REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: May 6, 2024

Agenda Item: 5B	Prepared for: Chris Noury, City Attorney
Agenda Section: Consent: Resolution	Date: April 25, 2024
Subject: A Resolution to approve Mutual Aid Agreements for the 2024 Memorial Day Bike Week	Division: Legal

Background:

Attached is a Resolution to approve the Mutual Aid Agreements for the 2024 Memorial Day Bike Week Event. The City will be assisted this year with law enforcement officers from the following police agencies within the State of South Carolina:

Clemson Police Department
Conway Police Department
Irmo Police Department
Moncks Corner Police Department
Mullins Police Department
Summerville Police Department
York Police Department

Recommended Action:

Adoption of the Resolution

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney

Council Action:

Motion By_____ 2nd By_____ To_____

A RESOLUTION

A RESOLUTION TO APPROVE THE MUTUAL AID AGREEMENTS FOR THE 2024 MEMORIAL DAY BIKE WEEK EVENT BETWEEN THE CITY OF NORTH MYRTLE BEACH AND THE BELOW REFERENCED LAW ENFORCEMENT AGENCIES AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE MUTUAL AID AGREEMENTS ON BEHALF OF THE CITY.

Clemson Police Department
Conway Police Department
Irmo Police Department
Moncks Corner Police Department
Mullins Police Department
Summerville Police Department
York Police Department

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL FOR THE CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA:

Section 1: The Mutual Aid Agreements referenced above are hereby approved.

Section 2: The City Manager is authorized to sign the Mutual Aid Agreements on behalf of the City.

Section 3: The Resolution shall become effective upon the date of passage.

Resolved this the Sixth Day of MAY 2024.

_____ ATTEST:

Mayor Hatley

_____

City Clerk

Resolution: 24-01

State of South Carolina	)	**MUTUAL AID AND LAW ENFORCEMENT SUPPORT AGREEMENT BETWEEN THE CITY OF NORTH MYRTLE BEACH AND THE CLEMSON POLICE DEPARTMENT**
	)	
County of Horry	)	

Whereas, the Law Enforcement and Support Act (the Act), beginning at § 23-20-10 et seq. of the South Carolina Code of Laws, § 23-20-30 provides " Any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements for the proper and prudent exercise of public safety functions. All agreements must adhere to the requirements contained in § 23-20-40"; and

Whereas, § 23-20-20(4) of the Act defines a Mutual Aid Agreement as "any agreement entered into on behalf of a law enforcement agency in this State for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines, including, but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Such agreements must not be permitted for the sole purpose of speed enforcement"; and

Whereas, § 23-20-20 also defines the following as:

(1) "Law enforcement agency" means any state, county, municipal, or local law enforcement authority that enters into an agreement for the procurement of law enforcement support services.

(2) "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.

(3) "Law enforcement services" means any law enforcement assistance or service performed by a certified law enforcement officer; and

(4) "Mutual aid agreement" means any agreement entered into on behalf of a law enforcement agency in this State for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines, including, but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Such agreements must not be permitted for the sole purpose of speed enforcement.

Whereas, § 23-20-40 provides

(A) All mutual aid agreements for law enforcement services must be in writing and include, but may not be limited to, the following:

(1) a statement of specific services to be provided;
(2) specific language dealing with financial agreements between the parties;
(3) specification of the records to be maintained concerning the performance of services to be provided to the agency;
(4) language dealing with the duration, modification, and termination of the agreement;
(5) specific language dealing with the legal contingencies for any lawsuits or the payment of damages that arise from the provided services;
(6) a stipulation as to which law enforcement authority maintains control over the law enforcement provider's personnel;
(7) specific arrangements for the use of equipment and facilities; and
(8) specific language dealing with the processing of requests for information pursuant to the Freedom of Information Act for public safety functions performed or arising under these agreements.

(B) Except as provided in subsection (C), a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing bodies of each concerned county, incorporated municipality, or other political subdivision of this State. Agreements entered into are executed between governing bodies, and, therefore, may last until the agreement is terminated by a participating party of the agreement.

(C) An elected official whose office was created by the Constitution or by general law of this State is not required to seek approval from the elected official's governing body in order to participate in mutual aid agreements.

