



CHATHAM COUNTY POLICE DEPARTMENT

STANDARD OPERATING PROCEDURES

SOP ADM-005

EFFECTIVE DATE: 10/20/21

JURISDICTION AND INTER-AGENCY RELATIONS

PURPOSE:

The purpose of this Standard Operating Procedures is to identify the jurisdictional responsibilities of the Chatham County Police Department (CCPD) and to establish guidelines for the coordination of efforts between the CCPD and other agencies.

POLICY:

All sworn personnel of the CCPD will exercise the duties of law enforcement Officers within the unincorporated limits of Chatham County as defined, and to the extent provided, by the laws of the State of Georgia, the ordinances of Chatham County, as well as the Standard Operating Procedures of the CCPD.

PROCEDURE:

I. GEOGRAPHICAL BOUNDARIES

- A. The CCPD has primary police jurisdiction within the unincorporated areas Chatham County. The City of Savannah is the county seat of Chatham County which is generally bounded:
 - 1. Northward by the South Carolina State line and Effingham County.
 - 2. Southward by the Bear River, the Ogeechee River, and the Atlantic Ocean.
 - 3. Westward by Bryan County and Effingham County.
 - 4. Eastward by the Atlantic Ocean.
 - 5. Each of the precincts will maintain maps detailing its geographical boundaries.

II. RESPONSIBILITIES

- A. CCPD will exercise *primary* police jurisdiction in the unincorporated areas of Chatham County, with certain exceptions.
 - 1. The CCPD will not exercise primary police jurisdiction on property of the United States federal government to include, but not be limited to, federal buildings and military installations.
 - 2. The CCPD will not exercise primary police jurisdiction in the Chatham County Courthouse, the Chatham County Juvenile Court or the Chatham County Sheriff's Complex, which includes the Chatham County Detention Center (Jail).
- B. The CCPD will exercise *functional* police jurisdiction throughout all of Chatham County, always standing ready to assist other agencies.

C. The CCPD will employ *concurrent* police jurisdiction:

1. In the incorporated municipalities of Bloomingdale, Garden City, Pooler, Port Wentworth, Thunderbolt, and Tybee Island, the CCPD will yield primary jurisdiction to municipalities inside their city limits and will stand ready to offer assistance.
2. At the Savannah-Hilton Head International Airport, where the Airport Police are charged with the responsibility of the terminal areas (by agreement, the Savannah Police Department will handle the investigation of all felony crimes that occur within the jurisdiction of the Airport).
3. On Savannah-Chatham Board of Education (SCBOE) properties. The CCPD will exercise concurrent jurisdiction on BOE properties, with the SCBOE Police having primary jurisdiction. CCPD will handle all traffic accidents on BOE property, which are located in the unincorporated areas of Chatham County.
4. At the Georgia Ports, where the Georgia Port Authority Police are charged with the responsibility of the state-owned Georgia seaport areas.
5. At Georgia Southern University, Armstrong Campus, where the GSU Campus Police are charged with the responsibility of the GSU Campus areas.
6. At Savannah State University (SSU), where the SSU Campus Police are charged with the responsibility of the SSU Campus areas.
7. At Savannah Technical College, where the Campus Police are charged with the responsibility of facilities located at 5711 White Bluff Road and on the 190 Crossroads Parkway only.
8. At all other State of Georgia facilities, such as the Regional Youth Detention Facility, Coastal State Prison, etc. where the Georgia Bureau of Investigation are charged with the responsibility of State of Georgia facilities areas.

D. The Savannah Police Department will exercise primary police jurisdiction within the limits of the Town of Vernonburg in accordance with a contract with the City of Savannah for police protection services provided by the Savannah Police Department.

III. POLICE ACTIONS IN OTHER JURISDICTIONS IN CHATHAM COUNTY

- A. CCPD Officers who plan to take legal and authorized police actions (i.e. execute a search warrant, serve an arrest warrant, conduct a Fourth Amendment waiver search, etc.) in another jurisdiction in Chatham County, except for traffic enforcement, shall first notify the affected jurisdiction's law enforcement agency and advise of the intended action.
- B. A CCPD supervisor at the rank of sergeant or above shall accompany all CCPD officers while in another jurisdiction for any planned police action.
- C. Should a separate incident arise out of the police action (i.e. disorderly conduct), the Officer(s) representing the agency with primary jurisdiction shall handle the incident. The CCPD Officer initiating the police action is required to submit a supplemental report utilizing the primary agency's report forms and case report number upon request.
- D. If an officer from the primary jurisdiction is unavailable to handle an incident, the CCPD officer who initiated the police action shall be responsible for handling the incident to include writing the incident report.

