

**TOWN OF HILTON HEAD ISLAND  
REQUEST FOR PROPOSALS  
PERFORMANCE AUDIT OF TOWN'S CONTRACT  
FOR POLICE SERVICES  
RFP 2016-0005**

The Town of Hilton Head Island is soliciting proposals from qualified firms to conduct a performance audit of basic law enforcement services as defined and contained within the existing Agreement for Police Services between the Town and the Beaufort County Sheriff's Office dated January 6, 2015 (Exhibit A).

This review includes the updated "Schedule 1 Basic Law Enforcement Services" reflected in (Exhibit B) but does not include the updated "Schedule 2 Ancillary/County Wide Services" reflected in (Exhibit C). The intent of the performance audit is to ensure services are being provided in accordance with the staffing levels reflected in the contract and that these service levels are adequate to ensure the safety and welfare of the Town's citizens/visitors. The respondents to this request for proposals (RFP) should have extensive experience (5 years minimum) conducting audits of this nature and be able to demonstrate both their experience and expertise in the evaluation of police services.

**SUBMISSION REQUIREMENTS**

All responses should be delivered in sealed envelopes clearly identified as "Performance Audit of Police Services Contract (RFP 2016-0005) by not later than 2:00 PM on May 26, 2016. Please provide a minimum of 6 hard copy responses and one digital copy on CD. Responses should be hand carried or delivered by traceable means to the following address.

Town of Hilton Head Island  
One Town Center Court  
Hilton Head Island SC 29928  
Attn: Tom Fultz, Director of Administrative Services  
"RFP 2016-0005 Audit of Police Services Contract"

Any responses received after this time or date will not be opened and shall not be considered for award. By issuing this RFP, the Town of Hilton Head Island is not committing itself to award a contract or pay any costs incurred in the preparation of responses. The Town further reserves the right to accept or reject any or all responses received, to waive formalities, to negotiate with any or all qualified firms, and/or to cancel the RFP in part or in its entirety if it is in the best interest of the Town.

Responses to this RFP will be subject to the Freedom of Information Act (FOIA). Further, the names of the responding firms shall be released to the public following the submission date and time.

Any Firm qualifying for the Town's local vendor preference should include a copy of their certification with their proposal for it to be considered.

For information concerning this request for proposals, please contact Tom Fultz at (843) 341-4791 or [tomf@hiltonheadislandsc.gov](mailto:tomf@hiltonheadislandsc.gov).

Any questions must be submitted in writing via email to the above point of contact. The Town will accept questions until close of business on May 11, 2016. Should one be required the Town will issue a final addendum for this RFP not later than May 16, 2016. It is the responsibility of the firms to check the Town's website [www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov) to ensure they have reviewed and considered any addendum's issued for this solicitation.

## **RESPONSE FORMAT**

Responses are to be self-explanatory and designed in a manner to provide the Town with a straightforward presentation of the firm's capabilities and qualifications. Elaborate brochures and other promotional type materials are not desirable. The firm is encouraged to submit, for the Town's review, any additional information pertinent to the project.

### **1. General Background and Resources:**

(A) Executive summary of the Firm's history.

### **2. Direct Project Experience on project similar in scope and size:**

(A) Provide a list of past or current relevant clients for whom you provided similar services within the past 7 years. Provide a minimum of three (3) but not more than five (5) similar projects completed successfully including location, detailed description of services provided, time frame, and budget. Personnel assigned to this project should have been involved in all or a majority of the projects referenced as similar. Provide a primary point of contact with valid phone number and email address for each referenced client. Ensure these references are aware of your response to this RFP and that they will provide a timely response when contacted by a representative from the Town's Selection Team.

### **3. Project Team:**

(A) Project Organization Chart of in-house personnel (and sub consultant personnel, if any) who would be assigned to this project.

(B) Overview of the qualifications and experience of personnel who would be assigned to this project (including: title, role in the project, education, applicable professional registrations and certifications, and relevant experience). Provide a resume for each member of the team.

### **4. Work Plan and Project Schedule:**

(A) Provide Project Work Plan that addresses in detail how you plan to accomplish the tasks reflected in the Town's Scope of Services. The firm selected for this project will have 60 calendar days from the notice to proceed to complete all tasks and deliver their final report. The Work Plan should clearly describe the methods and resources that will be utilized to perform each task. It should include an hourly breakdown for all tasks and sub tasks reflecting both the level of effort in man hours and the hourly rate and name of the project team member/members assigned to perform each task. Identify what you believe to be the major challenges and opportunities for this project.

(B) This fee for services should reflect a total cost of services to include a not to exceed figure for travel and lodging/per diem to perform all tasks reflected in the work plan.

**5. Other Pertinent Information**

- (A) Present and anticipated workload of project team.
- (B) Litigation history of the lead firm for the past 5 years.
- (C) Additional information you feel may be relevant.