NOW THEREFORE, PURSUANT TO THE CODE OF LAWS OF SOUTH CAROLINA, SECTION 23-20-10 ET SEQ, THE NORTH MYRTLE BEACH POLICE DEPARTMENT (NMBPD) AND CLEMSON POLICE DEPARTMENT THE PARTIES AGREE AS FOLLOWS:

1. **TEMPORARY TRANSFER OF OFFICERS, SPECIFIC SERVICES TO BE PROVIDED, MODIFICATION AND TERMINATION OF AGREEMENT:**

(a) CPD shall provide Officers on a temporary basis to provide law enforcement services in the City of North Myrtle Beach, South Carolina during the Memorial Day Bike Event beginning on May 21, 2024 through May 27, 2024. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 23,

2024, and ending at 11:59 p.m. on May 27, 2024. However, the CPD shall not be required to begin providing assistance until May 24, 2024 continuing through May 27, 2024 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 24, 2024 during the above referenced effective period.

(b) The specific law enforcement services that the CPD shall provide include, but are not limited to, patrol services, crowd control, and traffic control.

(c) This agreement shall terminate, as indicated in paragraph 1(a) on Monday, May 27, 2024 at 11:59 pm. This agreement shall not be modified unless both parties consent, in writing, to a modification. The terms of the modification shall be in writing and shall become a part of the original Agreement.

2. AUTHORITY

(a) The North Myrtle Beach City Council has approved this Agreement and has authorized the CPD to request the temporary transfer of law enforcement officers from the CPD to the extent of available personnel and equipment not required for the adequate protection of the remainder of The City of Clemson. The Police Chief or commanding officer of the CPD shall determine the amount of personnel and equipment available for law enforcement aid in North Myrtle Beach. The decision of the Police Chief or the commanding officer of the CPD shall be final.

(b) The City of Clemson authorizes the Chief of the CPD or his designee to render temporary law enforcement aid to the NMBPD to the extent of available personnel and equipment not required for adequate protection of the remainder of the City of Clemson.

(c) Law enforcement officers from the CPD acting under this Agreement shall be commanded by superior authority from within the CPD to maintain the peace or perform duties in the municipality of North Myrtle Beach, South Carolina. While in North Myrtle Beach, officers from the CPD shall be under the direction and authority of a designated person from the CPD. The designated person from the CPD with authority over the officers from the CPD shall in turn be under the direction and authority of Chief of Police for the NMBPD or the Chief's designee. Officers from the CPD transferred to perform law enforcement duties within the City of North Myrtle Beach shall have all powers and authority of a law enforcement officer employed by the City of North Myrtle Beach. The bond for any officer transferred from the CPD shall include coverage for his/her activity in the municipality of North Myrtle Beach in the same manner and to the same extent provided by bonds of officers employed by the NMBPD.

3 COMPENSATION

The NMBPD shall provide a thirty-five dollar ($35) per diem to each officer from the CPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the CPD transferred

to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the CPD the rate of salary or the hourly rate of wages for each officer transferred from the CPD. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. CPD shall submit an invoice to the NMBPD within thirty (30) days from May 27, 2024 regarding reimbursement for officers transferred pursuant to this Agreement. Reimbursement shall not include travel expenses.

Other than the compensation to be paid to the CPD as indicated above, the NMBPD shall not be obligated to pay additional remuneration to the CPD however, in in the event any extraordinary cost is incurred by the CPD in the rendering of law enforcement services pursuant to this Agreement, the CPD may submit a request for compensation to off-set any extraordinary cost. The NMBPD shall not unreasonably withhold payment to the CPD for any extraordinary costs incurred by the CPD while rendering law enforcement services pursuant to this Agreement.

The temporary transfer of officers from the CPD to the NMBPD pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of transferred or assigned officers and such officers shall continue to be paid by the City of Clemson where such officers are permanently employed.

4. **LIABILTY**

(a) To the extent permitted by law, and without waiving sovereign immunity, each agency shall be responsible for any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing law enforcement services under this agreement.

(b) The NMBPD and the City of North Myrtle Beach shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the CPD or the City of Clemson under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. The NMBPD and the City of Clemson shall be responsible for payment of compensation and benefits only to their respective employees.

(c) All individuals retain all compensation, pension, retirement and disability rights while performing duties in accordance with this agreement, and all officers shall continue to be paid by the entity where they are permanently employed as of the dates services are rendered.

(d) This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action under this agreement for any cause of action whatsoever.

5. **EQUIPMENT AND FACILITIES**

The CPD may utilize equipment from its own agency, if approved of by the Chief of Police for the NMBPD or his designee, in carrying out law enforcement services pursuant to this Agreement.

