

**SPECIAL MEETING/WORKSHOP OF CITY COUNCIL
JULY 28, 2016 - 4:00 PM
COUNCIL CHAMBERS
GEORGETOWN, SC**



Notice of this meeting has been made in accordance with the 1976 Code of Laws of South Carolina Freedom of Information Act.

- 1. CALL TO ORDER**
- 2. ANNOUNCEMENT CONCERNING ELECTRONIC DEVICES**
- 3. DISCUSS STRATEGIC PLAN**
- 4. DISCUSS APPOINTMENT OF DESIGNATED MARKETING ORGANIZATION**
- 5. DISCUSS CONCEPTUAL DRAWINGS FOR EAST BAY PARK AND BEN COOPER PARK**
- 6. DISCUSS 17/701 DRAINAGE PROJECT**
- 7. DISCUSS OWNERSHIP, LIABILITY AND OTHER ISSUES CONCERNING BUSINESS DIRECTIONAL SIGNAGE**
- 8. POLICE**
 - A. Motion to approve Mutual Aid Agreement between Law Enforcement Officers to the 15th Circuit Drug Enforcement Unit (DEU) and the Fifteenth Circuit Solicitor's Office.**

Attachments:

1	DEU Agreements	(PDF)
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- 9. ADJOURNMENT**
 - A. Motion to adjourn the Special Meeting/Workshop of City Council**



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

ACTION ITEM

DOC ID: 2106

Council Meeting Date:	28 July 2016
Department:	Police Department
Issue Under Consideration:	Motion to approve Mutual Aid Agreement between Law Enforcement Officers to the 15th Circuit Drug Enforcement Unit (DEU) and the Fifteenth Circuit Solicitor's Office.
Amount Requested:	
Is Item in Current Budget?	
If no, please explain:	
Financial Impact:	
Points to Consider:	
Options:	
Staff Recommendation:	

Reviews:

Kelvin Waites Completed 07/26/2016 12:48 PM
 Finance Skipped 07/26/2016 12:38 PM
 No financial impact.
 City Attorney Skipped 07/26/2016 12:39 PM
 Out of Office
 Paul Gardner Completed 07/26/2016 12:54 PM
 Ann U. Mercer Completed 07/26/2016 2:23 PM
 Georgetown City Council Pending 07/28/2016 4:00 PM

Attachments:

1. 1 DEU Agreements (PDF)

STATE OF SOUTH CAROLINA)
)
) LAW ENFORCEMENT
) ASSISTANCE AND SUPPORT AGREEMENT
) FOR TEMPORARY TRANSFER OF
) OFFICERS TO THE 15TH CIRCUIT DRUG
) ENFORCEMENT UNIT
 COUNTIES OF)
 HORRY and GEORGETOWN)
)
)

This agreement to provide temporary transfer of Law Enforcement Officers to the 15th Circuit Drug Enforcement Unit (DEU) is made and entered into this _____ day of July, 2016, by and between the Fifteenth Circuit Solicitor's Office, 1301 Second Avenue Conway, SC 29528 and the following Governing Bodies and Police Agencies hereinafter collectively referred to as "**Departments:**"

Conway Police Department
 Horry County Sheriff's Office
 Fifteenth Circuit Solicitor's Office
 Myrtle Beach City Council

North Myrtle Beach City Council
 Surfside Beach Town Council
 Coastal Carolina Univ. Board of Trustees
 Georgetown City Police Department
 Georgetown City Council

Conway City Council
 Horry County Council
 Myrtle Beach Police Department
 North Myrtle Beach Dept. of Public Safety
 Surfside Beach Dept. of Public Safety
 Coastal Carolina University Police
 Georgetown County Sheriff's Office
 Horry County Police Department

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;

WHEREAS, the Fifteenth Circuit Solicitor's Office desires to enter into such an agreement with the **Departments** for the purposes of securing to each other the benefits of mutual aid in the course of drug and vice related investigations and operations;

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 Fifteenth Circuit Solicitor's Office desires Departments' 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 officers' normal course of work in the DEU.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written Agreement to the fullest extent permitted under South Carolina law and it is further agreed 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.

2. 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.

3. SERVICES TO BE PROVIDED

Officers and personnel transferred to the DEU by and through this Agreement shall have the following responsibilities:

- A. To disrupt the illicit drug traffic and the State of South Carolina, and the Counties of Horry and Georgetown;
- B. To gather and compile intelligence and other data relating to the trafficking of narcotics and other dangerous drugs;
- C. To conduct undercover operations where appropriate, and to engage in other traditional methods of investigation, in order to effectively prosecute drug law violations in the courts with appropriate jurisdiction;
- D. To cooperate with state and federal law enforcement agencies in the investigation, arrest, and prosecution of upper level drug dealers and traffickers;
- E. To investigate and enforce laws related to money laundering and organized crime;
- F. To enforce all State laws within Horry and Georgetown Counties; to enforce all County ordinances while in the unincorporated areas of Horry or Georgetown Counties; to enforce all municipal ordinances of any municipality within Horry or Georgetown Counties while the officer is in that municipality; and
- G. To conduct any other investigation or operation as authorized by the DEU Commander or his designee and the Governing Board.

4. 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.

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

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

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

6. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. **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.

13. **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.

14. **TERMINATION**

This Agreement shall be terminated at any time upon written notice to the other parties to this Agreement.

15. **TERM AND RENEWAL**

This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

16. **USE OF EQUIPMENT AND FACILITIES**

Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

17. **GOVERNANCE**

The DEU will be governed by the chief executive officer of each participating agency (together as the "Governing Board"). The DEU will operate according to a Memorandum of Understanding entered into by the participating agencies and/or departments, and the operational policies, procedures, rules, and regulations adopted by the Governing Board.

18. This agreement, along with the Memorandum of Understanding, shall supersede, govern, and have control over any prior DEU agreements executed by the parties.

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

CITY OF GEORGETOWN

JACK SCOVILLE, MAYOR

BRENDON BARBER, COUNCIL MEMBER

CAROL JAYROE, COUNCIL MEMBER

ED KIMBROUGH, COUNCIL MEMBER

SHELDON A. BUTTS, COUNCIL MEMBER

AL JOSEPH, COUNCIL MEMBER

CLARENCE SMALLS, COUNCIL MEMBER