic stress disorder, depression, and substance abuse. Several evidence-based acute and early interventions have been developed over the past decade with the goal of being implemented shortly following a traumatic event (i.e., within first few days up to several months after the event), with the aim of reducing risk for longer-term mental health problems.

Psychological First Aid **Two Day Training**

This workshop will provide clinicians, health care providers, first responders, law enforcement, victim advocates, and other victim service professionals with an overview of mental health challenges faced by victimization as well as an introduction to the basic concepts of Psychological First Aid, an acute intervention (i.e., within 24-72 hours of the event) approach relevant to the needs of victims of crime. Participants will have an opportunity to observe role play examples as well as practice skills.

Key objectives: (CEU-12 hours)

1. Better understand early intervention models after victimization
2. Learn how to implement Psychological First Aid for victims of crime
3. Gain knowledge to address specific needs of intimate partner violence when conducting PFA

Skills for Psychological Recovery for Victims of Crime **Two Day Training**

This workshop will provide clinicians, health care providers, first responders, victim advocates, and other victim service professionals with an in-depth training of the concepts of Skills for Psychological Recovery— an early intervention approach relevant to the needs of victims of crime. Participants will have an opportunity to observe role play examples as well as practice skills.

Key objectives: (CEU-12 hours)

1. Better understand early intervention models after victimization
2. Learn how to implement Skills for Psychological Recovery for victims of crime
3. Gain knowledge to address specific needs of intimate partner violence when conducting Skills for Psychological Recovery

TRAINER:

Alyssa Rheingold, Ph.D. is a Professor, Licensed Clinical Psychologist, and Director of Clinical Operations at the National Crime Victims Research (NCVC) and Treatment Center within the Department of Psychiatry and Behavioral Sciences at the Medical University of South Carolina. She is the Associate Director of Administration and Director of Clinical Operations at the NCVC. In addition, Dr. Rheingold is the Director of the Preparedness, Response & Recovery Division of the National Mass Violence Victimization Resource Center. Her expertise includes evidence-based treatment of trauma related mental health issues, intimate partner violence, grief and loss, and traumatic loss by homicide. Dr. Rheingold is the PI of several federally funded service grants to improve resources for survivors of homicide, intimate partner violence victims, and underserved victims of crime. She was the Co-PI on an OVC AEAP grant to provide ongoing resiliency and recovery services for those impacted by the Charleston Emanuel AME Church shooting and the PI on an OVC funded grant to develop community response to intra-familial homicide. Dr. Rheingold has published over 70 peer reviewed articles and book chapters in the area of trauma, bereavement, and victimization. She has provided a number of trainings including Psychological First Aid, Skills for Psychological Recovery, Mindfulness, Acceptance and Commitment Therapy, Loss by Homicide, GRIEF Approach, Traumatic Grief, Impact of Witnessing Domestic Violence, Stress Management, Impact of Mass Violence, Early Interventions for Trauma Exposure, and Prolonged Exposure for PTSD.

COST

PFA Training:

2 Days Preparation. 16 hours X \$650 (daily federal rate)

2 Days Training 16 hours X \$650 (daily federal rate)

Total: \$2,600

SPR Training:

2 Days Preparation. 16 hours X \$650 (daily federal rate)

2 Days Training 16 hours X \$650 (daily federal rate)

Total: \$2,600

Consultation Calls:

Consultation calls to support competency in PFA and SPR. Available for biweekly group consultation calls to offer guidance, problem-solving, and reinforcement of skills taught in the workshops.

Consultation calls for individuals and/or groups = \$200 per hour, two calls per month for 6 months

Total: \$2,400

**CHARLESTON, SOUTH CAROLINA POLICE DEPARTMENT
PROGRAM/SURGE FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
CHARLESTON RESIDENT OFFICE – CHARLESTON TASK FORCE**

This agreement is made this 1st day of October, 2021, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Charleston, SC Police Department ORI# SC0100100 (hereinafter "CPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Southeastern counties of South Carolina including but not limited to the greater Charleston, South Carolina metropolitan area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Southeastern counties of South Carolina including but not limited to the greater Charleston, South Carolina metropolitan area the parties hereto agree to the following:

1. The Charleston Resident Office Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Southeastern counties of South Carolina including but not limited to the greater Charleston, South Carolina metropolitan area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of South Carolina.
2. To accomplish the objectives of the Charleston Resident Office Task Force, the CPD agrees to detail one (1) experienced officers to the Charleston Resident Office Task Force for a period of not less than two years. During this period of assignment, CPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The CPD officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The CPD officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the Charleston Resident Office Task Force, DEA will assign six (6) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agent and CPD officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. During the period of assignment to the Task Force, the CPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the CPD for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 30 days of the end of the invoiced period. **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."**
7. In no event will the CPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The CPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The CPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The CPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
10. The CPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The CPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The CPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the CPD by DEA until the completed certification is received.
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the CPD shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2022. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by CPD during the term of this agreement.


For the Drug Enforcement Administration:

Robert J. Murphy, Special Agent-in-Charge

Atlanta Division

Date: _____

For the Charleston Police Department



Luther T. Reynolds, Chief of Police

Date: 8-4-21

For the City of Charleston

John J. Tecklenberg, Mayor

Date: _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - 111, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantees may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

3950 Faber Place Dr, STE 200
North Charleston, SC 29405

Check if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Charleston, South Carolina Police Department
180 Lockwood Boulevard
Charleston, SC 29403

2. Application Number and/or Project Name

DEA Task Force Agreement

4. Typed Name and Title of Authorized Representative

Chief Luther T. Reynolds

5. Signature

3. Grantee IRS/Vendor Number

57-6000226

6. Date

**SCHOOL RESOURCE OFFICER PROGRAM: 2021-2022 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department**

WHEREAS, School campuses are learning environments where public education students are prepared for success in college, careers, and citizenship.