6. RECORDS

In the event that it is necessary for any officer with the CPD to issue a uniform traffic ticket, prepare an incident report, traffic accident report, and/or prepare any document(s) necessary for the issuance of an arrest warrant, the originals of the above stated documents shall remain with and be maintained by the NMBPD. In the event it is necessary for an officer with the CPD to return to the City of North Myrtle Beach to aid in the prosecution of any traffic citation issued or arrest warrant obtained by, or with the assistance of, any officer from the CPD while he/she was performing law enforcement services pursuant to this Agreement, such officer shall reasonably cooperate with the NMBPD to return to North Myrtle Beach for the purpose of providing testimony if the matter is to be disposed of via bench trial or jury trial. The NMBPD shall pay for the officer's mileage at the prevailing IRS mileage rate.

7. PROCESSING REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Any requests for information submitted to the City of North Myrtle Beach and/or the North Myrtle Beach Police Department pursuant to the South Carolina Freedom of Information Act (FOIA) regarding public safety functions performed or arising under these agreements shall be processed by the City of North Myrtle Beach. Any requests for information submitted to CLEMSON POLICE DEPARTMENT pursuant to the South Carolina Freedom of Information Act (FOIA) regarding public safety functions performed or arising under these agreements shall be processed by CLEMSON POLICE DEPARTMENT.

Michael G. Mahaney, City Manager City of North Myrtle Beach	Jorge Campos, Chief of Police Clemson Police Department
Date: 4.24.2024	Date: 2-20-24

State of South Carolina	)	**MUTUAL AID AND LAW ENFORCEMENT SUPPORT AGREEMENT BETWEEN THE CITY OF NORTH MYRTLE BEACH AND THE CONWAY POLICE DEPARTMENT**
	)	
County of Horry	)	

Whereas, the Law Enforcement and Support Act (the Act), beginning at § 23-20-10 et seq. of the South Carolina Code of Laws, § 23-20-30 provides " Any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements for the proper and prudent exercise of public safety functions. All agreements must adhere to the requirements contained in § 23-20-40"; and

Whereas, § 23-20-20(4) of the Act defines a Mutual Aid Agreement as "any agreement entered into on behalf of a law enforcement agency in this State for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines, including, but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Such agreements must not be permitted for the sole purpose of speed enforcement"; and

Whereas, § 23-20-20 also defines the following as:

(1) "Law enforcement agency" means any state, county, municipal, or local law enforcement authority that enters into an agreement for the procurement of law enforcement support services.

(2) "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.

(3) "Law enforcement services" means any law enforcement assistance or service performed by a certified law enforcement officer; and

(4) "Mutual aid agreement" means any agreement entered into on behalf of a law enforcement agency in this State for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines, including, but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Such agreements must not be permitted for the sole purpose of speed enforcement.

Whereas, § 23-20-40 provides

(A) All mutual aid agreements for law enforcement services must be in writing and include, but may not be limited to, the following:

(1) a statement of specific services to be provided;
(2) specific language dealing with financial agreements between the parties;
(3) specification of the records to be maintained concerning the performance of services to be provided to the agency;
(4) language dealing with the duration, modification, and termination of the agreement;
(5) specific language dealing with the legal contingencies for any lawsuits or the payment of damages that arise from the provided services;
(6) a stipulation as to which law enforcement authority maintains control over the law enforcement provider's personnel;
(7) specific arrangements for the use of equipment and facilities; and
(8) specific language dealing with the processing of requests for information pursuant to the Freedom of Information Act for public safety functions performed or arising under these agreements.

(B) Except as provided in subsection (C), a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing bodies of each concerned county, incorporated municipality, or other political subdivision of this State. Agreements entered into are executed between governing bodies, and, therefore, may last until the agreement is terminated by a participating party of the agreement.

(C) An elected official whose office was created by the Constitution or by general law of this State is not required to seek approval from the elected official's governing body in order to participate in mutual aid agreements.

NOW THEREFORE, PURSUANT TO THE CODE OF LAWS OF SOUTH CAROLINA, SECTION 23-20-10 ET SEQ, THE NORTH MYRTLE BEACH POLICE DEPARTMENT (NMBPD) AND CONWAY POLICE DEPARTMENT THE PARTIES AGREE AS FOLLOWS:

1. **TEMPORARY TRANSFER OF OFFICERS, SPECIFIC SERVICES TO BE PROVIDED, MODIFICATION AND TERMINATION OF AGREEMENT:**

(a) CPD shall provide Officers on a temporary basis to provide law enforcement services in the City of North Myrtle Beach, South Carolina during the Memorial Day Bike Event beginning on May 21, 2024 through May 27, 2024. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 23,

2024, and ending at 11:59 p.m. on May 27, 2024. However, the CPD shall not be required to begin providing assistance until May 24, 2024 continuing through May 27, 2024 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 24, 2024 during the above referenced effective period.

(b) The specific law enforcement services that the CPD shall provide include, but are not limited to, patrol services, crowd control, and traffic control.

