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MEMORANDUM

To: Honorable Mayor and City Council
From: Billy Grogan, Chief of Police
Date: March 23, 2015
Subject: Mutual Aid Agreement with City of Myrtle Beach, South Carolina

ITEM DESCRIPTION

An Intergovernmental Agreement between the City of Dunwoody and the City of Myrtle Beach to provide police assistance during Myrtle Beach Bike Week.

BACKGROUND

The Myrtle Beach Police Department has faced significant public safety challenges in the past during the annual Myrtle Beach Bike Week. Because of these challenges, the City of Myrtle Beach has asked for law enforcement assistance from other agencies within South Carolina as well as from agencies in states surrounding South Carolina.

With Council approval, the Dunwoody Police Department would like to send four officers to assist the Myrtle Beach Police Department in response to their request to help make this a safe event. A large scale event such as this one will also provide very valuable experience for our staff in responding to large scale events.

The request for assistance is for May 22-24, 2015, which is Memorial Day weekend. The Dunwoody Police Department will not be negatively impacted by providing this assistance.

FUNDING

The City of Myrtle Beach will provide each officer with lodging and a debit card for food. In addition, the City of Dunwoody will be reimbursed for all overtime costs.

RECOMMENDED ACTION

At this time, staff recommends the City Council approve this Mutual Aid Agreement with the City of Myrtle Beach.

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

**STATE OF GEORGIA
CITY OF DUNWOODY**

**MUTUAL AID AGREEMENT AND
TEMPORARY TRANSFER OF LAW ENFORCEMENT OFFICERS.**

THIS AGREEMENT made and entered into this _____ day of _____ 2015, by and between the City of Myrtle Beach and the City of Dunwoody, Georgia.

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; and

WHEREAS, the General Assembly of South Carolina authorizes a law enforcement agency of this State to enter into contractual agreements with other law enforcement providers in this and other states, where permitted by law, as may be necessary for the proper and prudent exercise of public safety functions; and

WHEREAS, 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; and

WHEREAS, all contractual agreements shall adhere to the requirements contained in the governing law of each jurisdiction; and

WHEREAS, the City of Myrtle Beach desires to enter into such an agreement with The City of Dunwoody, Georgia for the purpose of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, or other emergency situations; and,

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties hereto.

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

- A. Any municipal or county law enforcement officer may be transferred on a temporary basis to work in law enforcement in any other municipality or county in this State or another state, when permitted, under the conditions set forth in this section, and when so transferred shall have all powers and authority of a law enforcement officer employed by the jurisdiction to which he is transferred.
- B. Prior to any transfer as authorized in subsection (A), the concerned municipalities or counties shall enter into written agreements stating the conditions and terms of the temporary employment of officers to be transferred. The bond for any officer transferred shall include coverage for his activity in the municipality or county to which he is transferred in the same manner and to the same extent provided by bonds of regularly employed officers of that municipality or county.
- C. Agreements made pursuant to subsection (B) shall provide that temporary transfers shall in no manner affect or reduce the compensation, pension or retirement rights of transferred officers and such officers shall continue to be paid by the county or municipality where they are permanently employed, with the sending county or municipality being reimbursed for their services by the county or municipality to which they are transferred.
- D. The assistance to be rendered pursuant to this agreement shall solely involve the temporary transfer of law enforcement officers from one party's jurisdiction to the other. When so transferred, such law enforcement officers shall have all the powers and

authority of a law enforcement officer employed by the jurisdiction to which he is transferred.

- E. The activation of the temporary status shall not exceed five (5) days, upon notice of need by either party.
- F. The temporary transfer of law enforcement officers may be requested in response to the needs of the receiving agency for any law enforcement related purpose, including, but not limited to emergency situations, riot, disorder, natural disaster, mass processing of arrests, transporting of prisoners and operating temporary detention facilities.
- G. 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.
- H. The temporary transfer of law enforcement made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension or retirement rights of such transferred officers, and such officers temporarily transferred shall receive a per diem from the transferring City in accordance with the policies of the transferring City established for purposes thereof.
- I. It is agreed and understood that the parties shall be solely responsible for maintaining insurance protection and workers compensation coverage on its employees at all times.
- J. Each City will be responsible for legal actions and claims arising from law enforcement acts within the scope and duty of its officers and neither City or its Public Safety Agency requesting assistance pursuant to the provisions of this Agreement shall be liable for any acts or omissions of employees of a responding Public Safety Agency rendering assistance under this Agreement.

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

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

M. This Agreement may be terminated at any time upon written notice to the other party hereto.

N. Express Incorporation of Georgia State Law.

This Agreement shall incorporate all the requirements of O.C.G.A. §§ 36-69-4 through 36-69-8.

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

_____ CITY OF MYRTLE BEACH
 By: _____

 John Pedersen, City Manager or designee

_____ CITY OF DUNWOODY, GEORGIA
 By: _____

 City Manager _____

Myrtle Beach Police Department Officer Assistance Form
Memorial Day Weekend
May 21 – May 25, 2015

#9.