WHEREAS, School resource officers are necessary to provide law enforcement and police services to assist in fostering a safe learning environment.

THEREFORE, this Memorandum of Agreement is made and entered into by and between the Charleston County School District (CCSD) and the City of Charleston Police Department (CPD) for the 2021-2022 school year.

SECTION 1: RIGHTS AND DUTIES OF THE CHIEF OF POLICE

The Chief of Police shall provide School Resource Officers (hereinafter referred to as "SRO") as follows for the 2021-2022 school year. The services of the SROs will commence on the first teacher workday of the school year and will continue through the last school day for students.

A. Number and Funding of School Resource Officers

The Chief of Police shall assign regularly employed police officer(s) to each of the following schools:

- 1 SRO Buist Academy
- 1 SRO Burke High
- 1 SRO C.E. Williams Middle – North Campus
- 1 SRO C.E. Williams Middle – South Campus
- 1 SRO Charleston Progressive Academy
- 1 SRO Haut Gap Middle
- 1 SRO James Simons Montessori
- 1 SRO Julian Mitchell Elementary
- 1 SRO Memminger Elementary
- 1 SRO Montessori Community School/Springfield Elementary
- 1 SRO Sanders-Clyde Elementary
- 1 SRO Simmons-Pinckney Middle
- 1 SRO St. Andrew’s School of Math and Science
- 1 SRO St. John’s High
- 2 SROs West Ashley High

Assignment of SRO’s at James Simons Montessori and Memminger Elementary will be contingent upon CPD receiving an allocation for full salary and benefits from the State of South Carolina. In the event these positions are not fully funded, then both parties agree to renegotiate terms of coverage.

CCSD shall fund the remaining fourteen (14) officers at the rate of \$38,453 per officer.

The Chief of Police shall assign a police supervisor to oversee the police officers assigned above and to perform scheduled and non-scheduled visits to the schools.

SCHOOL RESOURCE OFFICER PROGRAM: 2021-2022 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

West Ashley Head Start shall be covered by off-duty officers, and payment will be issued directly to the off-duty officers by CCSD. The responsibilities of off-duty officers, who are not considered SROs for the purpose of this agreement, shall be governed by CPD policies and procedures and CCSD Office of Security and Emergency Management Special Order 2019-001.

SROs shall act in accordance with the policies and procedures of the Charleston Police Department to enforce state laws and municipal ordinances.

The Chief of Police or designee shall ensure the CCSD Office of Security and Emergency Management (OS&EM) possesses an up-to-date roster of SROs assigned to CCSD and the school in which they are primarily assigned. Any changes to SRO staffing should be reported to CCSD OS&EM as soon as practical.

The Chief of Police or designee shall provide a monthly report of calls for service and criminal incidents occurring within these schools to the CCSD OS&EM. The report should also contain a listing of school-related arrests or detentions that occurred during the month that includes the date of arrest/detention, individual's name, age, gender, race, charge(s), and school in which the charge originated.

The SRO assigned to the above schools will be permitted to travel to off-campus based school programs in the City of Charleston at the request of the Principal or the Assistant Principal and with the consent of the Chief of Police or designee.

At the discretion of the Chief of Police and the CCSD Executive Director of Security and Emergency Management, additional SROs may be assigned to CCSD schools within the City of Charleston.

B. Regular Duty Hours of School Resource Officers

Each school listed in this agreement shall have an SRO assigned on a full-time basis during the regular school year. The SRO will be assigned to the school eight (8) hours per school day; however, a SRO may be called upon to leave the assigned school when he/she is needed at another school to handle a call for service or other criminal incident. The supervisor may temporarily reassign any SRO during school holidays and vacations during the school year or during a period of a public safety emergency. Availability of a SRO during the summer months is at the discretion of the Chief of Police or designee and shall be the subject of a separate agreement.

C. Duties of the School Resource Officer

SROs are expected to adhere to the guidelines set forth in the Charleston Police Department's SRO Field Guide. A copy of this document will be provided to CCSD.

As sworn law enforcement officials, SROs have a major role in campus security. SROs shall not only be called to respond to criminal incidents, but also to assist in emergency

SCHOOL RESOURCE OFFICER PROGRAM: 2021-2022 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

crisis planning, building security, and training school personnel on handling crisis situations. It is important for school administrators to establish and maintain close partnerships with SROs as they are valuable resources for providing a safe school environment.

The SRO shall act in the capacity of a law enforcement officer and advisor.

SROs should be positive role models and may be used to promote the profession of law enforcement as a career choice for students. School administrators shall support positive interactions between SROs and students on school campuses.

The SRO shall act as an instructor for specialized short-term programs when approved to do so by the Principal or member of the faculty. The SRO will encourage individual and small group discussions with students based upon materials covered in class to further establish rapport with the students. The SRO shall develop expertise in presenting various law-related subjects to students. The SRO will submit the subject and the number of classes taught on the monthly activity report.

The SRO shall coordinate all of his/her activities and programs with the Principal and relevant staff members and will seek advice and guidance prior to implementation. The SRO shall, whenever possible, participate in school functions as they relate to the duties of the SRO. The SRO will keep the Principal informed of his/her Police Department obligations.

When requested by the Principal, the SRO shall attend parent and faculty meetings to solicit support and understanding of the SRO program.

The SRO shall make him/herself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.