(c) This agreement shall terminate, as indicated in paragraph 1(a) on Monday, May 27, 2024 at 11:59 pm. This agreement shall not be modified unless both parties consent, in writing, to a modification. The terms of the modification shall be in writing and shall become a part of the original Agreement.

2. AUTHORITY

(a) The North Myrtle Beach City Council has approved this Agreement and has authorized the CPD to request the temporary transfer of law enforcement officers from the CPD to the extent of available personnel and equipment not required for the adequate protection of the remainder of The City of Conway. The Police Chief or commanding officer of the CPD shall determine the amount of personnel and equipment available for law enforcement aid in North Myrtle Beach. The decision of the Police Chief or the commanding officer of the CPD shall be final.

(b) The City of Conway authorizes the Chief of the CPD or his designee to render temporary law enforcement aid to the NMBPD to the extent of available personnel and equipment not required for adequate protection of the remainder of the City of Conway.

(c) Law enforcement officers from the CPD acting under this Agreement shall be commanded by superior authority from within the CPD to maintain the peace or perform duties in the municipality of North Myrtle Beach, South Carolina. While in North Myrtle Beach, officers from the CPD shall be under the direction and authority of a designated person from the CPD. The designated person from the CPD with authority over the officers from the CPD shall in turn be under the direction and authority of Chief of Police for the NMBPD or the Chief's designee. Officers from the CPD transferred to perform law enforcement duties within the City of North Myrtle Beach shall have all powers and authority of a law enforcement officer employed by the City of North Myrtle Beach. The bond for any officer transferred from the CPD shall include coverage for his/her activity in the municipality of North Myrtle Beach in the same manner and to the same extent provided by bonds of officers employed by the NMBPD.

3 COMPENSATION

The NMBPD shall provide a thirty-five dollar ($35) per diem to each officer from the CPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the CPD transferred

to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the CPD the rate of salary or the hourly rate of wages for each officer transferred from the CPD. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. CPD shall submit an invoice to the NMBPD within thirty (30) days from May 27, 2024 regarding reimbursement for officers transferred pursuant to this Agreement. Reimbursement shall not include travel expenses.

Other than the compensation to be paid to the CPD as indicated above, the NMBPD shall not be obligated to pay additional remuneration to the CPD however, in in the event any extraordinary cost is incurred by the CPD in the rendering of law enforcement services pursuant to this Agreement, the CPD may submit a request for compensation to off-set any extraordinary cost. The NMBPD shall not unreasonably withhold payment to the CPD for any extraordinary costs incurred by the CPD while rendering law enforcement services pursuant to this Agreement.

The temporary transfer of officers from the CPD to the NMBPD pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of transferred or assigned officers and such officers shall continue to be paid by the City of Conway where such officers are permanently employed.

4. LIABILTY

(a) To the extent permitted by law, and without waiving sovereign immunity, each agency shall be responsible for any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing law enforcement services under this agreement.

(b) The NMBPD and the City of North Myrtle Beach shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the CPD or the City of Conway under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. The NMBPD and the City of Conway shall be responsible for payment of compensation and benefits only to their respective employees.

(c) All individuals retain all compensation, pension, retirement and disability rights while performing duties in accordance with this agreement, and all officers shall continue to be paid by the entity where they are permanently employed as of the dates services are rendered.

(d) This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action under this agreement for any cause of action whatsoever.

5. EQUIPMENT AND FACILITIES

The CPD may utilize equipment from its own agency, if approved of by the Chief of Police for the NMBPD or his designee, in carrying out law enforcement services pursuant to this Agreement.

6. RECORDS

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Michael G. Mahaney, City Manager
City of North Myrtle Beach

Date: 4.24.2024

Adam Emrick, City Administrator
City of Conway

Date: 3/18/2024

State of South Carolina	)	**MUTUAL AID AND LAW ENFORCEMENT SUPPORT AGREEMENT BETWEEN THE CITY OF NORTH MYRTLE BEACH AND THE IRMO POLICE DEPARTMENT**
	)	
County of Horry	)	

Whereas, the Law Enforcement and Support Act (the Act), beginning at § 23-20-10 et seq. of the South Carolina Code of Laws, § 23-20-30 provides " Any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements for the proper and prudent exercise of public safety functions. All agreements must adhere to the requirements contained in § 23-20-40"; and

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(3) "Law enforcement services" means any law enforcement assistance or service performed by a certified law enforcement officer; and

(4) "Mutual aid agreement" means any agreement entered into on behalf of a law enforcement agency in this State for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines, including, but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Such agreements must not be permitted for the sole purpose of speed enforcement.