**SELECTION CRITERIA:**

All proposals shall be reviewed and evaluated by a selection committee comprised of Town Staff and a representative from the Sheriff’s Office utilizing the selection criteria reflected below:

- (A) Quality of previously completed projects (minimum of 3 not more than 5) of similar scope and size completed within the past 7 years. A verifiable record of completing projects on time and on budget. A record of providing services that fully met or exceeded the client’s expectations. The demonstrated experience and qualifications of the proposed team for our project and their record of working together as a team on all or a majority of the referenced projects. The project team is comprised of all the required disciplines to successfully complete the project.
- (B) Proposed work plan demonstrates a detailed and comprehensive understanding of the tasks reflected in the scope of services. The plan includes all the requisite resources and the proposed schedule meets the project required timeline for project completion. The plan accurately identifies all major challenges/opportunities.
- (C) Total fee for Services

**AWARD OF A CONTRACT**

After a review of proposals the selection committee will forward their recommendation for award to Town Council to include a final fee.

Award will be made to the most qualified firm after evaluation of all responses, to include a thorough review of their qualifications and completion of any negotiations/acceptance of their fee.

The right is reserved to reject any and all responses received; and, in all cases, the Town will be the sole judge as to whether the response has, or has not, satisfactorily met the requirements of this RFP.

**GOVERNING LAW**

The firm must comply with the laws of the State of South Carolina and the ordinances of the Town of Hilton Head Island, South Carolina.

**AFFIRMATIVE ACTION**

The firm shall take affirmative action in complying with all state and federal requirements concerning

fair employment, and the treatment of all employees, without regard to, or discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

## **INSURANCE**

The firm shall maintain, throughout the performance of its obligations, a policy of Worker's Compensation insurance with such limits as may be required by law.

## **INDEMNIFICATION**

The Town, its directors, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the completion of the project, provided that such liability is not attributable to negligence of the part of the Town.

## **SCOPE OF SERVICES**

The selected contractor shall perform a review and analysis of the Town's contract for police services to include the following tasks and deliverables:

Task #1. The evaluation shall include, primarily, a determination whether the basic law enforcement services reflected in Exhibits A/B are being performed according to the agreement and whether services are adequate compared to national norms and standards for communities of similar size and nature (tourism). The performance period of January 1, 2015 through December 31, 2015 should be used for this evaluation.

Task #2. Determine if response times for calls for service are consistent with those times experienced in the communities similar to ours. Determine if the clearance rate and timeframes for resolving outstanding cases is consistent with communities similar to ours. Assess the effectiveness of the current provision and level of service.

Task #3: After the completion of Tasks 1-2 conduct a "Gap Analysis" on current service levels that identifies areas of high performance and areas that present opportunities for improvement. Gaps or needs, if any, should be clearly identified and recommendations made as to program refinements, new strategies, or resource modifications that might be required to better achieve community safety objectives and fiscal responsibility.

Task #4: Final Report. The consultant will work with the Town Staff and representatives from the Sheriff's Office to refine recommendations and develop potential implementation strategies/changes and action items for the Town to consider regarding changes to the level of service provided by this contract. The Consultant will provide a presentation of their report/findings to either the full Council or a Committee designated by Council.

C09-2015

## AGREEMENT FOR POLICE SERVICES

**THIS AGREEMENT FOR POLICE SERVICES**, dated the 6th day of January, 2015, is made by and between the Town of Hilton Head Island (Town) and Beaufort County (County) and the Beaufort County Sheriff's Office (BCSO).

### WITNESSETH:

**WHEREAS**, the Town has heretofore maintained a level of professional police protection for the benefit of the citizenry thereof through a law enforcement services contract with Beaufort County and the Sheriff's Office, and

**WHEREAS**, the Town is desirous of maintaining a high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management; and

**WHEREAS**, BCSO has agreed to render to the Town a high level of professional police service, and the Town is desirous of contracting for such service upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

1.1 **DEFINED TERMS.** The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

1.1.1 **AGREEMENT.** "Agreement" shall mean this Agreement for Police Services between the Town, County and the BCSO.

1.1.2 **ANCILLARY SERVICES.** "Ancillary Services" shall mean those other services listed on the attached Schedule "2" under heading "Ancillary Services" that BCSO shall provide within the Town Boundaries during the Term.

1.1.3 **APPLICABLE LAWS.** "Applicable Laws" shall mean, with respect to any Person, all provisions of constitutions, statutes, rules, ordinances, regulations, charters, and orders of governmental bodies or regulatory agencies applicable to such Person, and all orders or decrees of all courts and arbitrators in proceedings or actions to which the Person in question is a party or by which it or any of its property may be bound.