The SRO shall become familiar with all community agencies that offer assistance to youth and their families, such as mentoring agencies, mental health clinics, and drug assistance centers. The SRO shall serve as a resource to students, parents, faculty, and staff, and should make referrals to these agencies when necessary.

The SRO shall assist the Principal in developing plans and strategies to prevent or minimize dangerous situations.

Should it become necessary to conduct a formal police interview with students and/or faculty members, the SRO shall inform the Principal and/or designee and adhere to applicable law enforcement policies and legal requirements.

The SRO shall take law enforcement actions to the extent that the SRO may do so under the authority of law against intruders and unwanted guests who appear at the

**SCHOOL RESOURCE OFFICER PROGRAM: 2021-2022 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department**

school and related school functions. As soon as practical, the SRO shall make the Principal aware of such action.

The SRO shall give assistance to other law enforcement officers in matters regarding his/her school assignment whenever necessary.

The SRO shall maintain detailed and accurate records of the School Resource Officer program on a monthly basis. These records should be compiled by the SRO supervisor and submitted to the CCSD OS&EM.

The SRO shall not act as a school disciplinarian. The administration of school discipline is solely the responsibility of the appropriate school faculty and staff. SROs are not to be used for regularly assigned lunchroom duties, as hall monitors, or for other monitoring duties; however, SROs should provide guidance and/or assistance to the school administration when presented with a specific problem or concern.

If an incident is a violation of the law, the Principal will contact the SRO and/or the SRO supervisor immediately. The SRO will determine whether or not law enforcement action is appropriate.

In cases of contested expulsions, the SRO will provide case information or testimony to the Superintendent of Schools or designee. The SRO will also provide testimony at an expulsion hearing after being requested by the Superintendent of Schools or designee, unless such testimony could hinder a criminal investigation or prosecution.

D. Co-Curricular Activities and School Functions

Upon request from the Principal, and with the approval of the Chief of Police or designee, a SRO may accompany a school to events outside of the City of Charleston and within the State of South Carolina for the purposes of providing law enforcement services as authorized by S.C. Code § 5-7-12. Under no circumstances may the SRO in his/her official capacity accompany a school to events outside the State of South Carolina.

When the SRO works outside of the normal weekly school hours, which includes, but is not limited to, providing services for the events described in the above listed paragraph, the payment for the SRO shall be based on an hourly rate at time and a half as determined by Charleston Police Department policy in effect at the time of this agreement. Payment for these services shall be made directly to the City of Charleston. All overtime shall be approved in advance and in writing by the School District's Executive Director of Security and Emergency Management. (NOTE: This paragraph does not apply to off-duty services provided to the School District by individual officers.)

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MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department**

SECTION 2: RIGHTS AND DUTIES OF THE SCHOOL DISTRICT

The School District shall provide each SRO with the facilities deemed necessary in the performance of the SRO's duties.

A. Materials and Facilities Provided by the School District

The School District will provide the SRO with access to an air-conditioned and properly lit private office. This office shall contain a telephone and school computer, which will be used for general business purposes. Only the SRO will have access to this office.

The School District will provide the SRO with a location for files and records that can be locked and secured within the office.

The School District will provide a desk with drawers, an office chair, and a filing cabinet.

In limited circumstances where the space available in a school building does not allow for the SRO to receive a private office, a mutually agreeable alternative will be sought.

SECTION 3: PROGRAM GOALS AND EVALUATION

The Charleston County School District requests the assistance of the Charleston Police Department in keeping its schools safe and orderly.

A. Program Goals

The Charleston Police Department, in conjunction with the Charleston County School District, shall develop program goals and objectives for the School Resource Officer program. These program goals shall be in line with the Charleston County School District's strategic plan related to a safe school climate.

The SRO shall be an active law enforcement official on campus, a law-related instructor, and an advisor and resource for faculty, staff, students, and parents.

The SRO shall be active in conferences, counseling, and community referrals.

B. Program Evaluation

Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.

The Charleston Police Department shall evaluate the effectiveness of the School Resource Officer program and report the SROs' activity to the Charleston County School District on a monthly basis.

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SECTION 4: SELECTION, TRAINING, AND EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER

The Charleston Police Department shall be responsible for the recruitment and employment of School Resource Officers. The Charleston Police Department and the Charleston County School District Office of Security and Emergency Management shall be responsible for interviewing and evaluating SROs and SRO candidates; recommendations may be made to the Chief of Police for the selection of SROs. The SRO shall serve within schools at the pleasure of the Chief of Police and Superintendent of Schools.

The Charleston Police Department and Charleston County School District recognize the need to have highly trained and qualified individuals serving as SROs. The law enforcement agency shall ensure that each SRO has the skills and training needed to be successful in a school environment. Each SRO should complete School Resource Officer training through the South Carolina Criminal Justice Academy or National Association of School Resource Officers as soon as practical. Additionally, SROs assigned to CCSD at the beginning of the school year shall attend the beginning-of-year training hosted by CCSD in the month of August.

If a SRO is unable to attend the August training due to uncontrollable circumstances, or if a SRO begins their service with CCSD after the class has been held, key information presented during the training related to district emergency management procedures, special education laws, de-escalation techniques, and other covered topics will be made available to the SRO and reviewed by him/her as soon as practical. Certification that the information has been reviewed shall be submitted to the CCSD Office of Security and Emergency Management.

SECTION 5: REASSIGNMENT, RESIGNATION, OR DISMISSAL OF SCHOOL RESOURCE OFFICERS

It is in the best interest of the Charleston Police Department and Charleston County School District that highly qualified and skilled police officers serve as School Resource Officers.