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(C) An elected official whose office was created by the Constitution or by general law of this State is not required to seek approval from the elected official's governing body in order to participate in mutual aid agreements.

NOW THEREFORE, PURSUANT TO THE CODE OF LAWS OF SOUTH CAROLINA, SECTION 23-20-10 ET SEQ, THE NORTH MYRTLE BEACH POLICE DEPARTMENT (NMBPD) AND IRMO POLICE DEPARTMENT THE PARTIES AGREE AS FOLLOWS:

1. **TEMPORARY TRANSFER OF OFFICERS, SPECIFIC SERVICES TO BE PROVIDED, MODIFICATION AND TERMINATION OF AGREEMENT:**

(a) IPD shall provide Officers on a temporary basis to provide law enforcement services in the City of North Myrtle Beach, South Carolina during the Memorial Day Bike Event beginning on May 21, 2024 through May 27, 2024. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 23,

2024, and ending at 11:59 p.m. on May 27, 2024. However, the IPD shall not be required to begin providing assistance until May 24, 2024 continuing through May 27, 2024 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 24, 2024 during the above referenced effective period.

(b) The specific law enforcement services that the IPD shall provide include, but are not limited to, patrol services, crowd control, and traffic control.

(c) This agreement shall terminate, as indicated in paragraph 1(a) on Monday, May 27, 2024 at 11:59 pm. This agreement shall not be modified unless both parties consent, in writing, to a modification. The terms of the modification shall be in writing and shall become a part of the original Agreement.

2. AUTHORITY

(a) The North Myrtle Beach City Council has approved this Agreement and has authorized the IPD to request the temporary transfer of law enforcement officers from the IPD to the extent of available personnel and equipment not required for the adequate protection of the remainder of The Town of Irmo. The Police Chief or commanding officer of the IPD shall determine the amount of personnel and equipment available for law enforcement aid in North Myrtle Beach. The decision of the Police Chief or the commanding officer of the IPD shall be final.

(b) The Town of Irmo authorizes the Chief of the IPD or his designee to render temporary law enforcement aid to the NMBPD to the extent of available personnel and equipment not required for adequate protection of the remainder of The Town of Irmo.

(c) Law enforcement officers from the IPD acting under this Agreement shall be commanded by superior authority from within the IPD to maintain the peace or perform duties in the municipality of North Myrtle Beach, South Carolina. While in North Myrtle Beach, officers from the IPD shall be under the direction and authority of a designated person from the IPD. The designated person from the IPD with authority over the officers from the IPD shall in turn be under the direction and authority of Chief of Police for the NMBPD or the Chief's designee. Officers from the IPD transferred to perform law enforcement duties within the City of North Myrtle Beach shall have all powers and authority of a law enforcement officer employed by the City of North Myrtle Beach. The bond for any officer transferred from the IPD shall include coverage for his/her activity in the municipality of North Myrtle Beach in the same manner and to the same extent provided by bonds of officers employed by the NMBPD.

3 COMPENSATION

The NMBPD shall provide a thirty-five dollar ($35) per diem to each officer from the IPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the IPD transferred to

the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the IPD the rate of salary or the hourly rate of wages for each officer transferred from the IPD. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. IPD shall submit an invoice to the NMBPD within thirty (30) days from May 27, 2024 regarding reimbursement for officers transferred pursuant to this Agreement. Reimbursement shall not include travel expenses.

Other than the compensation to be paid to the IPD as indicated above, the NMBPD shall not be obligated to pay additional remuneration to the IPD however, in in the event any extraordinary cost is incurred by the IPD in the rendering of law enforcement services pursuant to this Agreement, the IPD may submit a request for compensation to off-set any extraordinary cost. The NMBPD shall not unreasonably withhold payment to the IPD for any extraordinary costs incurred by the IPD while rendering law enforcement services pursuant to this Agreement.

The temporary transfer of officers from the IPD to the NMBPD pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of transferred or assigned officers and such officers shall continue to be paid by The Town of Irmo where such officers are permanently employed.

4. LIABILTY

(a) To the extent permitted by law, and without waiving sovereign immunity, each agency shall be responsible for any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing law enforcement services under this agreement.

(b) The NMBPD and the City of North Myrtle Beach shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the IPD or The Town of Irmo under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. The NMBPD and The Town of Irmo shall be responsible for payment of compensation and benefits only to their respective employees.

(c) All individuals retain all compensation, pension, retirement and disability rights while performing duties in accordance with this agreement, and all officers shall continue to be paid by the entity where they are permanently employed as of the dates services are rendered.