- 1.1.4 **BASIC LAW ENFORCEMENT SERVICES.** “Basic Law Enforcement Services” shall mean the basic contract of law enforcement services to be provided by BCSO pursuant to this Agreement as more particularly described on the attached Schedule “1”.
- 1.1.5 **BCSO.** “BCSO” shall mean the duly elected and qualified Sheriff of Beaufort County, South Carolina and the staff of the Sheriff’s Office in its entirety.
- 1.1.6 **BCSO’S ADDRESS.** “BCSO’s address” shall mean Beaufort County Sheriff’s Office, 2001 Duke Street, Beaufort, South Carolina 29902.
- 1.1.7 **BEAUFORT COUNTY.** “County” shall mean Beaufort County, South Carolina, a municipal corporation organized and existing under the laws of the State of South Carolina and consisting of the geographical location with borders as prescribed by statute and including the municipalities of Beaufort, Port Royal, Bluffton and the Town of Hilton Head Island, South Carolina.
- 1.1.8 **COMMAND OFFICER.** “Command Officer” shall mean the Sheriff or his designee who will be deemed to be the officer responsible for the actions of the BCSO employees who provide the Services to the Town of Hilton Head Island.
- 1.1.9 **CONSIDERATION.** “Consideration” shall mean the quarterly payment and other amounts payable by the Town hereunder in consideration of the Services performed by BCSO.
- 1.1.10 **COUNTY’S ADDRESS.** “County’s Address” shall mean Beaufort County, 100 Ribaut Road, Beaufort, South Carolina 29902
- 1.1.11 **DEPUTY SHERIFF.** “Deputy Sheriff” shall mean any person certified by the South Carolina Criminal Justice Academy as a law enforcement officer and commissioned by the Sheriff of Beaufort County to enforce the law in Beaufort County.
- 1.1.12 **EFFECTIVE DATE.** “Effective Date” shall mean January 18, 2015.
- 1.1.13 **EQUIPMENT.** “Equipment” shall mean all equipment owned by the Town.
- 1.1.14 **MARINE/BEACH PATROL.** “Marine/Beach Patrol” shall mean the deployment of officers to repress and prevent criminal activities, investigate offenses, apprehend offenders, and furnish day to day law enforcement services to the waterways and beaches within the Town Boundaries as defined in Exhibit “A.” The BCSO shall provide and maintain a Marine/Beach Patrol Team consisting of at least two (2) designated uniformed deputy sheriffs. The Marine/Beach patrol shall patrol as deemed necessary to provide specialized enforcement on the beaches and waterways within the Town Boundaries.

- 1.1.15 **PATROL UNIT.** “Patrol Unit” shall mean one uniformed officer and all standard police support equipment.
- 1.1.16 **SHERIFF’S OFFICE ENFORCEMENT DIVISION/ SOUTHERN ENFORCEMENT BRANCH.** Shall mean all deputy sheriffs assigned to enforcement duties within the Town Boundaries.
- 1.1.17 **SHERIFF’S OFFICE JURISDICTION.** “Sheriff’s Office Jurisdiction” shall mean all land and waterways lying within the boundaries established by statute and known as the Town as specified in Municipal Code *Section 2-1-20 Corporate Boundaries* and in Exhibit “A.”
- 1.1.18 **SHERIFF’S PATROL.** “Sheriff’s Patrol” shall mean the deployment of deputy sheriffs to repress and prevent criminal activities, investigate offenses, apprehend offenders and furnish day to day law enforcement services within the Town Boundaries.
- 1.1.19 **SHERIFF’S SUBSTATION.** “Sheriff’s Substation” shall mean that facility referred to as the “Hilton Head Office” on Hilton Head Island, SC.
- 1.1.20 **TERM.** “Term” shall mean three (3) years commencing on the Effective Date and expiring on the Termination Date and any extensions thereto.
- 1.1.21 **TERMINATION DATE.** “Termination Date” shall mean January 31, 2018.
- 1.1.22 **TOWN.** “Town” shall mean the Town of Hilton Head Island, South Carolina, a municipal corporation organized and existing under the laws of the State of South Carolina and located within the boundaries of Beaufort County, South Carolina.
- 1.1.23 **TOWN ADDRESS.** “Town Address” shall mean 1 Town Center Court, Hilton Head Island, South Carolina 29928.
- 1.1.24 **TOWN BOUNDARIES.** “Town Boundaries” shall mean the area within the municipal corporate boundaries of the Town as specified in Municipal Code *Section 2-1-20 Corporate Boundaries* and in Exhibit “A.”
- 1.1.25 **TOWN MANAGER.** “Town Manager” shall mean the duly appointed Town Manager of the Town, who, on the effective date of this Agreement is Stephen G. Riley. In the absence of the Town Manager, the Assistant Town Manager or person acting in the capacity of the Town Manager shall have the same authority as that of the Town Manager.
- 1.1.26 **TRAFFIC UNIT.** “Traffic Unit” shall mean one uniformed deputy sheriff and all standard police support equipment assigned to a special team and shift to accomplish traffic patrol, auto accident investigation and traffic control.