A. Principal's Request for the Removal of an SRO

In the event the Principal of the school to which an SRO is assigned feels that the SRO is not effectively performing his/her duties, the Principal shall state these reasons in writing to the School District's Executive Director of Security and Emergency Management. Within a reasonable time after receiving the written recommendation from the Principal, the Executive Director of Security and Emergency Management or designee shall advise the Chief of Police or designee of the Principal's concerns.

If the Chief of Police desires, the Executive Director of Security and Emergency Management and the Chief of Police, or their designees, shall meet with the SRO and the Principal in an attempt to mediate and resolve any concerns.

If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved, or in the event mediation is not sought by the Chief of

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Police, the SRO shall be reassigned from the program at the school, and a replacement shall be obtained.

B. SRO's Adherence to Department Rules

The Chief of Police may dismiss or reassign a SRO based upon the department's rules, regulations, and/or general orders, and when in the best interest of the citizens of Charleston County and the City of Charleston.

C. Assignment of a Replacement SRO

In the event of the resignation, dismissal, or reassignment of a SRO, or in the case of absences by a SRO, the Chief of Police shall provide a temporary replacement for the SRO within five (5) business days. A permanent replacement will be assigned within 30 school days of receiving notice of such absence, dismissal, or resignation.

SECTION 6: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The School Resource Officers of the Charleston Police Department shall act as the law enforcement unit for the Charleston County School District with regard to the information sharing provisions of the Federal Educational Rights and Privacy Act (FERPA). Records produced by the SRO for the purpose of law enforcement are exempt from the provisions of FERPA.

The school may furnish educational records to the SRO under appropriate circumstances; however, those records and personally identifiable information contained therein do not lose their status as educational records and remain subject to FERPA, including the disclosure provisions, while in the possession of the law enforcement unit. This should not be interpreted to be a blanket exception.

SECTION 7: REQUEST FOR CANINE SEARCHES

A Principal can request canine search assistance from the Charleston Police Department with the approval of his/her supervisor (i.e., Executive Director or Associate Superintendent) and the CCSD Office of Security and Emergency Management. School district and police department policies and procedures must be followed during any canine searches.

**SCHOOL RESOURCE OFFICER PROGRAM: 2021-2022 SCHOOL YEAR
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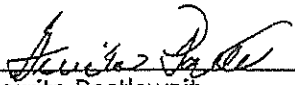
SECTION 8: GOOD FAITH AND MODIFICATION

The Charleston County School District, the Charleston Police Department, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees. The terms of this agreement are subject to change at the end of each school year. Any recommended changes or modifications to the agreement shall be submitted in writing.

This document constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreements meant to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

Acting on behalf of the Charleston County School District and the Charleston Police Department, this agreement is signed and sealed by:

**FOR THE CHARLESTON COUNTY
SCHOOL DISTRICT:**



Gerrita Postlewait
Superintendent of Schools

7-17-21

Date of Signature



Michael Reidenbach
Executive Director of Security and
Emergency Management

7/14/2021

Date of Signature

FOR THE CITY OF CHARLESTON:

John Tecklenburg
Mayor

Date of Signature

Luther Reynolds
Chief of Police

Date of Signature

MEMORANDUM OF AGREEMENT

BETWEEN

THE COLLEGE OF CHARLESTON

AND

THE CITY OF CHARLESTON, S.C.

I. PURPOSE

Whereas, the City of Charleston, S.C. has a duty to provide emergency services to its community during natural disasters and other declared emergencies;

Whereas, the College of Charleston is a State-supported institution of higher education, located in Charleston, S.C. and has a facility located in the City of Charleston that may be useful to the City of Charleston's operations during a community-wide emergency;

Therefore, the College of Charleston (hereafter referred to as CofC) and the City of Charleston, S.C. (hereafter referred to as the City) hereby enter into this Memorandum of Agreement (hereafter referred to as MOA) for the purpose of providing services to the City of Charleston.

II. SCOPE OF SERVICES

A. Responsibilities of CofC:

Under the terms of this MOA, CofC shall be responsible for the following:

- 1. Providing access to the following facilities for use by City personnel and other agency personnel working with the City in an emergency:
 - a. TD Arena.
 - b. Johnson Center Recreation Gym

The facility will be provided strictly "as-is." No modifications to the facilities will be made by CofC to support the provisions of this MOA. During times of emergency and based on the nature of those incidents, other limited CofC facilities may be provided to the City of Charleston for use under the provisions of this MOA, if mutually agreeable to CofC and the City. The limited additional facilities must be identified in a separate written agreement signed by CofC and the City.

- 2. Providing space within the T.D. Arena and Johnson Center Recreation Gym for emergency temporary shelter for citizens and working, billeting, eating/cooking, command post, and off duty respite for City personnel and personnel/equipment from other agencies working in support of emergency conditions declared by the State of South Carolina, Charleston County, or the City of Charleston.
- 3. Providing the use of space within the T.D. Arena for the duration of the emergency that includes the following:
 - a. Existing furniture
 - b. Limited Lavatory/shower facilities (if already available within the facility)
 - c. Limited parking for vehicles owned by the City of Charleston when supporting personnel using the location
 Limited cafeteria and kitchen facilities within TD Arena and Johnson Center, not to include any equipment, food or other inventory of Aramark. Use of public Wi-Fi (only if available) and existing school telephones

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4. The space within the two named facilities, referenced above, that will be used by the City is set forth in the attached addendum.
5. Identify by name/title/phone number a CofC Point-of-Contact (POC) for the City for coordination of all required actions / activities in the event of implementation of the provisions of this MOA.
6. The entire scope of services described above should not interfere in any way with CofC's use of the facility, which shall be primary and shall control in the event of a conflict. It is anticipated that the provisions of this MOA will be implemented only during an emergency or as otherwise agreed upon by the parties.
7. Use will terminate immediately after the declaration of emergency has been lifted by the State Emergency Management Division or otherwise, upon request of CofC., upon seven (7) days advance written notice.