1. All reporting should be made using the primary agency's report forms and case report number.
 2. All warrants and court proceedings shall be handled in the Court of the jurisdiction where the incident occurred.
- E. Occasional traffic enforcement in other jurisdictions in Chatham County shall be processed through the court of the jurisdiction where the incident occurred utilizing the forms for that jurisdiction's law enforcement agency.

IV. POLICE ACTIONS IN OTHER JURISDICTIONS OUTSIDE OF CHATHAM COUNTY

- A. CCPD Officers shall not take police action in other jurisdictions outside of Chatham County, unless the primary law enforcement agency of the jurisdiction is present during the police action or another agency such as the GBI, FBI, DEA, or other authorized agency is present and is the lead law enforcement agency for the police action.
- B. A CCPD supervisor at the rank of sergeant or above shall accompany all CCPD Officers while in another jurisdiction for police action.
- C. Should a separate incident arise out of the police action (i.e. disorderly conduct), the Officer(s) representing the agency with primary jurisdiction shall handle the incident.
- D. Traffic enforcement in jurisdictions outside of Chatham County by CCPD Officers is forbidden.

V. MUTUAL AID

- A. Scope
 1. The Georgia Mutual Aid Act (Georgia Code § 36-69-1 through § 36-69-10) governs mutual aid in Georgia.
 2. The Georgia Mutual Aid Act may be invoked by the CCPD during any emergency situation where there is an immediate threat to life or property, and the requesting agency has determined that it does not have sufficient resources to meet that threat in an adequate manner.
 3. Under the Georgia Mutual Aid Act, the CCPD is committed to providing assistance to the extent that it does not endanger essential Department operations and may withdraw loaned personnel or equipment where circumstances require redeployment in areas of exclusive jurisdiction.
- B. Mutual Aid Provision
 1. During emergency situations within Chatham County, a patrol supervisor is authorized to provide assistance when requested by other Chatham County agencies upon the availability of personnel and equipment.
 2. During emergency situations outside of Chatham County, only a division commander or above may approve requests for the use of agency personnel and/or equipment in jurisdictions outside Chatham County. This requirement does not pertain to the normal exchange of information or assistance in conjunction with official law enforcement business or for requests in response to inter-jurisdictional pursuit operations.
 3. During non-emergency situations, all requests for the use of personnel and/or equipment shall be forwarded to the appropriate division commander for review.

C. Mutual Aid Requests

1. During emergency situations, a patrol supervisor is authorized to request assistance from the appropriate agency(s) within Chatham County. Requests for assistance from agencies outside Chatham County will be made by the precinct or watch commander.
2. During non-emergency situations, all requests for assistance from Chatham County agencies will be made by the appropriate division commander or designated representative in their absence.

D. Federal and State Law Enforcement Mutual Aid

1. When a state of emergency exists, the Georgia National Guard may be requested through the Chatham County Emergency Management Agency (CEMA). CEMA will forward the request through the Georgia Emergency Management Agency (GEMA), and GEMA will forward the request to the Governor's office.
2. Requests for Emergency Military Assistance will be generated from the Chief of Police and in accordance with procedures established by GEMA Director found in the CEMA Manual.
3. The CCPD may request emergency assistance from a federal law enforcement agency where a federal crime is involved, or when the emergency site is an area in which the federal and requesting agencies share concurrent jurisdiction.

VI. COOPERATION WITH OTHER AGENCIES

- A. The CCPD will cooperate and work closely with other public service providers in providing law enforcement and public safety to our community. Either through liaisons or mutual aid, members of the CCPD will display an atmosphere of helping and seeking help when needed.
- B. The following are guidelines for the coordination of efforts between Chatham County Police Department (CCPD) and other agencies.

1. Traffic Engineering

a. *Complaints and Suggestions*

- (1) The Patrol Division will maintain a liaison with and coordinate activities with the Chatham County Traffic Engineer on a continual basis.
- (2) When a citizen reports a complaint involving a traffic engineering problem, the receiving officer will ensure the information is forwarded to the appropriate traffic engineering department.
- (3) An Officer may be sent to the scene of the problem to determine if the complaint is justified. If the complaint is founded, a call will be made to the proper department with time, date, location, and receiver of the complaint logged.
- (4) Traffic engineering problems which require immediate attention, such as defective traffic signals, will be logged by date and time by the communications officer, and immediately referred to the traffic engineer for action.
- (5) Police officers will be responsible for notifying a traffic engineer of any traffic related hazard to include non-functioning traffic control

devices or situations that they encounter which are potentially dangerous to the general public.

b. *Studies and Surveys*

- (1) The Division, Precinct or Unit Commander will request the assistance of a Traffic Engineer when a survey or a study of a particular problem is needed.

