

**REQUEST FOR CITY COUNCIL CONSIDERATION**

Meeting Date: October 16, 2023

Agenda Item: 5A	Prepared by: Chris Noury, City Attorney
Agenda Section: Consent: Resolution	Date: October 12, 2023
Subject: A Resolution to approve the 15 <sup>th</sup> Judicial Circuit Traffic Enforcement Mutual Aid Agreement	Division: Legal

**Background:**

Attached is a Resolution to approve the 15<sup>th</sup> Judicial Circuit Traffic Enforcement Mutual Aid Agreement. The duration of the Agreement shall be from October 1, 2023 to September 30, 2025. The other parties to the agreement are:

- Andrews Police Department
- Atlantic Beach Police Department
- Aynor Police Department
- Briarcliffe Acres Police Department
- Coastal Carolina University Police Department
- Conway Police Department
- Georgetown County Sheriff's Office
- Georgetown Police Department
- Horry County Police Department
- Horry County Sheriff's Office
- Loris Police Department
- Myrtle Beach Police Department
- Pawley's Island Police Department
- South Carolina Highway Patrol
- Surfside Beach Department of Public Safety

**Recommended Action:**

Adoption of the Resolution

Reviewed by Department Head	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 THE 15<sup>th</sup> JUDICIAL CIRCUIT TRAFFIC ENFORCEMENT MUTUAL AID AGREEMENT BETWEEN THE CITY OF NORTH MYRTLE BEACH AND THE 15 PARTICIPATING LAW ENFORCEMENT AGENCIES, LOCATED WITHIN HORRY AND GEORGETOWN COUNTIES, TO AUTHORIZE RECIPRIOCAL LAW ENFORCEMENT AID BETWEEN THE NORTH MYRTLE BEACH POLICE DEPARTMENT AND THE OTHER 15 PARTICIPATING LAW ENFORCEMENT AGENCIES AND AUTHORIZE THE CITY MANAGER TO SIGN THE DOCUMENT ON BEHALF OF THE CITY.**

**WHEREAS**, the South Carolina Code of Laws Section 23-20-10 et seq, The Law Enforcement Assistance and Support Act, enables local governments to enter into agreements regarding mutual law enforcement assistance.

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

**Section 1:** The 15<sup>th</sup> Judicial Circuit Traffic Enforcement Mutual Aid Agreement between the City of North Myrtle Beach and the other 15 participating law enforcement agencies, located within Horry and Georgetown counties, for the purpose of securing to each other the benefits of mutual aid is hereby approved.

**Section 2:** The City Manager is authorized to sign the Mutual Aid Agreement on behalf of the City of North Myrtle Beach.

**Section 3:** The Resolution shall become effective upon the date of passage.

**Resolved this the Sixteenth Day of OCTOBER 2023.**

\_\_\_\_\_  
Mayor Hatley

ATTEST:

\_\_\_\_\_  
City Clerk

Resolution: 23-10

**15TH JUDICIAL CIRCUIT TRAFFIC ENFORCEMENT**  
**MUTUAL AID AGREEMENT**

**2023 - 2025**

This Mutual Aid Agreement (the “Agreement”) is made and entered by and between the signatory parties (collectively the “Parties”) and shall be effective on the date that the Agreement has been signed by all Parties and approved by their respective governing bodies.

WHEREAS, sections 23-20-10 through 23-20-60 of the South Carolina Code of Laws (1976, as amended), authorize law enforcement agencies to enter into contractual agreements with other law enforcement providers as may be necessary for the proper and prudent exercise of public safety functions. These sections specify contractual provisions and approvals that are required for such an agreement. 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 contracting for the services; and

WHEREAS, Section 23-20-40 of the South Carolina Code of Laws (1976, as amended) provides for the temporary transfer of law enforcement officers pursuant to written agreement; and

WHEREAS, Section 23-20-30 of the South Carolina Code of Laws (1976, as amended) authorizes agreements between multiple law enforcement jurisdictions for the purpose of public safety functions; and

WHEREAS, the Parties hereto desire to enter into such an agreement to promote public safety for the purpose of securing to each other the benefits of mutual aid; and

WHEREAS, it is the desire and intent of the Parties to evidence their joint undertaking for the provision of mutual assistance in law enforcement matters by the temporary assignment of law enforcement officers between their respective jurisdictions to the fullest extent allowed by South Carolina law; and

WHEREAS, it is the intent of the Parties to share jurisdiction under this Agreement to the fullest extent permitted under South Carolina law; and

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the Parties cooperating when providing law enforcement and public safety functions to the fullest extent of South Carolina law when made pursuant to a request for assistance under the Agreement including, but not limited to traffic control and traffic check-point enforcement (the “Services”).