B. Responsibilities of the City

Under the terms of this MOA, the City shall be responsible for the following:

1. Responsible, reasonable and professional use of the CofC facilities.
2. Adherence to any/all applicable CofC safety and security standards, rules, and regulations while utilizing CofC property and resources. This includes, but is not limited to, the following: ensuring the building remains secure at all times; ensuring that only authorized personnel access the facility; and ensuring that no activity occurs within the building that may pose a safety hazard to its occupants or to the physical structure.
3. Immediately notifying the designated CofC POC through direct communication as soon as possible regarding the foreseen use of a facility pursuant to the provisions of this MOA.
4. Making every reasonable effort to ensure the health and safety of all persons, evacuees and personnel within the facility.
5. Identifying a person who shall serve as the "facility manager," as well as individuals who are on-site at the locations to oversee facility operations at all times while the facility is being used by City personnel. The facility manager will be responsible for overseeing all aspects of the facility's use including space allocation, maintaining personnel records of those using the space, ensuring the safety/security and cleaning/disinfection of the facility, fully repairing any damages to the satisfaction of the College, at the City's sole expense, overseeing custodial services, and deploying resources to deal with emergency maintenance issues. The facility manager or designee will be responsible for contacting the designated CofC POC immediately to report any significant facility issues or incidents that occur during the use of the locations.
6. Ensuring the space is used strictly for purposes stated in Section II. A. 2.
7. Ensuring that only vehicles belonging to the City or those agencies working with City are parked in CofC lots. Parking is limited to existing areas on the campus clearly identified as parking spaces. Parking on grass, fields and other soft services is not allowed. Oversized vehicles (armored vehicles, front end loaders, etc.) must park so as not to damage existing parking lots, curbs and other infrastructure.
8. Providing all custodial/ disinfection and cleaning services during the use of the facility. At the conclusion of the emergency event, the City should ensure that the facility is clean, disinfected and ready for use by CofC personnel. Cleaning the used areas should be completed immediately after the City has vacated the space.

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9. Properly following all CofC policies, rules and regulations, including its "Back on the Bricks" and Covid-19 health and safety rules and requirements regarding its use of the facility.
10. Providing proper liability, property damage and workers compensation insurance, which will protect the parties regarding its use of the facility, including liability and property damage insurance with per occurrence limits as allowed by the SC State Insurance Reserve Fund (the IRF), subject to the SC Tort Claims Act, as amended, with no aggregate and workers compensation insurance with statutory limits. The City shall also provide a certificate of insurance (COI) to CofC prior to occupancy, naming the College of Charleston, its Board of Trustees, officers employees and agents as certificate holders.
11. The City shall properly clean, fully repair to the satisfaction of the College, at the City's sole expense, disinfect and return the premises to CofC, after termination of occupancy, in the same condition that the premises were in prior to occupancy, normal wear excepted. Any damages incurred during occupancy shall be timely and properly repaired by the City to the satisfaction of CofC and fully paid for by the City.

III. TERMS AND CONDITIONS

A. Effective Dates

This MOA shall be effective on July _____, 2021 or when all parties have signed, whichever is earlier, and will terminate on June 30, 2022 or per the Termination clause below. In no event shall the agreement extend beyond five (5) years from its effective date.

B. Food Service Access.

City will be allowed use of the kitchen facilities in the TD Arena and Johnson Center Recreation Gym. A CofC employee will meet an agent of the City at the facilities to do a walk-thru of the kitchen areas, so that the city can be made aware of the equipment available and where to store their food and supplies.

C. Liability:

Neither party to this Agreement shall be responsible for any obligation or liability incurred or assumed by the other party or its employees, agents or authorized representatives, and each party shall be responsible for its own acts or omissions and those of its employees, agents, or authorized representatives within the course and scope of their employment. Obligations of both parties shall be subject to and in accordance with the South Carolina Tort Claims Act, as amended. Nothing contained within this Agreement is intended to shift responsibility from one party to the other and nothing is intended to diminish any rights the Parties may have relating to apportionment of responsibility under applicable law. The terms of this Section shall survive the expiration or termination of this Agreement.

D. Termination:

1. Subject to the provisions contained below, this MOA may be terminated by either party providing seven (7) days advance written notice to the other party of intent to terminate
2. CofC may terminate this MOA for cause, default, or negligence on the part of the other party or at any time, for any or no reason, upon seven (7) days advance written notice.
3. Notices required under this MOA by one party to the other shall be sufficient if given or confirmed in writing to the parties at the address set forth below:

MEMORANDUM OF AGREEMENT BETWEEN
COLLEGE OF CHARLESTON AND
THE CITY OF CHARLESTON

If to the College of Charleston (CofC)

Attn: John Loonan
EVP, Business Affairs
College of Charleston
66 George Street
Charleston, SC 29424

With a copy to:

General Counsel
College of Charleston
66 George Street
Charleston, SC 29424

If to City:

City of Charleston
Corporation Counsel
50 Broad Street
Charleston, SC 29401
Attention: Steve Ruemelin

E. Amendment

Any changes to this MOA, which are mutually agreed upon between CofC and the City shall be incorporated in written amendment to this MOA and will not become effective until the amendment is signed by both parties.

