

CITY OF MYRTLE BEACH  
COUNTY OF HORRY  
STATE OF SOUTH CAROLINA

MEMORANDUM OF UNDERSTANDING

This agreement is made and entered by and between the Town of Surfside Police Department 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 23-1-210 provides for the temporary transfer of law enforcement officers pursuant to written agreement; and

WHEREAS, S.C. Code Ann Section 23-1-215 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 services related to inmate housing, 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

Use of the Myrtle Beach Police Department Detention Center for inmate housing by the Town of Surfside Police Department personnel.

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 housing.

Primary Responsibility. It is agreed and understood that the primary responsibility of the City of Myrtle Beach Police Department is to provide detention services within the geographical boundaries of their respective jurisdiction to the Town of Surfside Police Department. The Town of Surfside Police Department shall pay a fee of \$25 per day per inmate for this service.

Responsibility to J. Ruben Long Detention Center. It is agreed and understood that the Town of Surfside Beach Police Department shall be responsible to the JRLDC for all additional costs included but not limited to the average daily housing fee.

Compensation and Reimbursement. The parties agree that compensation and/or reimbursement for services provided hereunder is \$25 per day per inmate not to include medical charges and/or fees if additional medical services are render. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

Medical Care. The Town of Surfside Police Department is required to provide all medical care prior to transfer of custody. In the event an inmate is in need of medical care once custody is transferred from the Town of Surfside Police Department to the Myrtle Beach Police Department, the Town of Surfside Police Department will be required to respond back to the Myrtle Beach Police Department Detention Center to transport and take custody of the inmate to the hospital for care at cost.

Records. The Town of Surfside Police Department shall be primarily responsible to maintain records relating to all transferred inmates. Each party shall make these records available to the other party upon request and without cost.

Freedom of Information Act ("FOIA") Requests. The Town of Surfside Police Department 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 Town of Surfside Police Department 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 at least 30 days prior 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 of Surfside Beach

\_\_\_\_\_  
Signature

Date approved for execution by Town Council: \_\_\_\_\_

Approved by City of Myrtle Beach

\_\_\_\_\_  
City Manager

Date approved for execution by City Council: \_\_\_\_\_