



TOWN of SUMMERVILLE, SC

Special Called Town Council Meeting

Council Chambers - Annex Building – 200 South Main Street

Thursday, May 26, 2022 – 3:00 p.m.

AGENDA

- 1. Call to Order**

- 2. Approval of a Memorandum of Understanding** between the Summerville Police Department and the Myrtle Beach Police Department.

- 3. Executive Session: *Contractual matter***
 - a. Contractual matter related to the sale of town-owned property at 118 West Richardson Avenue

- 4. Other Business**
 - a. Action to be taken by Council related to Executive Session

- 5. Adjourn**

MEMORANDUM OF UNDERSTANDING

This agreement is made and entered by and between SUMMERVILLE POLICE DEPARTMENT (Police Agency) and the City of Myrtle Beach Police Department (the Parties) and shall be effective on the date that the agreement has been signed by both parties and approved by their governing body, as shown below.

WHEREAS, sections 23-20-10 through 23-20-60 of the Code of Laws of South Carolina (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, S.C. Code Ann. Section **23-20-20** provides for the temporary transfer of law enforcement officers pursuant to written agreement; and

WHEREAS, S.C. Code Ann Section **23-1-30** authorizes agreements between multiple law enforcement jurisdictions for purposes of criminal investigations; 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 jurisdiction to the fullest extent as is allowed by law; and

WHEREAS, it is the intent of the parties to share jurisdiction under this written 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 in GENERAL LAW ENFORCEMENT DUTIES TO INCLUDE THOSE ON EXHIBIT A , thereto:

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 the support and aid of the aforementioned MOU, in cooperation with the parties named herein. 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 respective jurisdiction to this agreement, and to which assignment is made.

When requesting an officer, specialized teams (such as K9, SWAT, Traffic, etc.), the officers/teams will only perform those duties which they have been trained or certified to conduct or perform and in accordance with the MBPD Policies and Procedures.

Request for Assistance. The parties to the MOU may request law enforcement assistance from the parties to this Agreement, and such request may be made for assistance with public safety functions, which include traditional public safety activities which are performed over a specific period of time for investigations and intelligence sharing.

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 Sheriff or Chief of Police, if available, and otherwise by the senior duty officer of the law enforcement agency whose assistance is requested. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to be furnished.

Reply. A reply to any request for assistance shall only be made by the Sheriff or Chief of Police, if available, and otherwise by the senior duty officer of the law enforcement agency whose assistance is requested. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to be furnished.

Officer-in-Charge. The personnel temporarily transferred or assigned by the assisting law enforcement 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 assisting law enforcement officers shall exert their best efforts to cooperate with and aid the requesting law enforcement agency.

Release. The law enforcement officer 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 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, 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. Radio communications between the requesting law enforcement agency and the assisting 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 hereto 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 officers shall continue to be paid by the agency where 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 their respective jurisdictions. 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 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 host 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 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, 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 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.

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 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 county or municipality.

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.

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 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 not repeal or supersede any existing agreements between the parties hereto nor does it restrict in any way 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 hereto.

Duration. 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.

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

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

Approved by _____ (Town Administrator)

Signature

Date approved for execution: _____

Approved by City of Myrtle Beach

City Manager

Date approved for execution by City Council: _____

EXHIBIT A

1. To provide assistance and expertise in gang related activities.
2. To provide assistance and expertise in monitoring electronic and social media sites.