F. Condition of Facility

CofC makes no guarantees as to the condition of the facilities provided to the City pursuant to this agreement, which are strictly, "As-Is, Where-Is". The City shall be responsible for evaluating the facilities to determine their suitability for occupancy during an emergency situation.

G. Responsibility for Loss

Neither party to this agreement shall be responsible for any liability or obligation incurred or assumed by the other party or its employees, officers, agents or representatives and each party shall be responsible for its own acts and those of its employees, officers, agents and representatives within the scope of their duties, in accordance with the South Carolina Tort Claims Act, as amended. Nothing within this agreement is intended to shift liability from one party to the other.

The City acknowledges responsibility for the negligent acts of its employees, officers and/or representatives and shall maintain liability insurance with the City as a named insured with a limit in the amounts listed below for damages to persons or property as a result of any one occurrence.

- i) A limit of Six Hundred Thousand and No/100 (\$600,000.00) Dollars per occurrence, for bodily injury, including death, arising from negligent acts or omissions of the City, its employees, officers, agents and/or representatives; and
- ii)

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MEMORANDUM OF AGREEMENT BETWEEN
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THE CITY OF CHARLESTON

iii)ii) A limit of Six Hundred Thousand (\$600,000.00) Dollars per occurrence for damage or destruction of property arising from the negligence of the City, its employees, officers, agents and/or representatives.

iv) The City shall also provide a certificate of insurance (COI) to CofC prior to occupancy, with CofC, its Board of Trustees, officers, employees and agents as certificate holders.

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Any damage or destruction of personal property or of the premises, incurred by the City, its officers, employees, agents, representatives or invitees, shall be repaired, restored, or replaced promptly, to the full satisfaction of C of C at the sole cost and expense of the City.

H. Evaluation of MOA:

Appropriate staff of the City and CofC will review together at least annually the terms of this MOA.

I. Governing Law:

This MOA shall be construed and enforced in accordance with the laws of the State of South Carolina.

J Expenditures:

Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.

FOR THE CITY OF CHARLESTON

FOR COLLEGE OF CHARLESTON

Date: _____

Date: _____

City Representative's Signature:

College Representative's Signature:

Printed Name: John Tecklenburg

Printed Name: _____

Title: Mayor

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF),

And

CHARLESTON POLICE DEPARTMENT

This Memorandum of Understanding (“MOU”) is entered into by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”) and Charleston Police Department (“participating agency”) as it relates to the ATF Task Force (herein referred to as the “Task force”).

AUTHORITIES

The authority to investigate and enforce offenses under provisions of this MOU are found at 28 U.S.C. § 599A , 28 C.F.R. §§ 0.130, 0.131, and 18 U.S.C. § 3051.

PURPOSE

The Task Force will perform the activities and duties described below:

- a. Investigate firearms trafficking
- b. Investigate firearms related violent crime
- c. Gather and report intelligence data relating to trafficking in firearms
- d. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of South Carolina.

MEASUREMENT OF SUCCESS

The success of this initiative will be measured by the participating agencies willingness to share certain information, (i.e crime statistics) for the purpose of measuring the success of the task force as well as its performance.

PHYSICAL LOCATION

Officers/troopers/agents assigned to this Task Force by their employer shall be referred to as task force officers (TFOs). TFOs will be assigned to the ATF Charleston Field Office and will be located at 1 Poston Rd., #325, Charleston, SC 29407.

SUPERVISION AND CONTROL

The day-to-day supervision and administrative control of TFOs will be the mutual responsibility of the participants, with the ATF Special Agent in Charge or his/her designee having operational control over all operations related to this Task Force.

Each TFO shall remain subject to their respective agencies' policies, and shall report to their respective agencies regarding matters unrelated to this agreement/task force. With regard to matters related to the Task Force, TFOs will be subject to Federal law and Department of Justice (DOJ) and ATF orders, regulations and policy, including those related to standards of conduct, sexual harassment, equal opportunity issues and Federal disclosure laws.

Failure to comply with this paragraph could result in a TFO's dismissal from the Task Force.

PERSONNEL, RESOURCES AND SUPERVISION

To accomplish the objectives of the Task Force, ATF will assign seven Special Agents to the Task Force. ATF will also, subject to the availability of funds, provide necessary funds and equipment to support the activities of the ATF Special Agents and officers assigned to the Task Force. This support may include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

Each participating agency agrees to make available to their assigned task members any equipment ordinarily assigned for use by that agency. In the event ATF supplies equipment (which may include vehicles, weapons or radios), TFOs must abide by any applicable ATF property orders or policy, and may be required to enter into a separate agreement for their use.

To accomplish the objectives of the Task Force, the Charleston Police Department agrees to detail at least one fulltime TFO to the Task Force for a period of not less than two (2) years.

All TFOs shall qualify with their respective firearms by complying with ATF's Firearms and Weapons Policy.

SECURITY CLEARANCES

All TFOs will undergo a security clearance and background investigation, and ATF shall bear the costs associated with those investigations. TFOs must not be the subject of any ongoing investigation by their department or any other law enforcement agency, and past behavior or punishment, disciplinary, punitive or otherwise, may disqualify one from eligibility to join the Task Force. ATF has final authority as to the suitability of TFOs for inclusion on the Task Force.

DEPUTATIONS

ATF, as the sponsoring Federal law enforcement agency, may request at its sole discretion that the participating agency's TFOs be deputized by the U.S. Marshals Service to extend their jurisdiction, to include applying for and executing Federal search and arrest warrants, and requesting and executing Federal grand jury subpoenas for records and evidence involving violations of Federal laws. Such requests will be made on an individual basis as determined by ATF.