- 1.1.27 **UNIFORMED OFFICER.** “Uniformed Officer” shall mean a uniformed deputy sheriff employed by BCSO.

## **ARTICLE II GENERAL AGREEMENT TERMS**

- 2.1 **INTERPRETATION.** Each definition in this Agreement shall, unless otherwise specified, include such agreement as modified, amended, restated or supplemented from time to time, and except where the context otherwise requires, reference to a party to this Agreement includes that party and its permitted successors and assigns. The captions or headings in this Agreement are for convenience only and in no way limit the scope or intent of any provision of this Agreement.
- 2.2 **ACCOUNTING TERMS.** All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.
- 2.3 **CROSS REFERENCES.** Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words “hereof”, “hereby”, “hereto”, “herein”, “hereunder” and the like refer to this Agreement in its entirety.
- 2.4 **CONTRACTOR RELATIONSHIP.** Town hereby retains County and the BCSO as an independent contractor to provide the Services within the Town Boundaries subject to the terms and conditions contained herein. In addition, County and the BCSO shall also provide the Ancillary Services for the benefit of the Town, subject to availability, when County and the BCSO deems same necessary or desirable. This is inclusive of Basic and Ancillary Services listed under Schedule “1” and “2”.
- 2.5 **NO PARTNERSHIP.** The relationship between the Town, County and the BCSO shall be solely as set forth herein. No party shall be deemed the employee, agent, partner or joint venture of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the Town nor County and the BCSO will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the Town, County and the BCSO shall remain their own employees, agents or representatives, and

shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The Town, County and the BCSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

### **ARTICLE III TERM & TRANSITION PERIOD**

- 3.1 **TERM.** This Agreement shall commence on the Effective Date and shall continue thereafter for the Term, unless otherwise extended or terminated as set forth herein. The Town shall have the option to extend the Term upon the same terms and conditions contained herein.
- 3.2 **TERMINATION OF CONTRACT.** Should the Town determine that it desires to provide police services through its own police force, the Town shall notify Beaufort County and the BCSO, within 10 days of formal Town Council Action.
- 3.3 **TRANSITION PERIOD.** A transition period of not more than eighteen months (18) shall commence upon the County's receipt of formal notification of termination of this Agreement, for any reason by the Town. The County and the BCSO shall be bound by the same terms and conditions set forth herein during the transition period, unless the Town hires a number of BCSO deputy sheriffs that would significantly impact the ability of the BCSO to meet the terms of this Agreement.

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF TOWN**

- 4.1 **REPRESENTATIONS AND WARRANTIES OF TOWN.** The Town represents, warrants and covenants to County and the BCSO as of the date hereof and throughout the Term of this Agreement that:
- 4.1.1 **EXISTENCE.** The Town is and will remain duly organized, validly existing and in good standing under the laws of the State of South Carolina, has and will retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the Town has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- 4.1.2 **BREACH.** Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which Town is a party or by which Town is bound, (b) result in the violation by the Town of any provision of any Applicable Law applicable to Town or to which Town may be subject, (c) violate or conflict with any charter or other document

governing the actions of Town, or (d) require Town to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The Town is not in default with respect to any order, judgement, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

4.2 **REPRESENTATIONS AND WARRANTIES OF COUNTY AND THE BCSO.** County and the BCSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement that:

4.2.1 **DULY ELECTED.** P.J. Tanner is the duly elected Sheriff of Beaufort County, South Carolina, has and will retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

4.2.2 **ENFORCEABLE.** This Agreement has been duly executed and delivered to County and the BCSO and constitutes the valid and legally binding obligation of County and the BCSO enforceable in accordance with its terms.

4.2.3 **BREACH.** Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material agreement or any license, permit or other governmental authorization to which County and the BCSO is a party or by which County and the BCSO is bound, (b) result in the violation by the County and the BCSO of any provision of any Applicable Law applicable to the County and the BCSO or to which County and the BCSO may be subject, (c) violate or conflict with any charter or other document governing the actions of County and the BCSO, or (d) require County and the BCSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. County and the BCSO is not in default with respect to any order, judgement, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

## ARTICLE V STAFFING AND LEVELS OF SERVICE

5.1 **STAFFING.** Commencing on the Effective Date, BCSO shall schedule, provide and employ the personnel necessary to provide the services within the Town Boundaries in accordance with the articles of this Agreement and outlined in the Description of Services and Ancillary Services attached hereto as Schedule "1"

and "2". BCSO shall have the sole responsibility and control over setting Policy, Procedures and Standards and, provided BCSO complies with the Basic Service requirements set forth in Article V of this Agreement, all other matters related to performing the Services and Ancillary deployment within the Town Boundaries of BCSO deputy sheriffs.