(d) This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action under this agreement for any cause of action whatsoever.

5. EQUIPMENT AND FACILITIES

The IPD may utilize equipment from its own agency, if approved of by the Chief of Police for the NMBPD or his designee, in carrying out law enforcement services pursuant to this Agreement.

6. RECORDS

In the event that it is necessary for any officer with the IPD to issue a uniform traffic ticket, prepare an incident report, traffic accident report, and/or prepare any document(s) necessary for the issuance of an arrest warrant, the originals of the above stated documents shall remain with and be maintained by the NMBPD. In the event it is necessary for an officer with the IPD to return to the City of North Myrtle Beach to aid in the prosecution of any traffic citation issued or arrest warrant obtained by, or with the assistance of, any officer from the IPD while he/she was performing law enforcement services pursuant to this Agreement, such officer shall reasonably cooperate with the NMBPD to return to North Myrtle Beach for the purpose of providing testimony if the matter is to be disposed of via bench trial or jury trial. The NMBPD shall pay for the officer's mileage at the prevailing IRS mileage rate.

7. PROCESSING REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Any requests for information submitted to the City of North Myrtle Beach and/or the North Myrtle Beach Police Department pursuant to the South Carolina Freedom of Information Act (FOIA) regarding public safety functions performed or arising under these agreements shall be processed by the City of North Myrtle Beach. Any requests for information submitted to IRMO POLICE DEPARTMENT pursuant to the South Carolina Freedom of Information Act (FOIA) regarding public safety functions performed or arising under these agreements shall be processed by IRMO POLICE DEPARTMENT.

Michael G. Mahaney, City Manager
City of North Myrtle Beach

Date: 4.24.2024

Bobby Dale, Chief of Police
Irmo Police Department

Date: 12 FEB. 2024

State of South Carolina	)	**MUTUAL AID AND LAW ENFORCEMENT**
	)	**SUPPORT AGREEMENT BETWEEN THE**
County of Horry	)	**CITY OF NORTH MYRTLE BEACH AND**
		Moncks Corner Police Department

Whereas, the Law Enforcement and Support Act (the Act), beginning at § 23-20-10 et seq. of the South Carolina Code of Laws, § 23-20-30 provides " Any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements for the proper and prudent exercise of public safety functions. All agreements must adhere to the requirements contained in § 23-20-40"; and

Whereas, § 23-20-20(4) of the Act defines a Mutual Aid Agreement as "any agreement entered into on behalf of a law enforcement agency in this State for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines, including, but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Such agreements must not be permitted for the sole purpose of speed enforcement"; and

Whereas, § 23-20-20 also defines the following as:

(1) "Law enforcement agency" means any state, county, municipal, or local law enforcement authority that enters into an agreement for the procurement of law enforcement support services.

(2) "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.

(3) "Law enforcement services" means any law enforcement assistance or service performed by a certified law enforcement officer; and

(4) "Mutual aid agreement" means any agreement entered into on behalf of a law enforcement agency in this State for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines, including, but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Such agreements must not be permitted for the sole purpose of speed enforcement.

Whereas, § 23-20-40 provides

(A) All mutual aid agreements for law enforcement services must be in writing and include, but may not be limited to, the following:

(1) a statement of specific services to be provided;
(2) specific language dealing with financial agreements between the parties;
(3) specification of the records to be maintained concerning the performance of services to be provided to the agency;
(4) language dealing with the duration, modification, and termination of the agreement;
(5) specific language dealing with the legal contingencies for any lawsuits or the payment of damages that arise from the provided services;
(6) a stipulation as to which law enforcement authority maintains control over the law enforcement provider's personnel;
(7) specific arrangements for the use of equipment and facilities; and
(8) specific language dealing with the processing of requests for information pursuant to the Freedom of Information Act for public safety functions performed or arising under these agreements.

(B) Except as provided in subsection (C), a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing bodies of each concerned county, incorporated municipality, or other political subdivision of this State. Agreements entered into are executed between governing bodies, and, therefore, may last until the agreement is terminated by a participating party of the agreement.

(C) An elected official whose office was created by the Constitution or by general law of this State is not required to seek approval from the elected official's governing body in order to participate in mutual aid agreements.

