

MUTUAL AID AGREEMENT

This Mutual Aid Agreement (the "Agreement") is made and entered by and between the Children's Recovery Center ("CRC") and the City of Myrtle Beach Police Department ("MBPD") (each a "Party" and collectively the "Parties") and shall be effective on the date that the Agreement has been signed by both Parties and approved by their respective governing bodies.

WHEREAS, sections 23-20-10 through 23-20-60 of the South Carolina Code of Laws (1976, as amended), authorize law enforcement agencies to enter into contractual agreements with other 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; and

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the Parties when investigating or providing evidence regarding suspected/reported child maltreatment.

WHEREAS, the CRC seeks to provide a safe environment, where confidential forensic data is collected and shared with members of the MBPD for case staffing and disposition. This process will ensure that the physical and emotional well-being of maltreated children and their non-offending family members will be met.

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 be the CRC's sharing of data regarding the maltreatment of children with the MBPD.

Primary Responsibility. The Parties' primary responsibilities are the sharing of data regarding the maltreatment of children.

Request for Assistance. Requests for assistance shall be made by authorized members of each Party. Each party may determine who has authority to request assistance from the other.

Reply. Replies to requests for assistance shall be made by authorized members of each party. Each Party may determine who has authority to reply to requests for assistance.

Officer-in-Charge. Not applicable.

Release. Not applicable.

Vesting of Authority and Jurisdiction. Not applicable.

Radio Communications. Not applicable.

Compensation and Reimbursement. Not applicable.

Equipment and Facilities. Not applicable.

Records. Each Party shall be primarily responsible for maintaining their records.

Freedom of Information Act ("FOIA") Requests. The MBPD shall be primarily responsible for responding to FOIA requests relating to the incident or event for which assistance has been requested.

Insurance and Bond. Not applicable.

Employment Status. Not applicable.

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/or 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 supersede any existing agreements between the Parties concerning the subject matter of mutual aid.

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

Duration. This agreement shall remain in effect and will be renewed on an annual basis.

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.

Choice of Law. This Agreement shall be governed and interpreted under the laws of the State of South Carolina.

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

Approved by Children's Recovery Center:

Louise Carson
Signature

Louise Carson
Printed Name

Executive Director
Position

Date approved for execution: _____

Approved by City of Myrtle Beach:

City Manager

Date approved for execution by City Council: _____