- 5.2 **SOUTHERN ENFORCEMENT BRANCH ASSIGNMENT CHANGES.** The BCSO shall maintain duty assignments in accordance with existing command and control structure of the Sheriff's Office, as well as established policies and procedures.
- 5.3 **DISTRICT COVERAGE.** Two (2) geographical divisions are currently established as Patrol Areas on Hilton Head Island known as 5A and 5B. These two areas shall be maintained in accordance with established procedures of the BCSO.
- 5.4 **NO EMPLOYMENT RESPONSIBILITY.** All BCSO employees shall not be considered employees of the Town for purposes of pension benefits, insurance benefits, compensation and/or any status or right. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workmen's compensation, vacation or compensatory time, sick leave benefits or any other amenities of employment to any BCSO employee whatsoever arising out of BCSO's employment of such Deputy Sheriffs and such Deputy Sheriff's performance of the services.
- 5.5 **ASSIGNMENT OF POLICE POWERS.** As sworn, certified, commissioned deputy sheriffs, each deputy sheriff assigned to duties within the Town Boundaries shall be vested with the authority by the Town to enforce such municipal ordinances as may be necessary in the performance of their duties under the Terms of this Agreement.

**ARTICLE VI**  
**SOUTHERN ENFORCEMENT BRANCH COMMAND**

- 6.1 **COMMAND OFFICER.** At all times during the Term, BCSO shall employ a Command Officer to exercise authority over the Southern Enforcement Branch of the Enforcement Division. The Command Officer shall meet and confer with the Town Manager or his designee as needed, for the purpose of maintaining the viability and vitality of this Agreement.
- 6.2 **LOCATION OF COMMAND OFFICER.** The Command Officer of the Southern Enforcement Branch shall maintain his or her principal office at the Sheriff's Substation located on Hilton Head Island, South Carolina.

**ARTICLE VII  
DISPATCHING SERVICES**

- 7.1 **RADIO PROCEDURES.** All radio traffic generated by BCSO personnel shall take place on “channels” and “talk groups” as prescribed in existing BCSO standardized Policies and Procedures.
- 7.2 **EMERGENCY RESPONSE GRID SYSTEM.** The Grid system established by the Beaufort County Communications Center shall be utilized for all reporting and call tracking conducted by the BCSO.
- 7.3 **DISPATCHING SERVICES.** All calls for Sheriff’s emergency services placed to Hilton Head Island Communications Center will be transferred to Beaufort County Communications Center using a “One Button” transfer system. All calls for service for Hilton Head Island for other than Sheriff’s services placed to Beaufort County Communications Center will be transferred to Hilton Head Island Communications Center using a “One Button” transfer system. The Beaufort County Communications Center will serve as a back-up for the Hilton Head Island Communications Center 24 hours a day and seven days a week. The Hilton Head Island Communications Center will serve as a back-up for the Beaufort County Communications Center 24 hours a day and seven days a week. To insure that each Communications Center has the resources necessary to perform the back-up function for the other center, the following types of information will be shared between the centers: (1) geographic and address data relative to the territory being backed-up; (2) operational procedures which have been mutually agreed to by the management of each center relative to providing the back-up function; and (3) sharing of planning information so that each center may properly equip itself to perform the back-up function.

**ARTICLE VIII  
MUNICIPAL COURT**

- 8.1 **DEPUTY APPEARANCE AT COURT.** All deputy sheriffs appearing in Municipal Court shall adhere to Uniform Standards as set forth in the BCSO Policies and Procedures Manual. All deputy sheriffs shall make every reasonable effort to notify the Court in the event of their delay, absence or request for continuance of a pending case.
- 8.2 **OFFENSES TO BE HEARD IN MUNICIPAL COURT.** All municipal level, traffic, and boating related offenses occurring within the Town Boundaries of Hilton Head Island shall be scheduled before the Municipal Court by Deputy Sheriffs assigned to the Southern Enforcement Branch; except where there is a conflict of interest, in which case, the matter shall be assigned to the Magistrate’s Court.

**ARTICLE IX  
CONSIDERATION**

- 9.1 **CONSIDERATION.** In consideration of the services provided hereunder, the Town agrees to pay BCSO the Consideration in equal quarterly installments commencing at the end of the first full quarter after the Effective Date of this agreement. Should the term commence or end on other than the first or last day respectively of a calendar quarter, the quarterly installment due for said quarter shall be prorated accordingly. BCSO shall provide the Town with written documentation to support any percentage rate increase or other change impacting the Consideration amount. The increase shall be calculated on the total consideration paid in the prior year. BCSO and Town agree and understand that BCSO shall make every reasonable effort to limit the annual increase in the Consideration, and shall consider an increase only when other alternatives are insufficient to meet the needs of the Town and BCSO under the terms and conditions of this agreement.
- 9.2 **SERVICE CREDITS.** The above stated Consideration for services to be provided is agreed to based on BCSO providing the services at the levels stated within this agreement. The Town shall be entitled to a credit for each level of service not attained for that quarter and shall be deducted from the Consideration payment. Any level not attained or maintained for a period of three (3) consecutive months shall constitute a breach of this agreement. Said credit shall be calculated using the actual cost of providing that annual level of service divided by 12, times the percent of service not provided then times the number of months the service was not provided.
- 9.3 **ANNUAL REVIEW.** On an annual basis, the Town and BCSO will review current service levels and proposed service level alterations. The proposed Consideration shall be determined after the completion of the Annual Review that will occur simultaneous to the Annual Proposed Budget Process.
- 9.4 **SERVICES RENDERED STATEMENT.** The BCSO shall provide to the Town, on a quarterly basis, a bill for services budgeted for annually. A monthly report (Exhibit "C") for each month in the quarter shall be provided to support the billing detailing the percentage of time spent by each position identified in the contract for services rendered. Positions are billed based on the entry level salary for each classification.