Memorial Day Weekend event assistance will begin Friday, May 22, 2015. Officers assisting during the weekend are requested to arrive (unless previously arranged) on Thursday, May 21, 2015 to attend the 17:00 meeting at the Myrtle Beach Convention Center located at 21st Avenue North and Oak Street (see second page for directions). Check-in will start as early as 15:00. Prior to the meeting officers will receive duty assignment, per diem in the form of a debit card and lodging information. The event briefing is mandatory (unless previously arranged) and will include information pertaining to specific weekend events, food, hospitality suites as well as information from the hosting agency (Myrtle Beach Police Department), the Department of Justice and the City of Myrtle Beach Mayor.

Please complete the information below in reference to preferred duty assignments, lodging and days of service. Please keep in mind that although we would prefer to allow everyone to work in their requested area, the assignments are based on the needs of the event, which is primarily in the Waterfront area unless another need arises or if identified as a specialized unit. In addition we are asking all Officers to bring their safety vest, if available. Should you have any questions, please contact Cpt. Amy Prock at (843) 918-1306. Thank you in advance for your assistance and support. Upon completion of the form please email it to me at aprock@cityofmyrtlebeach.com or fax it to (843) 918-1377.

Last Name: _____ First Name: _____

Rank: _____

Contact Number: _____

E-mail Address: _____

Agency: _____

Arrival Date: _____

Days Available: Friday, May 22 Saturday, May 23
 Sunday, May 24

Assignment Preference: Waterfront
 Other _____

Shift Preference: 12 hour shift days 12 hour shift nights

Loaner Radio needed: Yes No or Radio Programming Needed: Yes

Safety Vest Available: Yes No

Lodging – Roommate Request

Name of Officer: _____

Office Use Only

Lodging Location: _____

#9.

Directions to Myrtle Beach Convention Center

From Conway

Distance: 12.1 miles

Total Estimated Time: 20 minutes

Driving Directions

1. Take US-501 S. To Myrtle Beach 9.19 Miles
2. Merge onto US-17 N/US-17 BYP N toward NORTH MYRTLE BEACH. 1.62 Miles
3. Turn RIGHT onto 21ST AVE N. 1.29 Miles
4. Turn LEFT onto OAK ST. 0.00 Miles

From North Myrtle Beach

Distance: 15.87 miles

Total Estimated Time: 27 minutes

Driving Directions Distance

1. Turn LEFT onto US-17 S. 8.04 Miles
2. Turn SLIGHT RIGHT onto ramp to US 17 Bypass. 0.62 Miles
3. Merge onto US-17 BYPASS S. 5.92 Miles
4. Turn LEFT onto 21ST AVE N 1.29 Miles
5. Turn LEFT onto OAK ST. 0.00 Miles

From Surfside Beach/Garden City/Murrells Inlet

Distance: 15.16 miles

Total Estimated Time: 23 minutes

Driving Directions Distance

1. Take US-17 Business N. (Distance is from Murrells Inlet, Garden City and Surfside Beach are slightly less) 13.87 Miles
2. Turn Left onto 21ST AVE N. 0.50 Miles
3. Turn LEFT onto OAK ST. 0.00 Miles

From Litchfield Beach/Pawley's Island

Distance: 25.49 miles

Total Estimated Time: 36 minutes

Driving Directions Distance

1. Take on US-17 N toward Myrtle Beach 24.20 Miles
2. Turn RIGHT onto 21ST AVE N. 1.29 Miles
3. Turn LEFT onto OAK ST. 0.00 Miles

From US 17 Bypass North

Distance: 5.83 miles

Total Estimated Time: 12 minutes

Driving Directions Distance

1. Take on US-17 Bypass N. going South 4.54 Miles
2. Turn Left onto 21ST AVE N. 1.29 Miles
3. Turn LEFT onto OAK ST. 0.00 Miles

From US 17 Bypass South

Distance: 6.59 miles

Total Estimated Time: 15 minutes

Driving Directions Distance

1. Take US-17 Bypass S. going North 5.30 Miles
2. Turn RIGHT onto 21ST AVE N. 1.29 Miles
3. Turn LEFT onto OAK ST. 0.00 Miles

From US 17 Business North

Distance: 4.73 miles

Total Estimated Time: 10 minutes

Driving Directions Distance

1. Take N KINGS HWY/US-17 Business going South 4.54 Miles
2. Turn RIGHT onto 21ST AVE N. 0.19 Miles

From US 17 Business South

Distance: 4.49 miles

Total Estimated Time: 9.5 minutes

Driving Directions Distance

1. Take S KINGS HWY/US-17 Business going North 4.30 Miles
2. Turn RIGHT onto 21ST AVE N. 0.19 Miles
3. Turn LEFT onto OAK ST. 0.00 Miles