

Motion M2021-009 to authorize the City Manager to enter into a Mutual Aid Agreement with the Horry County Police Department and the City of Myrtle Beach Police Department.

This 10-year MOU with Horry County authorizes law enforcement agencies (MBPD and Horry County Police) to enter into a mutual aid agreement for the proper and prudent exercise of public safety functions across jurisdictional lines.

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)
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MUTUAL AID AGREEMENT

This Agreement is made and entered into by and between Horry County/Horry County Police Department and Myrtle Beach City/Myrtle Beach City Police Department, and shall be effective on the date that the Agreement has been signed by both parties and approved by their respective governing bodies, as shown below.

WHEREAS, the , the "Law Enforcement Assistance and Support Act" (sections 23-20-10 through 23-20-60 of the Code of Laws of South Carolina (1976, as amended)), authorizes law enforcement agencies to enter into mutual aid agreements with other law enforcement agencies/providers as may be necessary for the proper and prudent exercise of public safety functions across jurisdictional lines. The Act specifies contractual provisions and approvals that are required for such agreements. The officers of a law enforcement provider under such an agreement have the same legal rights, powers and the duties to enforce the laws of South Carolina as the law enforcement agency requesting the services; and

WHEREAS, the parties hereto desire to enter into such an agreement to promote public safety, maintain the public peace and welfare, and secure to each other the benefits of mutual aid, and evidence herewith their joint undertaking to share jurisdiction and for the provision of mutual assistance in law enforcement matters by the temporary assignment of law enforcement officers between jurisdiction to the fullest extent allowable by law, defining herein the scope of such mutual aid and the responsibilities of the parties herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

Services to be Provided. The assistance to be rendered pursuant to this Agreement shall involve the temporary transfer or assignment of law enforcement officers and/or equipment from each party's jurisdiction to the support and aid the other party , upon request, as may be necessary to provide law enforcement services in cooperation with the requesting party, having the same legal rights, powers and duties to enforce the laws of South Carolina as the requesting party. Law enforcement services may include, without limitation, multijurisdictional task forces, criminal investigations, pursuit and arrest of criminal suspects, location of missing persons, patrol services, crowd and/or civil disorder control, traffic control and safety, and emergency or disaster response.

Compensation and Reimbursement. Each party shall bear its own costs incurred in the performance of its obligations hereunder. The temporary transfer or assignment of law enforcement officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension or retirement rights of such transferred or assigned officers, and such officers shall continue to be paid by the agency by whom they are permanently employed.

The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of

increased investigation and prevention of narcotics and related offenses in the parties' respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this Agreement.

Records. The requesting law enforcement agency shall be primarily responsible to maintain records relating to the incident for which assistance has been requested. However, each law enforcement agency shall maintain records of activities of its personnel that would generate records in its own jurisdiction including, but not limited to, incident reports, records of application or execution of an arrest or search warrant, incident reports for arrests made by personnel, uniform traffic tickets issued, handling of evidence, and use of force forms. Each party shall make these records available to the other party upon request and without cost.

Duration, Modification, and Termination. This Agreement will continue in effect for a period of ten (10) years from the date of effectiveness. This Agreement shall not be modified, amended or changed in any manner except upon the express written consent of the parties hereto. This Agreement may be terminated by either party for any reason by providing the other party at least six (6) months prior written notice. This Agreement may also be terminated upon failure by a party in the performance or breach of any other covenant, obligation or duty imposed by this Agreement, and the continuance of such failure in the performance or breach for a period of thirty (30) days after the non-defaulting party has given the defaulting party written notice of such failure in the performance or breach.

Legal Contingencies. The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials, arising from the provided services, and any and all resulting claims or legal actions. No right of Indemnification is created by this Agreement and the parties expressly disclaim such right. Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, costs, damages or verdicts incurred by the other party in such legal action. The provisions of this Agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any person or entity not a party to this Agreement.

Control Over Personnel. Except as otherwise agreed to by the parties, each party shall maintain control over its personnel. The personnel temporarily transferred or assigned by the providing agency shall report to their respective Chains of Command and Officer-in-Charge and shall be subject to orders and commands of that official. The provided law enforcement officers shall exert their best efforts to cooperate with and aid the requesting law enforcement agency. The law enforcement officers temporarily transferred or assigned shall be released by the Officer-in-Charge when their services are no longer required or when they are needed to respond to a situation within the geographical boundaries of their own jurisdiction; provided, however, the provided law enforcement officers shall use their best efforts to complete the requested service prior to being released.

Equipment and Facilities. Each party shall supply its own equipment for its respective law enforcement officers, shall be responsible for the maintenance thereof, and shall bear the risk of its

damage or loss; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damaged party for its loss. The requesting agency will provide the facilities for law enforcement operations and will designate their location at the time assistance is requested.

Freedom of Information Act ("FOIA") Requests. The requesting law enforcement agency shall be primarily responsible for responding to FOIA requests relating to the incident/matter for which assistance has been requested. However, each law enforcement agency shall maintain records as set forth above, assist the requesting law enforcement agency in responding to FOIA requests, and respond to requests to it pursuant to the FOIA.