**ARTICLE X  
REPORTS**

- 10.1 BCSO shall deliver reports as outlined in Exhibit "B" according to schedule contained therein.

**ARTICLE XI  
GRANTS AND FUNDS**

- 11.1 **GRANT FUNDS AND MISCELLANEOUS REVENUES.** The BCSO shall seek grant funding as deemed appropriate under direction from the Sheriff. The BCSO shall retain all funds and equipment gained through grant awards as established in existing BCSO policies.

**ARTICLE XII  
INSURANCE**

- 12.1 **BCSO OBLIGATIONS.** BCSO shall maintain general liability and tort insurance policies in the amounts as established by state statute and county policy. BCSO shall maintain these insurance policies throughout the Term. BCSO shall provide the Town with copies of the insurance policies required hereunder and all renewals thereof. The Costs of these insurance policies shall be the sole obligation of the County and the BCSO.

**ARTICLE XIII  
DEFAULT**

- 13.1 **DEFAULTS.** The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party").
- 13.2 **PAYMENT.** Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, insurance or any other obligations, within thirty (30) days after such is due hereunder; or
- 13.3 **PERFORMANCE OF SERVICES.** Failure of BCSO to perform the Services as required herein at any time during the Term; or
- 13.4 **OTHER PERFORMANCE.** Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Services) or to cure any misrepresentation or breach of any representation or warranty herein thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach; or
- 13.5 **DEFAULT.** Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- 13.6 **REMEDIES.** Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies

otherwise set forth in this Agreement, elect any one or more of the following remedies:

- 13.6.1 Terminate and cancel this Agreement; or
  - 13.6.2 Withhold payment or performance under this Agreement until such time as such Default is cured; or
  - 13.6.3 Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof; or
  - 13.6.4 Seek specific performance of any covenant or obligation of the Defaulting party hereunder; or
  - 13.6.5 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of South Carolina
- 13.7 **SEPARABILITY.** Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative and the exercise of any such right or remedy by the Non-Defaulting party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.
- 13.8 **WAIVER.** No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder.
- 13.9 **FORCE MAJEURE.** If the performance of any covenant, agreement, obligation or undertaking (exclusive of payment or monetary obligations of either party hereunder) required hereunder is delayed, hindered or prevented by reason of strikes, lock-outs, labor troubles, wars, civil commotion's, Acts of God, governmental restrictions or regulations or interference's, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall be excused and extended and shall not be a Default for the period of such delay, hindrance or prevention.

- 13.10 **ATTORNEY'S FEES.** In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to seek payment for all costs and attorney's fees (both trial and appellate) incurred in connection therewith.
- 13.11 **COUNTY AND BCSO ACKNOWLEDGMENT.** County and the BCSO do hereby acknowledge that the Town is entering into this Agreement in reliance upon County's and the BCSO's obligations herein imposed for the Term. Accordingly, County and the BCSO agree that it shall have the right to terminate this Agreement only as permitted in this Section.

#### **ARTICLE XIV INDEMNIFICATION**

- 14.1 The County and the BCSO shall assume liability for, defend against, and secure the Town from all costs or damages for injury to persons or property caused by the negligence or intentional misconduct of the Sheriff's personnel in providing or failing to provide general law enforcement services, as outlined in this Agreement, to the Town provided the liability is not the result of Town policy.

#### **ARTICLE XV MISCELLANEOUS**

- 15.1 **NOTICE.** All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by telex or telecopy on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Section with customary confirmation of receipt of such telex or telecopy received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses: If to Town, to it at Town's address; if to BCSO, at BCSO's address and to the County at its address. Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties.
- 15.2 **NON-ASSIGNABILITY.** Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

Suzanne Coch  
WITNESS

BEAUFORT COUNTY  
By: Gary Kubic  
Gary Kubic, Beaufort County  
Administrator

Suzanne Coch  
WITNESS

BEAUFORT COUNTY SHERIFF'S  
OFFICE  
By: P. J. Tanner  
P. J. Tanner, Beaufort County  
Sheriff

R. C. Hubbard  
WITNESS

TOWN OF HILTON HEAD ISLAND  
By: Stephen G. Riley  
Stephen G. Riley, ICMA-CM,  
Town Manager

## AGREEMENT FOR POLICE SERVICES

### EXHIBIT "A"

Municipal boundaries:

The municipal corporate boundaries of the Town of Hilton Head Island, SC are specified in Municipal Code Section 2-1-20. Corporate boundaries

#### **Statutory Provisions:**

Section 5-7-140. Extension of police jurisdiction and authority of municipalities bordering on high tide line or high water mark of navigable body of water.