2. Court Liaison

- a. The CCPD will maintain a Court Liaison Program.

b. The Court Liaison Supervisor shall:

- (1) Work closely with the Courts and Judicial staff to facilitate the expeditious movement of cases.
- (2) Be a point of contact for the Courts for Officers who are absent from Court.
- (3) Report to the Office of Professional Standards within twenty-four hours any officer who fails to appear in court.
- (4) Ensure that Officers who are in Court present a professional image in both appearance and testimony and report any violations to the officer's commanding officer.

3. Chatham Emergency Management Agency (CEMA)

- a. The CCPD Support Services Division Commander will maintain a list of liaisons to CEMA who will coordinate the Department's response to emergency situations with CEMA.
- b. During a state of Emergency the CEMA Liaisons will be assigned to appropriate shifts at the CEMA command POST.

4. Federal Law Enforcement Agencies

- a. The CCPD will maintain a relationship with Federal Law Enforcement Agencies for the purpose of combating criminal activity and sharing information.
- b. As needed, CCPD may supply a person to work as a Liaison with the Federal Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) and the Federal Drug Enforcement Administration (DEA) and the United States Marshal Service.

VII. CONTRACTUAL AGREEMENTS

- A. It is not the practice of the CCPD to enter into contractual agreements for law enforcement services. In compliance with the Georgia Mutual Aid Act, the CCPD stands ready and willing to provide emergency law enforcement services to any public safety agency requesting assistance. In the event circumstances of a non-emergency nature present a need for the provision of law enforcement services by the CCPD, a contractual agreement will be required and entered into as specified in this Standard Operating Procedure.
- B. Contractual agreements have the approval of the Chief of Police and the County Manager.
1. In the event that such a contract is considered, any contractual law enforcement

service will be based on an assessment of the recipient's needs. This evaluation may be in a report format or as simple as a verbal request. The final recommendation to the County Manager rests with the Chief of Police.

2. It is not the intent of the CCPD to enter into numerous service agreements. If the Department does enter into a contract, an agreement will be governed by the following requirements.
 - a. Statements of specific services to be provided.
 - b. Specific language dealing with finances.
 - c. Specific records to be maintained.
 - d. Specific language regarding duration, modification, or termination of agreement.
 - e. Specific language regarding legal contingencies.
 - f. Stipulation as to management and control of personnel.
 - g. Specific arrangements for the use of equipment and facilities.
 - h. Procedures for review and revision, if needed, of the agreements.
3. The Chief of Police will review each completed agreement to verify that services agreed to were provided.
 - a. A description of the services to be provided will be listed.
 - (1) The description should identify the nature and extent of the services.
 - (2) When planning for the services, consideration shall be given for equipment, facilities, activities, ordinance enforcement, and scheduling.
 - (3) All costs will be listed. In most cases, the costs will generally be wages only. Salaries agreed upon will be based on the hourly wage of the employee(s) involved plus fringe benefits. The burden of the costs will be stipulated in the agreement. Any other anticipated costs will be listed. Generally, there will not be other costs due to the limited nature of agreements anticipated.
4. If the CCPD does enter into a County approved contractual agreement, the appropriate records will be maintained in the Office of the Chief of Police.
 - a. Within the agreement there will be specific language addressing the duration, modification, and termination of contract. Duration and termination of the contract are to be found in the agreement.
 - b. Modification and/or agreement legal contingencies should be described in the contract.
5. The CCPD will maintain complete control of its personnel and equipment. While working as the result of a contract, Officers are under the employment, control, and direction of the CCPD. Any legal contingencies included while under a contract will be CCPD and handled as normal responsibilities of the CCPD.
6. While performing contractual police services, Officers will be working as employees of the CCPD.

- a. They will be under the direct supervision of the on-duty Watch Commander in the absence of a Supervisor assigned to the contractual services detail.
 - b. Any specific arrangements for the use of equipment and facilities will be listed in the contract.
 - c. The County Attorney will review each proposed agreement to verify that services agreed to were provided, forwarding recommendations to the Chief of Police.
- C. Employment rights of personnel assigned under the contract for law enforcement services will be the same as those rights retained in their regular duties and assignments.

VIII. E-911 COMMUNICATIONS

- A. The CCPD will enter into a Memorandum of Understanding for Communications Services and receive full-time E911 Public Service Answering Point (PSAP) services and 911 dispatching services.
- B. While performing communications services, communications personnel will be working as employees of Chatham County.

BY ORDER OF:

Electronically Signed in PowerDMS on 10/20/2021

Jeffrey M. Hadley
Chief of Police