NOW THEREFORE, PURSUANT TO THE CODE OF LAWS OF SOUTH CAROLINA, SECTION 23-20-10 ET SEQ, THE NORTH MYRTLE BEACH POLICE DEPARTMENT (NMBPD) AND Moncks Corner Police Department (MCPD) THE PARTIES AGREE AS FOLLOWS:

1. TEMPORARY TRANSFER OF OFFICERS, SPECIFIC SERVICES TO BE PROVIDED, MODIFICATION AND TERMINATION OF AGREEMENT:

(a)MCPD shall provide Officers on a temporary basis to provide law enforcement services in the City of North Myrtle Beach, South Carolina during the Memorial Day Bike Event beginning on May 21, 2024 through May 27, 2024. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 23, 2024, and ending at 11:59

p.m. on May 27, 2024. However, the **MCPD** shall not be required to begin providing assistance until May 24, 2024 continuing through May 27, 2024 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 24, 2024 during the above referenced effective period.

(b) The specific law enforcement services that the **MCPD** shall provide include, but are not limited to, patrol services, crowd control, and traffic control.

(c) This agreement shall terminate, as indicated in paragraph 1(a) on Monday, May 27, 2024 at 11:59 pm. This agreement shall not be modified unless both parties consent, in writing, to a modification. The terms of the modification shall be in writing and shall become a part of the original Agreement.

2. AUTHORITY

(a) The North Myrtle Beach City Council has approved this Agreement and has authorized the **MCPD** to request the temporary transfer of law enforcement officers from the **MCPD** to the extent of available personnel and equipment not required for the adequate protection of the remainder of **MCPD**. The Police Chief or commanding officer of the **MCPD** shall determine the amount of personnel and equipment available for law enforcement aid in North Myrtle Beach. The decision of the Police Chief or the commanding officer of the **MCPD** shall be final.

(b) The **MCPD** authorizes the Chief of the **MCPD** or his designee to render temporary law enforcement aid to the NMBPD to the extent of available personnel and equipment not required for adequate protection of the remainder of the **MCPD**.

(c) Law enforcement officers from the **MCPD** acting under this Agreement shall be commanded by superior authority from within the **MCPD** to maintain the peace or perform duties in the municipality of North Myrtle Beach, South Carolina. While in North Myrtle Beach, officers from the **MCPD** shall be under the direction and authority of a designated person from the **MCPD**. The designated person from the **MCPD** with authority over the officers from the **MCPD** shall in turn be under the direction and authority of Chief of Police for the NMBPD or the Chief's designee. Officers from the **MCPD** transferred to perform law enforcement duties within the City of North Myrtle Beach shall have all powers and authority of a law enforcement officer employed by the City of North Myrtle Beach. The bond for any officer transferred from the **MCPD** shall include coverage for his/her activity in the municipality of North Myrtle Beach in the same manner and to the same extent provided by bonds of officers employed by the NMBPD.

3 COMPENSATION

The NMBPD shall provide a thirty-five dollar ($35) per diem to each officer from the **MCPD** transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the

MCPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the **MCPD** the rate of salary or the hourly rate of wages for each officer transferred from the **MCPD** . Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. **MCPD** shall submit an invoice to the NMBPD within thirty (30) days from May 27, 2024 regarding reimbursement for officers transferred pursuant to this Agreement. Reimbursement shall not include travel expenses.

Other than the compensation to be paid to the **MCPD** as indicated above, the NMBPD shall not be obligated to pay additional remuneration to the **MCPD** however, in in the event any extraordinary cost is incurred by the **MCPD** in the rendering of law enforcement services pursuant to this Agreement, the **MCPD** may submit a request for compensation to off-set any extraordinary cost. The NMBPD shall not unreasonably withhold payment to the **MCPD** for any extraordinary costs incurred by the **MCPD** while rendering law enforcement services pursuant to this Agreement.

The temporary transfer of officers from the **MCPD** to the NMBPD pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of transferred or assigned officers and such officers shall continue to be paid by the **MCPD** where such officers are permanently employed.

4. LIABILTY

(a) To the extent permitted by law, and without waiving sovereign immunity, each agency shall be responsible for any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing law enforcement services under this agreement.

(b) The NMBPD and the City of North Myrtle Beach shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the **MCPD** or the **MCPD** under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. The NMBPD and the **MCPD** shall be responsible for payment of compensation and benefits only to their respective employees.

(c) All individuals retain all compensation, pension, retirement, and disability rights while performing duties in accordance with this agreement, and all officers shall continue to be paid by the entity where they are permanently employed as of the dates services are rendered.

(d) This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action under this agreement for any cause of action whatsoever.

5. EQUIPMENT AND FACILITIES

The **MCPD** may utilize equipment from its own agency, if approved of by the Chief of Police for the NMBPD or his designee, in carrying out law enforcement services pursuant to this Agreement.