- (A) The corporate limits of any municipality bordering on the high-tide line of the Atlantic Ocean are extended to include all that area lying between the high-tide line and one mile seaward of the high-tide line. These areas are subject to all the ordinances and regulations that may be applicable to the areas lying within the corporate limits of the municipality, and the municipal ordinances where the misdemeanor occurred in the area defined in this section.
- (B) The corporate limits of any municipality bordering on the high-water mark of a navigable body of water, other than the Atlantic Ocean, are extended to include all that area lying between the high-water mark and the low-water mark. These areas are subject to all of the ordinances and regulations that may be applicable to the areas lying within the corporate limits of the municipality, and the municipal courts have jurisdiction to punish individuals violating the provisions of the municipal ordinances where the misdemeanor occurred in the areas defined in this section.

Section 5-7-150 Coastal municipalities' criminal jurisdiction over piers and other structures and waters of the ocean.

Every coastal municipality has criminal jurisdiction over piers and other structures and the waters of the ocean, a sound, or an inlet within one mile of those portions of the strand within the corporate limits. The corporate limits of the municipality are extended in a straight line from the strand into the ocean, inlet, or sound from the point where the corporate limits of the municipality reach the high-water mark of the strand. If an extension overlaps with the criminal jurisdiction of another political subdivision, the jurisdiction of each political subdivision extends to the equidistant point from the high-water mark of each strand.

## AGREEMENT FOR POLICE SERVICES

### Exhibit "B"

#### Reports

##### Crime Statistics (Due Annually)

SLED "Crime in South Carolina" annual report

FBI "National Trends" annual report

##### Victims/Witness Advocacy Program (Due Annually)

Number of victims served

##### Police Patrol (Due Annually)

Calls for Police Patrol Services

Calls for Service per Patrol Unit

Average Response Time in Minutes from Dispatch to Scene (Citizen Generated)

Dispatched Calls

##### Criminal Investigation (Due Annually)

Number of Cases Assigned per Investigator

Number of Cases Cleared per Investigator

##### Quarterly Report

Crimes Against Persons

Crimes Against Property

Vehicle Collisions

Offense Clearances

Drug Violations

Tickets Written for Municipal Court

Additional Offenses

UCR Reports

**AGREEMENT FOR POLICE SERVICES**

**EXHIBIT "C"**

**AREA ASSIGNMENT FORM**

## AGREEMENT FOR POLICE SERVICES

### SCHEDULE "1"

#### BASIC LAW ENFORCEMENT SERVICES

1. **SHERIFFS PATROL.** The BCSO shall provide a minimum of four (4) staffed patrol units on duty 24 hours a day, seven days a week to provide basic sheriffs patrol within the Town Boundaries.
2. **PATROL UNIT SUPERVISOR.** In addition to the minimum staffing requirements above, staffing shall consist of not less than one (1) "Patrol Unit Supervisor" on duty at all times, responsible for basic law enforcement patrol activities within the Town boundaries 24 hours per day, seven days a week.
3. **MARINE/BEACH PATROL.** The BCSO shall provide and maintain a Marine/Beach Patrol Team consisting of at least two (2) designated uniformed deputy sheriffs. The Marine/Beach patrol shall patrol as deemed necessary to provide specialized enforcement on the beaches and waterways within the Town Boundaries.
4. **EVIDENCE TECHNICIAN.** The BCSO shall provide one deputy sheriff whom is tasked primarily with the collection, cataloging, custody and preservation of evidence collected at crime scenes within the Town Boundaries.
5. **CRIMINAL INVESTIGATORS.** The BCSO shall provide three (3) deputy sheriffs assigned to investigate major criminal incidents occurring within the Town Boundaries.
6. **DRUG INVESTIGATORS.** The BCSO shall provide two (2) deputy sheriffs assigned to enforce narcotics laws within the Town Boundaries.
7. **CLERK.** The BCSO shall provide three (3) clerks assigned to the Sheriff's Substation on Hilton Head Island for the purpose of performing administrative duties such as correspondence and record keeping.
8. **VICTIM'S ADVOCATE.** The BCSO shall provide one deputy sheriff who is assigned as the Victim's Advocate to work with victims of crimes occurring within the Town Boundaries in compliance with state statutes.
9. **COMMAND OFFICER.** At all times during the Term, BCSO shall employ a Command Officer to exercise authority over the Southern Enforcement Branch of the Enforcement Division. The Command Officer shall meet and confer with the Town Manager or his designee as needed, for the purpose of maintaining the viability and vitality of this Agreement.

