

**REQUEST FOR CITY COUNCIL CONSIDERATION**

Meeting Date: March 6, 2023

Agenda Item: 5A	Prepared by: Chris Noury, City Attorney
Agenda Section: Consent: Resolution	Date: February 23, 2023
Subject: A resolution to approve the Law Enforcement Assistance and Support Agreement MOU between the Cities of Myrtle Beach and North Myrtle Beach	Division: Legal

Attached for Council’s review is the Law Enforcement Assistance and Support Agreement MOU between the City of Myrtle Beach and the City of North Myrtle Beach. Section 23-20-10 et seq. of the Code of Laws of South Carolina allows contractual agreements among municipal and local law enforcement agencies.

The agreement will allow the City of Myrtle Beach and the City of North Myrtle Beach to provide law enforcement assistance to each other in the event of a natural disaster, civil disorder, special events, emergency situations and other law enforcement activities.

**Recommended Action:**

Adoption of the Resolution

Reviewed by City Manager		Reviewed by City Attorney
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Council Action:  
Motion By \_\_\_\_\_ 2<sup>nd</sup> By \_\_\_\_\_ To \_\_\_\_\_

## A RESOLUTION

### A RESOLUTION TO APPROVE LAW ENFORCEMENT ASSISTANCE AND A SUPPORT AGREEMENT BETWEEN THE CITY OF MYRTLE BEACH AND THE CITY OF NORTH MYRTLE BEACH AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF NORTH MYRTLE BEACH

**WHEREAS**, the municipalities of North Myrtle Beach and Myrtle Beach are located in close proximity to each other; and

**WHEREAS**, both municipalities desire to enter into a mutual aid agreement for the purpose of securing to each other the benefits of mutual aid in the event of a natural disaster, civil disorder, special events, emergency situations, and any other law enforcement activities; and

**WHEREAS**, the Code of Laws of South Carolina, Section 23-20-10, et seq. authorizes contractual agreements between municipal and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL FOR THE CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA:**

**Section I:** The document titled Law Enforcement Assistance and Support Agreement MOU between the City of Myrtle Beach and the City of North Myrtle Beach is hereby approved.

**Section II:** The City Manager is authorized to sign the above referenced document on behalf of the City of North Myrtle Beach.

**Section III:** The Resolution shall become effective upon the date of passage.

**RESOLVED THIS SIXTH DAY OF MARCH, 2023**

\_\_\_\_\_  
**Marilyn Hatley, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Allison K. Galbreath, City Clerk**

CITY OF 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 by and between the **City of North Myrtle Beach Police Department** located at 1015 Second Avenue South, North Myrtle Beach, SC 29582 and the **City of Myrtle Beach Police Department** located at 1101 North Oak Street, Myrtle Beach, SC 29577, 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 **CITY OF MYRTLE 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 investigations, 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 the 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 that 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. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Traffic Control and Safety;
- K. Criminal Investigations; or
- L. 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 the City of North Myrtle Beach Police Department**, or his/her designee, or the Chief of the City of Myrtle 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 City of Myrtle 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 geographic 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 its personnel, uniform traffic tickets issued, and use of force forms. Each party shall make these records available to the other party upon request and 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 the 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 OR 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 obligations in favor of any rights or obligations 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 omissions 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 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 above.

**CITY OF MYRTLE BEACH**

**WITNESSES**

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\_\_\_\_\_

Amy Prock, Chief of Police

Witness

**CITY OF MYRTLE BEACH POLICE DEPARTMENT**

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\_\_\_\_\_

Jonathan "Fox" Simons, City Manager

Witness

Date approved by Myrtle Beach City Council: \_\_\_\_\_

**NORTH MYRTLE BEACH**

**WITNESSES**

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\_\_\_\_\_

Dana Crowell, Police Chief

Witness

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\_\_\_\_\_

Mike Mahaney, City Manager

Witness

Date approved for execution: \_\_\_\_\_