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

Assistance. The assistance to be rendered pursuant to this Agreement shall solely involve the

temporary transfer or assignment of law enforcement officers and/or equipment from each Party's jurisdiction to provide Services in the support and aid of the other, subject to the terms and conditions of this Agreement. When so transferred or assigned, such law enforcement officers shall have all rights, powers, authority and duties to enforce the laws of South Carolina as a law enforcement officer employed by the requesting agency.

Primary Responsibility. It is agreed and understood that the primary responsibility of the Parties hereto is to provide 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 for Assistance. A request for assistance shall only be made by the Chief of Police, if available, and otherwise by the senior duty officer of the law enforcement agency whose assistance is requested. The request shall be in writing where practicable, specifying the time period and/or event for which assistance is requested as well as the number of law enforcement officers and/or type and number of equipment requested.

Reply. A reply to any request for assistance shall only be made by the Chief of Police, if available, and otherwise by the senior duty officer of the law enforcement agency whose assistance is requested. The response shall be in writing where practicable. If the request is granted, the requesting agency shall be timely informed of the number of law enforcement officers to be furnished, the type and number of any equipment to be furnished and the time period for which assistance will be provided.

Officer-in-Charge. The law enforcement officers temporarily transferred or assigned by the responding agency shall report to the requesting agency's designated Officer-in-Charge and shall be subject to orders and commands of that official, subject to the requesting agency's chain of command structure. The law enforcement officers of the responding agency shall use their best efforts to cooperate with and aid the requesting law enforcement agency.

Release. The law enforcement officers temporarily transferred or assigned shall be released by the requesting agency's Officer-in-Charge when their services are no longer required or when they are needed, in the sole discretion of the agency providing assistance, to respond to a situation within the geographical boundaries of their own jurisdiction; provided, however, the assisting law enforcement officers shall use their best efforts to complete the requested service prior to being released.

Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this State, law enforcement 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 sending agency shall not be deemed extended into areas which are outside the territorial limits of the sending jurisdiction.

Radio Communications. During periods of assistance under the Agreement, radio communications between the Party's law enforcement 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.

Compensation and Reimbursement. 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 law enforcement officers shall continue to be paid by the agency where they are permanently employed.

The Parties agree that compensation and/or reimbursement the Services shall be limited to the reciprocal provision of services of like kind.

Any other agreement for reimbursement between the Parties must be written and executed in the same manner as this agreement.

Equipment and Facilities. Each Party shall supply the equipment for its law enforcement officers and shall bear the risk of its damage or loss; provided, however, that if a Party's 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 its location at the time assistance is requested.

Records. The requesting law enforcement agency shall be primarily responsible for maintaining records relating to the incident or event for which assistance has been requested. However, each law enforcement agency shall maintain records of activities of its personnel that it would otherwise generate within its own jurisdiction including, but not limited to, incident reports, records of application or execution of an arrest or search warrant, , 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.

Freedom of Information Act ("FOIA") Requests. The requesting law enforcement agency shall be primarily responsible for responding to FOIA requests relating to the incident or event for which assistance has been requested. However, each law enforcement agency shall maintain records as set forth above and assist the requesting law enforcement agency in responding to FOIA requests in a timely manner and without cost.

Insurance and Bond. It is agreed and understood that the Parties hereto shall be solely responsible to maintain such insurance protection and workers compensation coverage on its employees as may be required by law or deemed advisable by the Party. The bond, if any, for the Parties' law enforcement officers operating shall include coverage for their activity performed under the Agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of the Parties.

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 requesting agency.

Legal Contingencies. 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.

No Indemnification or Third-Party Rights. The Parties shall be solely responsible for the acts and/or omissions of their respective employees, officers and officials. No right of indemnification is created by the agreement and the Parties expressly disclaim such a right. 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.

Other Agreements and Investigations. This Agreement shall supersede any existing agreements between the Parties concerning the subject matter of mutual aid. The Parties expressly acknowledge this Agreement in no way restricts the normal cooperation between law enforcement agencies concerning ongoing criminal investigations.

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

Duration. This Agreement will continue in effect from October 1<sup>st</sup>, 2023 to September 30<sup>th</sup> 2025 once signed and will expire on September 30<sup>th</sup>, 2025. Renewal shall be accomplished only by legislative act of equal dignity.

Termination. This Agreement may be terminated by either Party by providing written notice to the other Parties. Such notice becomes effective upon receipt of the notice by the other Parties.

Choice of Law. This Agreement shall be governed and interpreted under the laws of the State of South Carolina.

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

Signatures Attached

Approved by City Council of North Myrtle Beach (date) : \_\_\_\_\_

Print Name of City Manager: \_\_\_\_\_

Signature of City Manager: \_\_\_\_\_

Date of City Manager Signature: \_\_\_\_\_

Print Name Chief of Police: \_\_\_\_\_

Signature Chief of Police : \_\_\_\_\_

Date of Chief of Police Signature : \_\_\_\_\_