A TFO will not be granted Department of Justice legal representation if named as a defendant in a private-capacity lawsuit alleging constitutional violations unless all deputation paperwork has been completed prior to the event(s) at issue in the lawsuit.

The participating agencies agree that any Federal authority that may be conferred by a deputation is limited to activities supervised by ATF and will terminate when this MOU is terminated or when the deputized TFOs leave the Task Force, or at the discretion of ATF.

ASSIGNMENTS, REPORTS AND INFORMATION SHARING

An ATF supervisor or designee will be empowered with designated oversight for investigative and personnel matters related to the Task Force and will be responsible for opening, monitoring, directing and closing Task Force investigations in accordance with ATF policy and the applicable United States Attorney General's Guidelines.

Assignments will be based on, but not limited to, experience, training and performance, in addition to the discretion of the ATF supervisor.

All investigative reports will be prepared utilizing ATF's investigative case management system, (N-Force) utilizing ATF case report numbers. The participating agency will share investigative reports, findings, intelligence, etc., in furtherance of the mission of this agreement, to the fullest extent allowed by law. For the purposes of uniformity, there will be no duplication of reports, but rather a single report prepared by a designated individual which can be duplicated as necessary. Every effort should be made to document investigative activity on ATF Reports of Investigation (ROI), unless otherwise agreed to by ATF and the participating agency(ies). This section does not preclude the necessity of individual TFOs to complete forms required by their employing agency.

Information will be freely shared among the TFOs and ATF personnel with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations. No information gathered during the course of the Task Force, to include informal communications between TFOs and ATF personnel, may be disseminated to any third party, non-task force member by any task force member without the express permission of the ATF Special Agent in Charge or his/her designee.

Any public requests for access to the records or any disclosures of information obtained by task force members during Task Force investigations will be handled in accordance with applicable

statutes, regulations, and policies pursuant to the Freedom of Information Act and the Privacy Act and other applicable federal and/or state statutes and regulations.

INVESTIGATIVE METHODS

The parties agree to utilize Federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where state or local laws are more restrictive than comparable Federal law, investigative methods employed by state and local law enforcement agencies shall conform to those requirements, pending a decision as to a venue for prosecution.

The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of ATF. All Task Force operations will be conducted and reviewed in accordance with applicable ATF and Department of Justice policy and guidelines.

None of the parties to this MOU will knowingly seek investigations under this MOU that would cause a conflict with any ongoing investigation of an agency not party to this MOU. It is incumbent upon each participating agency to notify its personnel regarding the Task Force's areas of concern and jurisdiction. All law enforcement actions will be coordinated and cooperatively carried out by all parties to this MOU.

INFORMANTS

ATF guidelines and policy regarding the operation of informants and cooperating witnesses will apply to all informants and cooperating witnesses directed by TFOs.

Informants developed by TFOs may be registered as informants of their respective agencies for administrative purposes and handling. The policies and procedures of the participating agency with regard to handling informants will apply to all informants that the participating agency registers. In addition, it will be incumbent upon the registering participating agency to maintain a file with respect to the performance of all informants or witnesses it registers. All information obtained from an informant and relevant to matters within the jurisdiction of this MOU will be shared with all parties to this MOU. The registering agency will pay all reasonable and necessary informant expenses for each informant that a participating agency registers.

DECONFLICTION

Each participating agency agrees that the deconfliction process requires the sharing of certain operational information with the Task Force, which, if disclosed to unauthorized persons, could endanger law enforcement personnel and the public. As a result of this concern, each participating agency agrees to adopt security measures set forth herein:

- a. Each participating agency will assign primary and secondary points of contact.
- b. Each participating agency agrees to keep its points of contact list updated.

The points of contact for this Task Force are:

ATF: RAC Jeremy Godsave

Participating Agency: Captain Andre Jenkins

EVIDENCE

Evidence will be maintained by the lead agency having jurisdiction in the court system intended for prosecution. Evidence generated from investigations initiated by a TFO or ATF special agent intended for Federal prosecution will be placed in the ATF designated vault, using the procedures found in ATF orders.

All firearms seized by a TFO must be submitted for fingerprint analysis and for a National Integrated Ballistic Information Network (NIBIN) examination. Once all analyses are completed, all firearms seized under Federal law shall be placed into the ATF designated vault for proper storage. All firearms information/descriptions taken into ATF custody must be submitted to ATF's National Tracing Center.

JURISDICTION/PROSECUTIONS

Cases will be reviewed by the ATF Special Agent in Charge or his/her designee in consultation with the participating agency and the United States Attorney's Office and appropriate State's attorney offices, to determine whether cases will be referred for prosecution to the U.S. Attorney's Office or to the relevant State's attorney's office. This determination will be based upon which level of prosecution will best serve the interests of justice and the greatest overall benefit to the public. Any question that arises pertaining to prosecution will be resolved through discussion among the investigative agencies and prosecuting entities having an interest in the matter.

In the event that a state or local matter is developed that is outside the jurisdiction of ATF or it is decided that a case will be prosecuted on the state or local level, ATF will provide all relevant information to state and local authorities, subject to Federal law. Whether to continue investigation of state and local crimes is at the sole discretion of the state or local participating agency.

USE OF FORCE

All fulltime TFOs will comply with ATF and the Department of Justice's (DOJ's) Use of Force orders and policies. TFOs must be briefed on ATF's and DOJ's Use of Force policy by an ATF official, and will be provided with a copy of such policy.

