

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: December 2, 2024

Agenda Item: 5A	Prepared by: Chris Noury, City Attorney
Agenda Section: Consent: Resolution	Date: November 25, 2024
Subject: A Resolution to approve a Memorandum of Understanding between the City of North Myrtle Beach and the Town of Atlantic Beach	Division: Legal

Background:

Attached is a Resolution to approve the Mutual Aid Agreement between the City of North Myrtle Beach and the Town of Atlantic Beach. The City of North Myrtle Beach and the Town of Atlantic Beach desire to enter into this agreement to promote public safety for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities.

Recommended Action:

Adoption of the Resolution

Reviewed by Department Head	Reviewed by Acting City Manager	Reviewed by City Attorney
Council Action: Motion By _____ 2 nd By _____ To _____		

CITY OF NORTH MYRTLE BEACH)	
COUNTY OF HORRY)	LAW ENFORCEMENT
STATE OF SOUTH CAROLINA)	ASSISTANCE AND SUPPORT AGREEMENT

MEMORANDUM OF UNDERSTANDING

This Law Enforcement Assistance and Support Agreement (“Agreement”) is made and entered into by and between the **City of North Myrtle Beach Police Department** located at 1015 Second Avenue South, North Myrtle Beach, SC 29582 and the **Town of Atlantic Beach Police Department** located at 1010 32nd Avenue South, Atlantic Beach, SC 29582, 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, as amended on June 3, 2016, South Carolina Code Ann. Section 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines; and

WHEREAS, the **CITY OF NORTH MYRTLE BEACH POLICE DEPARTMENT** desires to enter into such an agreement with the **TOWN OF ATLANTIC BEACH POLICE DEPARTMENT** to promote public safety for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities; and

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigation, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency’s officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency’s officers in the requesting agency’s jurisdiction.

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

1. **VESTING OF AUTHORITY AND JURISDICTION**

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which this Agreement is drawn. This Agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party’s jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party’s jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of the party.

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Arrests;
- G. Pursuits of Criminal Suspects;
- H. Location of Missing Persons;
- I. Traffic Control and Safety;
- J. Criminal Investigations; or
- K. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement 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 from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by the **Chief of Police of North Myrtle Beach Police Department**, or his/her designee, or the **Chief of Police of the Town of Atlantic Beach Police Department**, or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by the **Chief of the City of North Myrtle Beach Police Department**, or his/her designee, or the **Chief of the Town of Atlantic Beach Police Department**, or his/her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.
- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers 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

responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, COSTS, AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder and shall keep its own personnel and other usual records as to its assigned officers.

The requesting law enforcement agency shall be primarily responsible for maintaining 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 result in creation of records in its own jurisdiction, including but not limited to, incident reports, records or application or execution of an arrest or search warrant, incident reports for arrests made by personnel, uniform traffic tickets issued, and use of force forms. Each party shall make these records available to the other party upon request without cost.

6. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officers and such officers shall continue to be paid by the agency where they are permanently employed. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

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

8. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. MODIFICATION OF AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. SEVERABILITY
Should any part of this Agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.
13. BINDING SUCCESSORS IN OFFICE
All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this Agreement without necessitating execution of any amendment.
14. NO INDEMNIFICATION OR THIRD PARTY RIGHTS
To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits, and payment of damages that arise from activities of its officers. No right of indemnification is created by this Agreement and the parties expressly disclaim such. The provisions of this Agreement shall not be deemed to give rise to or vest any rights or obligation in favor of any party or entity not a party to this Agreement.

Neither party shall be responsible for defending any legal action or claim 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 verdict incurred by the other party in such action or claim. Additionally, the parties agree that neither will pursue subrogation of workers' compensation claims for injuries sustained by officers of the other party.
15. TERMINATION
This Agreement shall be terminated at any time upon written notice to the other party to this Agreement. Such notice becomes effective upon receipt of written notice by the non-terminating party.
16. TERM AND RENEWAL
This Agreement will continue in effect for two (2) years from the date of effectiveness of last signing below. Renewal shall be accomplished only by legislative act of equal dignity.
17. USE OF EQUIPMENT AND FACILITIES
Each party shall supply the equipment for its law enforcement officers and be responsible for the maintenance of its own equipment. Each party shall bear the risk of damage or loss to its own equipment and facilities; provided, however that if the equipment or facility is damaged by the acts or omission of employees of the other party, then the other party shall reimburse the damaged party for its loss. The requesting agency shall provide the facilities for law enforcement operations and will designate its location at the time the assistance is requested.
18. OTHER AGREEMENTS AND INVESTIGATIONS
This Agreement shall not repeal or supersede any existing agreements between the parties and does not restrict in any way the normal cooperation between law enforcement agencies concerning ongoing criminal activities.
19. RADIO COMMUNICATIONS
Radio communications between the requesting law enforcement agency officers and the assisting law enforcement agency officers shall be maintained by use of the State regional radio channel system, unless a radio channel system, unless a radio channel that is mutually shared by the parties is otherwise available.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth below.

TOWN OF ATLANTIC BEACH

WITNESSES

Carlos Castillo, Chief of Police
TOWN OF ATLANTIC BEACH
POLICE DEPARTMENT

Witness

Town Manager

Witness

Date approved by Atlantic Beach Town Council _____

NORTH MYRTLE BEACH

WITNESSES

Dana Crowell, Chief of Police
CITY OF NORTH MYRTLE BEACH
POLICE DEPARTMENT

Witness

Ryan Fabbri, Interim City Manager
CITY OF NORTH MYRTLE BEACH

Witness

Date Approved for Execution: _____