

**SPECIAL MEETING/WORKSHOP OF CITY COUNCIL
APRIL 23, 2015 - 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. **REVIEW OF ANTICIPATED REVENUES AND PROPOSED EXPENDITURES FOR THE FY 2015/2016 BUDGET**
4. **POLICE**
 - A. **Motion to approve Law Enforcement Assistance and Support Contract and Memorandum of Understanding on Loan of Equipment with The City of Myrtle Beach.**
Attachments:
 - 1 Myrtle Beach MOU Equipment (PDF)
 - 2 Myrtle Beach MOU Personnel (PDF)
5. **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: 1839

Council Meeting Date:	23 April 2015
Department:	Police Department
Issue Under Consideration:	Motion to Approve Law Enforcement Assistance And Support Contract And Memorandum Of Understanding On Loan Of Equipment With The City Of Myrtle Beach
Amount Requested:	N/A
Is Item in Current Budget?	N/A
If no, please explain:	
Financial Impact:	N/A
Points to Consider:	Mutual Aid
Options:	1. Approve 2. Disapprove
Staff Recommendation:	Staff recommends approval of both agreements.

Reviews:

Paul Gardner Completed 04/16/2015 12:51 PM
 Finance Completed 04/16/2015 3:50 PM
 City Attorney Completed 04/20/2015 4:51 PM
 approved as to form- misused articles don't affect substance
 Chris Carter Completed 04/21/2015 9:13 AM
 Ann U. Mercer Completed 04/21/2015 9:14 AM
 Georgetown City Council Pending 04/23/2015 4:00 PM

Attachments:

1. Myrtle Beach MOU Equipment (PDF)
2. Myrtle Beach MOU Personnel (PDF)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective April 23, 2015, by and between the City of Myrtle Beach, South Carolina, a municipal corporation under the laws of the State of South Carolina, (hereinafter referred to as the "City") and the City of Georgetown, a municipal corporation of the State of South Carolina, (hereinafter referred to as the "Georgetown"). Myrtle Beach and Georgetown may, from time to time herein, be collectively referred to as "the Parties."

WHEREAS, Myrtle Beach and the Georgetown desire cooperation regarding their shared mutual interests in a safe Georgetown and Myrtle Beach community;

WHEREAS, Myrtle Beach has a department, the Myrtle Beach Police Department, that is the principal law enforcement agency in the City that exercises such authority and jurisdiction granted by the laws of the State of South Carolina; and

WHEREAS, the Georgetown has public safety equipment that it has graciously offered to loan to Myrtle Beach during what is referred to as Memorial Day week-end,

WHEREAS, the Myrtle Beach would accept this offer, and parties desire to further clarify how the parties may cooperate in the future in certain circumstances as more fully described herein.

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

1. **Myrtle Beach Responsibilities.** Myrtle Beach shall assume all cost, risk and liability in securing the equipment from Georgetown, deployment of the equipment in Myrtle Beach, and the its return to Georgetown; it being the express intention of the Parties that Georgetown shall incur no expense in this MOU and be held harmless.
2. **Responsibility for repair or replacement.** Should any piece of equipment suffer damage or destruction while in the possession of Myrtle Beach from time of pick-up to return, Myrtle Beach will pay the cost of repair or replacement; it being the express intention of the Parties that Georgetown shall incur no expense in this MOU and be held harmless.
3. **Termination.** Either party to the MOU may terminate it upon 10 days' prior written notice without necessity of demonstrating cause; provided, however, that either party may terminate this MOU immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or to comply with applicable law.
4. **Modification.** This MOU may be modified only in a writing signed by both Parties. The Parties shall endeavor to examine this MOU biennially, to ensure compatibility and effectiveness with any changes in laws, policies, or circumstances.
5. **No Third Party Beneficiary.** This MOU is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this MOU.

6. **Applicable Law.** This MOU shall be governed and interpreted in accordance with the laws of the State of South Carolina.

7. **Approval and Authorization.** Each of the parties warrants and represents by the execution of this MOU that it has been approved by its legal counsel as to form and legality, and that the execution, delivery and performance of this MOU by such party has been duly authorized by its respective governing bodies and/or executives, as determined by the individual Parties.

IN WITNESS WHEREOF, the undersigned hereto have executed this MOU this ____ day of _____, 2015.

THE CITY OF MYRTLE BEACH

THE CITY OF GEORGETOWN

John G. Pedersen
City Manager

Its _____

Approved by Resolution of Myrtle Beach Council on the 14th day of April, 2015.
Certified by City Clerk, Joan Grove

Approved by City of Georgetown

_____, 2015

Attachment: Myrtle Beach MOU Equipment (1839 : Myrtle Beach MOUs)

**STATE OF SOUTH CAROLINA
COUNTY OF HORRY
CITY OF MYRTLE BEACH**

LAW ENFORCEMENT ASSISTANCE AND SUPPORT CONTRACT

WITNESSETH:

WHEREAS, Section 23-20-10, et seq, of the Code of Laws of South Carolina (1976), as amended, provides that the General Assembly recognizes the need to promote public safety and further recognizes that there may be situations where additional law enforcement officers are needed to maintain the public peace and welfare. Therefore, the General Assembly authorizes a law enforcement agency of this State to enter into contractual agreements with other law enforcement providers as may be necessary for the proper and prudent exercise of public safety functions. Public safety functions include traditional public safety activities which are performed over a specified time period for patrol services, crowd control and traffic control, and other emergency service situations. All contractual agreements shall adhere to the requirements contained in Section 23-20-40; and

WHEREAS, the City of Myrtle Beach has requested the assistance and support of THE CITY OF GEORGETOWN; and, together, they do make and enter into this contract of law enforcement assistance and support to be

Attachment: Myrtle Beach MOU Personnel (1839 : Myrtle Beach MOUs)

effective upon the date of approval by the respective governing body as shown herein.

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

I. DEFINITIONS

As used in this Contract:

“Law enforcement agency” means any state, county, municipal, or local law enforcement authority that enters into a contractual agreement for the procurement of law enforcement support services.

“Law enforcement provider” means any in-state or out-of-state law enforcement authority that provides law enforcement services to a law enforcement agency pursuant to this chapter.

“Law enforcement services” means any law enforcement assistance or service for which a fee is paid based on a contractual agreement.

II. THE SPECIFIC SERVICES TO BE PROVIDED

A. The law enforcement provider named above shall provide traditional public safety activities in concert with the requesting law enforcement agency, the City of Myrtle Beach.

B. The law enforcement services shall be performed each year beginning in 2015 running through 2020, during and over a specified time period beginning on the Thursday preceding Memorial Day Weekend through the Monday following Memorial Day Weekend of each year, during a time commonly known as Black Bike Week, aka Atlantic Beach Bikefest.

C. The law enforcement services and purposes include patrol services, crowd control and traffic control, and other emergency service situations, and the maintenance of the public peace and welfare.

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

III. THE FINANCIAL AGREEMENTS BETWEEN THE PARTIES

A. The City of Myrtle Beach shall provide lodging, meals and pay the individual officer a total per diem of \$200.

B. The assistance and support of the law enforcement agency made pursuant to this Contract shall in no manner affect or reduce the compensation, pension or retirement rights of the officers of the providing law enforcement agency.

IV. THE RECORDS TO BE MAINTAINED

- A. All records of compensation, participation, and law enforcement services and assignments shall be maintained by the City of Myrtle Beach.
- B. All records of law enforcement actions, including arrest, incarceration and prosecution, shall be maintained by the prosecuting entity, either in the City of Myrtle Beach or the County of Horry, or the applicable Federal District Court, as required by law and crime classification.

V. CONTRACT MODIFICATION OR TERMINATION

- A. Either law enforcement agency, or governing body may modify the contract with the consent of the other.
- B. Either law enforcement agency, or governing body may terminate the contract, when in the judgment of the head of the law enforcement agency, exigent circumstances require a termination.
- C. The parties mutually agree that the governing bodies may modify or terminate by way of Resolution, after the initial contract has been approved by ordinance.

VI. THE LEGAL CONTINGENCIES FOR ANY LAWSUITS OR THE PAYMENT OF DAMAGES.

- A. Each law enforcement agency shall bear legal responsibility for the conduct of its law enforcement personnel in lawsuit or payment of damages.

B. In recognition of that both entities are subdivisions of the state, neither agency can indemnify or hold harmless the other.

VII. WHICH LAW ENFORCEMENT AUTHORITY MAINTAINS CONTROL

The City of Myrtle Beach Police Chief shall exercise authority in command and control in assignment of duties during the time of assistance and support.

VIII. 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 damage 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.

IX. LAW ENFORCEMENT RIGHTS, DUTIES AND RESPONSIBILITIES INTACT

A. The officers of the law enforcement provider have the same legal rights, powers, and duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services.

B. Nothing in Chapter 23 of the South Carolina Code, or this contract may be construed to alter, amend, or affect any rights, duties, or responsibilities of law enforcement authorities established by South Carolina's constitutional or statutory laws or established by the ordinances of South Carolina's political subdivisions, except as expressly provided for in Chapter 23 of the South Carolina Code.

X. APPROVALS AND NOTICE OF CONTRACTS NEEDED.

A. This contract shall be approved by the appropriate state, county or local law enforcement authority's chief executive officer.

B. A state law enforcement authority must provide a copy of the agreement to the Governor and the Executive Director of the State Budget and Control Board no later than one business day after executing the agreement.

C. An agreement entered into with a local law enforcement authority pursuant to this chapter must be approved by the governing body of each jurisdiction.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

Signatures on page 7

CITY OF MYRTLE BEACH

Approved by the Governing Body _____;

Attested by Clerk _____.

By: Chief of Police

John Pedersen, City Manager or designee

THE _____

Approved by the Governing Body _____;

Attested by Clerk _____.

By: Sheriff or Chief of Police

Chairman, Administrator, Manager, Mayor

Attachment: Myrtle Beach MOU Personnel (1839 : Myrtle Beach MOUs)