BODY WORN CAMERAS AND TASK FORCE OFFICERS

In accordance with DOJ policy, dated October 29, 2020, Body Worn Cameras (BWCs) may be worn by TFOs operating on a Federal Task Force when their parent agency mandates their use

by personnel assigned to the task force. In such cases, the parent agency must formally request to participate in the TFO BWC program and, upon approval, shall comply with all DOJ and ATF policies, and the required procedures, documentation, and reporting while participating on the task force.

In instances where State law and/or agency BWC Policy prevents a parent agency from complying with DOJ and ATF policies, the TFOs operating on a Federal Task Force when their parent agency mandates their use by personnel assigned to the task force shall not participate in the service of search warrants or arrest warrants.

MEDIA

Media relations will be handled by ATF and the U.S. Attorney's Office's public information officers in coordination with each participating agency. Information for press releases will be reviewed and mutually agreed upon by all participating agencies, who will take part in press conferences. Assigned personnel will be informed not to give statements to the media concerning any ongoing investigation or prosecution under this MOU without the concurrence of the other participants and, when appropriate, the relevant prosecutor's office.

All personnel from the participating agencies shall strictly adhere to the requirements of Title 26, United States Code, § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C., Chapter 53 shall not be made except as provided by law.

SALARY/OVERTIME COMPENSATION

During the period of the MOU, participating agencies will provide for the salary and employment benefits of their respective employees. All participating agencies will retain control over their employees' work hours, including the approval of overtime.

ATF may have funds available to reimburse overtime to the State and Local TFO's agency, subject to the guidelines of the Department of Justice Asset Forfeiture Fund. This funding would be available under the terms of a memorandum of agreement (MOA) established pursuant to the provisions of 28 U.S.C. section 524. The participating agency agrees to abide by the applicable Federal law and policy with regard to the payment of overtime from the Department of Justice Asset Forfeiture Fund. The participating agency must be recognized under State law as a law enforcement agency and their officers/ troopers/investigators as sworn law enforcement officers. If required or requested, the participating agency shall be responsible for demonstrating to the Department of Justice that its personnel are law enforcement officers for the purpose of overtime payment from the Department of Justice Asset Forfeiture Fund. **This MOU is not a funding document.**

In accordance with these provisions and any MOA on asset forfeiture, the ATF Special Agent in Charge or designee shall be responsible for certifying reimbursement requests for overtime expenses incurred as a result of this agreement.

AUDIT INFORMATION

Operations under this MOU are subject to audit by ATF, the Department of Justice's Office of the Inspector General, the Government Accountability Office, and other Government-designated auditors. Participating agencies agree to permit such audits and to maintain all records relating to Department of Justice Asset Forfeiture Fund payments for expenses either incurred during the course of this Task Force or for a period of not less than three (3) years and, if an audit is being conducted, until such time that the audit is officially completed, whichever is greater.

FORFEITURES/SEIZURES

All assets seized for administrative forfeiture will be seized and forfeited in compliance with the rules and regulations set forth by the U.S. Department of Justice Asset Forfeiture guidelines. When the size or composition of the item(s) seized make it impossible for ATF to store it, any of the participating agencies having the storage facilities to handle the seized property agree to store the property at no charge and to maintain the property in the same condition as when it was first taken into custody. The agency storing said seized property agrees not to dispose of the property until authorized to do so by ATF.

The MOU provides that proceeds from forfeitures will be shared, with sharing percentages based upon the U.S. Department of Justice Asset Forfeiture policies on equitable sharing of assets, such as determining the level of involvement by each participating agency. Task Force assets seized through administrative forfeiture will be distributed in equitable amounts based upon the number of full-time persons committed by each participating agency. Should it become impossible to separate the assets into equal shares, it will be the responsibility of all the participating agencies to come to an equitable decision. If this process fails and an impasse results, ATF will become the final arbitrator of the distributive shares for the participating agencies

DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the Task Force's goals and objectives. The parties to this MOU agree to attempt to resolve any disputes regarding jurisdiction, case assignments and workload at the lowest level possible.

LIABILITY

ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including TFOs, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act.

Claims against the United States for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any Federal employee while acting within the scope of his or her office or employment are governed by the Federal Tort Claims Act, 28 U.S.C. sections 1346(b), 2672-2680 (unless the claim arises from a violation of the

Constitution of the United States, or a violation of a statute of the United States under which other recovery is authorized).

Except as otherwise provided, the parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and will not seek financial contributions from the other for such acts or omissions. Legal representation by the United States is determined by the United States Department of Justice on a case-by-case basis. ATF cannot guarantee the United States will provide legal representation to any State or local law enforcement officer.

Liability for any negligent or willful acts of any agent or officer undertaken outside the terms of this MOU will be the sole responsibility of the respective agent or officer and agency involved.

DURATION

This MOU is effective with the signatures of all parties and terminates at the close of business on September 30, 2026.

This MOU supersedes previously signed MOUs and shall remain in effect until the aforementioned expiration date or until it is terminated in writing (to include electronic mail and facsimile), whichever comes first. All participating agencies agree that no agency shall withdraw from the Task Force without providing ninety (90) days written notice to other participating agencies. If any participating agency withdraws from the Task Force prior to its termination, the remaining participating agencies shall determine the distributive share of assets for the withdrawing agency, in accordance with Department of Justice guidelines and directives.

The MOU shall be deemed terminated at the time all participating agencies withdraw and ATF elects not to replace such members, or in the event ATF unilaterally terminates the MOU upon 90 days written notice to all the remaining participating agencies.

MODIFICATIONS

This agreement may be modified at any time by written consent of all participating agencies. Modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATURES

_____/_____
John Tecklenburg Date
Mayor
City of Charleston

_____/_____
Vincent C. Pallozzi Date
Special Agent in Charge, ATF
Charlotte Field Division