## AGREEMENT FOR POLICE SERVICES

### SCHEDULE "2"

#### DESCRIPTION OF ANCILLARY SERVICES

As indicated under definition 1.1.2 *Ancillary Services* any and all auxiliary and support services to include:

- Lab services
- K-9 support
- Special Response Team (SWAT)
- Crisis Negotiations
- Animal Control
- Airport Security
- School Resource Officer
- Civil Service
- Warrant Service
- Records Management
- Command
- Bomb Team
- ICE Enforcement
- DNA Lab
- Sex Offender Registry
- AFIS System

And other support services as currently provided to the Town of Hilton Head Island.

**EXHIBIT B**

**SCHEDULE UPDATED 4-5-16**

**AGREEMENT FOR POLICE SERVICES**

**SCHEDULE "1"**

**BASIC LAW ENFORCEMENT SERVICES**

1. **SHERIFFS PATROL.** The BCSO shall provide four patrol shifts of which two shifts will be staffed by four patrol units and two shifts shall be staffed with five patrol units for a total of 18 personnel. A minimum of four patrol units will be on duty for any given shift. Coverage will be provided 24 hours per day, seven days per week within the Town Boundaries.
2. **PATROL UNIT SUPERVISOR.** In addition to the minimum staffing requirements above, staffing shall consist of not less than one (1) "Patrol Unit Supervisor" on duty at all times, responsible for basic law enforcement patrol activities within the Town boundaries 24 hours a day, seven days per week.
3. **MARINE/BEACH PATROL.** The BCSO shall provide and maintain a Marine/Beach Patrol Team consisting of at least two (2) designated uniformed deputy sheriffs. The Marine/Beach Patrol shall patrol as the Sheriff deems necessary to provide specialized enforcement on the beaches and waterways within Town boundaries.
4. **EVIDENCE TECHNICIAN.** The BCSO shall provide one (1) deputy sheriff whom is tasked primarily with the collection, cataloging, custody and preservation of evidence collected at crime scenes within Town boundaries.
5. **CRIMINAL INVESTIGATORS.** The BCSO shall provide four (4) deputy sheriffs assigned to investigate major criminal incidents occurring within the Town boundaries.
6. **DRUG INVESTIGATORS.** The BCSO shall provide two (2) deputy sheriffs assigned to enforce narcotics laws with the Town boundaries.
7. **CLERK.** The BCSO shall provide three (3) clerks assigned to the Sheriff's Substation on Hilton Head Island for the purpose of performing administrative duties such as correspondence and record keeping.
8. **VICTIM'S ADVOCATE.** The BCSO shall provide one (1) deputy sheriff who is assigned as the Victim's Advocate to work with victims of crimes occurring within the Town boundaries in compliance with state statutes.
9. **COMMAND OFFICER.** At all times during the Term, BCSO shall employ a Command Officer to exercise authority over the Southern Enforcement Branch of the Enforcement Division. The Command Officer shall meet and confer with the Town Manager or his designee as needed, for the purpose of maintaining the viability and vitality of this Agreement.
10. **SPECIAL ENFORCEMENT UNIT (SEU).** The BCSO shall provide four (4) deputy sheriffs for this special unit. The SEU shall patrol as the Sheriff deems necessary to provide specialized enforcement.

## **EXHIBIT C**

**SCHEDULED UPDATED 4-5-16**

### **ANCILLARY/COUNTY WIDE POLICE SERVICES**

1. Office of Professional Responsibility (Internal Affairs)
2. Polygraph Services
3. Computer/Digital Crime Section
4. Hazmat Response
5. Dispatch Services
6. Traffic Management
7. National Crime Information Service (NCIC)
8. Alcoholic Beverage Control Enforcement (ABC Team)
9. Environmental Crime Unit
10. Dive Team
11. Crime Prevention
12. Cadaver Dog
13. Crime Scene Unit
14. Quartermaster/Supply Section
15. Armorer
16. Public Information Officer (PIO)
17. Freedom of Information Officer (FOIA)
18. Intelligence/Analysis Section
19. Information Technology Section
20. Radio Communications, Maintenance & Programming Service
21. Law Enforcement Accreditation (CALEA)
22. Citizens Police Academy
23. Weapons/Firearms Training
24. Auditor's Liaison
25. Project Lifesaver
26. Jail-Beaufort County Detention Facility
27. Lab Services
28. K-9 Support
29. Special Response Team (SWAT)
30. Crisis Negotiations
31. Animal Control
32. Airport Security
33. School Resource Officer
34. Civil Service
35. Warrant Service
36. Records Management

37. Command
38. Bomb Team
39. ICE Enforcement
40. DNA Lab
41. Sex Offender Registry
42. AFIS System