

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, THE
SOUTH CAROLINA LAW ENFORCEMENT DIVISION, AND THE SOUTH
CAROLINA DEPARTMENT OF NATURAL RESOURCES**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the South Carolina Department of Public Safety (SCDPS), the South Carolina Law Enforcement Division (SLED), and the South Carolina Department of Natural Resources (DNR) to memorialize the parties' agreement to convene an Accident Review Board for the purpose of reviewing traffic collisions involving employees of the parties.

1. Creation of the Traffic Collision Review Board

A. Pursuant to S.C. Code §1-11-220, et seq., the parties agree to create a joint Traffic Collision Review Board (Board). The Board shall review incidents in which a state-owned vehicle operated by an employee of one of the parties collides with one or multiple vehicle(s), stationary object(s), pedestrian(s), or animal(s).

B. The Board shall establish procedures in respect to quorum, location, and agenda of a meeting.

2. Composition of the Traffic Collision Review Board

Each agency may designate up to three employees to serve as members of the Board.

3. Chair of the Board

A representative from SCDPS shall serve as Chair of the Board.

4. Call of Meetings

Board meetings may be called by either the Chair of the Board or the majority of the members of the Board. Board meetings shall be held at least every three months, but more often if determined necessary by the Chair or majority members of the Board.

5. Board Reviews

A. Each member of the Board in attendance at a Board meeting shall participate in a review of the traffic collisions presented to the Board, unless the Board member recuses himself/herself from a review.

B. When reviewing a Traffic Collision, the Board shall also consider the employee's driving record when determining how the Traffic Collision should be classified. For purposes of the Board's review, the appropriate term or combination of terms listed below shall be used to classify a Traffic Collision.

1. Traffic Collision
2. Traffic Collision, Preventable
3. Traffic Collision, Reportable
4. Traffic Collision, Serious
5. At-Fault/Not At-Fault
6. Incapacitating Personal Injury
7. Law Enforcement Officer
8. Line of Duty

C. Upon completion of the Board's review, Recorders shall forward the Board's decision including the Traffic Collision's classification and a copy of all information considered in making the decision to the appropriate designee within their respective agency. The Board shall not issue any recommendation for discipline to the respective agency.

D. All decisions of the Board shall be determined by a majority vote of all members.

E. The Board shall establish its own quorum for conducting meetings. However, the Chair of the Board shall make every effort to schedule Board meetings so as to ensure maximum attendance of all Board members.

F. To ensure uniformity in decisions of the Board, Board members shall not send proxies to the meetings.

G. The Chair of the Board shall transmit final decisions of the Board to the respective agency heads.

6. Presenters

A. Each party shall also designate an employee to serve as a presenter ("Presenter") at Board meetings. The Presenter may also be a Board member.

B. Presenters are responsible for researching and presenting facts to the Board regarding each of the Traffic Collisions for his/her agency.

7. Recorder

A. SCDPS shall provide a recorder to the Board who shall prepare letters for the Chair of the Board's signature declaring the decision of the Board concerning the traffic collisions ("Recorder").

B. The Recorder may not vote on matters presented to the Board nor can he/she participate in the deliberative process, except to answer a member's questions regarding procedures.

8. Modifications

This MOU may only be modified in writing with the express consent of the parties.

9. Duration/Termination

The terms of this MOU will take effect on the date of the last signature of the parties. Unless terminated by either party upon thirty (30) days written notice to the other, this MOU shall remain in full force and effect for a period of five (5) years. This MOU shall automatically renew for successive five (5) year terms unless any party elects to terminate earlier.

10. Counterparts


This MOU may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

Mark Keel, Chief
South Carolina Law Enforcement Division

Leroy Smith, Director
South Carolina Department of Public Safety

Date

Date



Alvin A. Taylor, Director
South Carolina Department of Natural Resources

6-19-18
Date

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ALW*
6/19/2018
Date

Date

Alvin A. Taylor, Director
South Carolina Department of Natural Resources

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9. Duration/Termination

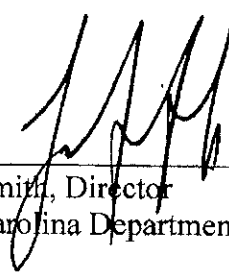
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