Primary Responsibility. It is agreed and understood that the primary responsibility of the parties hereto is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance.

Request. A request for assistance shall only be made by the chief law enforcement official of the requesting agency or his/her designee, if available, or otherwise by the senior duty officer of that agency. If the request is granted, the requesting agency shall be informed immediately of the number of law enforcement officers to be furnished.

Reply. A reply to any request for assistance shall only be made by the chief law enforcement official of the providing agency or his/her designee, if available, or otherwise by the senior duty officer of that agency. If the request is granted, the requesting agency shall be immediately informed of the number of law enforcement officers to be furnished.

Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this State, officers assigned under this Agreement shall be vested with all authority, jurisdiction, rights, immunities and privileges within the requesting jurisdiction for the purposes of investigation, arrest, or any other activity related to the purpose for which they were requested. Local ordinances adopted by a providing agency shall not be deemed extended into areas which are outside the territorial limits of the providing jurisdiction.

Radio Communications. Radio communications between the requesting law enforcement agency and the law enforcement provider shall be maintained by use of the State regional radio channel system, unless a radio channel that is mutually shared by the parties hereto is otherwise available.

Insurance and Bonding. It is agreed and understood that the parties hereto shall be solely responsible to maintain such insurance protection and workers compensation coverage on its respective employees as may be required by law or deemed advisable by the party. Any bond for any officers operating under this Agreement shall include coverage for their activity in the other jurisdiction covered by this Agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of that jurisdiction.

Employment Status. Nothing herein contained shall be construed or interpreted to imply that the law enforcement officers temporarily transferred or assigned in accordance with this Agreement are employees of the law enforcement agency requesting such assistance.

Other Agreements and Investigations. Unless specifically conflicting therewith, this Agreement shall not repeal or supersede any existing Agreements between the parties hereto nor does it restrict in any way normal cooperation between law enforcement agencies concerning ongoing criminal investigations.

Severability. Should any part of this Agreement be found to be invalid or unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

Successors. The parties agree that this Agreement shall be binding upon the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates shown below.

Approved by Horry County

Signature

Horry County Administrator
Title

Date: 9.25.19

Date approved by Governing Body: _____

Approved by _____

Signature

Title

Date: _____

Date approved by Governing Body: _____

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

RESOLUTION R-63-19

A RESOLUTION APPROVING AND AUTHORIZING THE ENTERING INTO OF MUTUAL AID AGREEMENTS FOR THE PROVISION OF LAW ENFORCEMENT SERVICES DURING TIMES OF EXTRAORDINARY NEED.

WHEREAS, Sections 23-20-10 *et seq.* of the South Carolina Code of Laws (the Law Enforcement Assistance and Support Act) authorizes law enforcement agencies of this State to enter into contractual agreements with other law enforcement agencies as may be necessary for the proper and prudent exercise of public safety functions across jurisdictional lines; and

WHEREAS, pursuant to Section 23-20-40, except with respect to elected officials, a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing bodies of each concerned county, municipality, or political subdivision; and

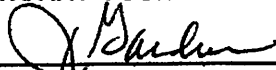
WHEREAS, the Horry County Police Department and Law Enforcement Agencies listed on Exhibit A, attached hereto, desire to enter into such agreements as contemplated by the Law Enforcement Assistance and Support Act, for the purpose of providing mutual assistance in law enforcement matters by the temporary transfer or assignment of law enforcement officers and/or equipment, upon request, from each party's jurisdiction to the support and aid of the other party, as necessary; and

WHEREAS, Horry County Council finds such agreements, attached to be reasonable, prudent and desirable, that such agreements will serve the best interests of the citizens of Horry County, and that the agreements attached hereto and incorporated herein should be approved and made to have full force and effect.

NOW, THEREFORE, by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, be it resolved that pursuant to Section 23-20-40(B), Code of Laws of South Carolina, Horry County Council approves, on behalf of the Horry County Police Department, the attached "Mutual Aid Agreements" between the Horry County Police Department and Law Enforcement Agencies listed on Exhibit A attached hereto.

AND IT IS SO RESOLVED this 18th day of June, 2019.

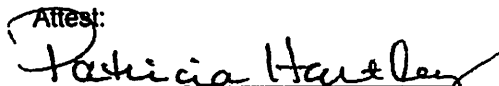
HORRY COUNTY COUNCIL



Johnny Gardner, Chairman

Harold G. Worley, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Orton Bellamy, District 7
Johnny Vaught, District 8
W. Paul Prince, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Patricia S. Hartley, Clerk to Council

Mutual Aid Agreements Between Horry County Police Department & Other Agencies (Exhibit A)

City of Conway Police Department
Georgetown City Police Department
Georgetown County Sheriff's Department
Marion County Sheriff's Department
Dillon County Sheriff's Department
Florence County Sheriff's Department
Berkeley County Sheriff's Department
Charleston County Sheriff's Department
Williamsburg County Sheriff's Department
Myrtle Beach Police Department