6. RECORDS

In the event that it is necessary for any officer with the **MCPD** to issue a uniform traffic ticket, prepare an incident report, traffic accident report, and/or prepare any document(s) necessary for the issuance of an arrest warrant, the originals of the above stated documents shall remain with and be maintained by the NMBPD. In the event it is necessary for an officer with the **MCPD** to return to the City of North Myrtle Beach to aid in the prosecution of any traffic citation issued or arrest warrant obtained by, or with the assistance of, any officer from the **MCPD** while he/she was performing law enforcement services pursuant to this Agreement, such officer shall reasonably cooperate with the NMBPD to return to North Myrtle Beach for the purpose of providing testimony if the matter is to be disposed of via bench trial or jury trial. The NMBPD shall pay for the officer's mileage at the prevailing IRS mileage rate.

7. PROCESSING REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Any requests for information submitted to the City of North Myrtle Beach and/or the North Myrtle Beach Police Department pursuant to the South Carolina Freedom of Information Act (FOIA) regarding public safety functions performed or arising under these agreements shall be processed by the City of North Myrtle Beach. Any requests for information submitted to **MCPD** pursuant to the South Carolina Freedom of Information Act (FOIA) regarding public safety functions performed or arising under these agreements shall be processed by **MCPD**.

Michael G. Mahaney, City Manager
City of North Myrtle Beach

Date: 4.24.2024

Agency Head Stephen G. Young
Agency Moncks Corner Police Department

Date: 4/9/24

State of South Carolina	)	**MUTUAL AID AND LAW ENFORCEMENT**
	)	**SUPPORT AGREEMENT BETWEEN THE**
County of Horry	)	**CITY OF NORTH MYRTLE BEACH AND**
		Mullins Police Department

Whereas, the Law Enforcement and Support Act (the Act), beginning at § 23-20-10 et seq. of the South Carolina Code of Laws, § 23-20-30 provides " Any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements for the proper and prudent exercise of public safety functions. All agreements must adhere to the requirements contained in § 23-20-40"; and

Whereas, § 23-20-20(4) of the Act defines a Mutual Aid Agreement as "any agreement entered into on behalf of a law enforcement agency in this State for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines, including, but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Such agreements must not be permitted for the sole purpose of speed enforcement"; and

Whereas, § 23-20-20 also defines the following as:

(1) "Law enforcement agency" means any state, county, municipal, or local law enforcement authority that enters into an agreement for the procurement of law enforcement support services.

(2) "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.

(3) "Law enforcement services" means any law enforcement assistance or service performed by a certified law enforcement officer; and

(4) "Mutual aid agreement" means any agreement entered into on behalf of a law enforcement agency in this State for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines, including, but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Such agreements must not be permitted for the sole purpose of speed enforcement.

Whereas, § 23-20-40 provides

(A) All mutual aid agreements for law enforcement services must be in writing and include, but may not be limited to, the following:

(1) a statement of specific services to be provided;
(2) specific language dealing with financial agreements between the parties;
(3) specification of the records to be maintained concerning the performance of services to be provided to the agency;
(4) language dealing with the duration, modification, and termination of the agreement;
(5) specific language dealing with the legal contingencies for any lawsuits or the payment of damages that arise from the provided services;
(6) a stipulation as to which law enforcement authority maintains control over the law enforcement provider's personnel;
(7) specific arrangements for the use of equipment and facilities; and
(8) specific language dealing with the processing of requests for information pursuant to the Freedom of Information Act for public safety functions performed or arising under these agreements.

(B) Except as provided in subsection (C), a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing bodies of each concerned county, incorporated municipality, or other political subdivision of this State. Agreements entered into are executed between governing bodies, and, therefore, may last until the agreement is terminated by a participating party of the agreement.

(C) An elected official whose office was created by the Constitution or by general law of this State is not required to seek approval from the elected official's governing body in order to participate in mutual aid agreements.

NOW THEREFORE, PURSUANT TO THE CODE OF LAWS OF SOUTH CAROLINA, SECTION 23-20-10 ET SEQ, THE NORTH MYRTLE BEACH POLICE DEPARTMENT (NMBPD) AND Mullins Police Department (MPD) THE PARTIES AGREE AS FOLLOWS:

1. TEMPORARY TRANSFER OF OFFICERS, SPECIFIC SERVICES TO BE PROVIDED, MODIFICATION AND TERMINATION OF AGREEMENT:

(a)MPD shall provide Officers on a temporary basis to provide law enforcement services in the City of North Myrtle Beach, South Carolina during the Memorial Day Bike Event beginning on May 21, 2024 through May 27, 2024. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 23, 2024, and ending at 11:59

p.m. on May 27, 2024. However, the **MPD** shall not be required to begin providing assistance until May 24, 2024 continuing through May 27, 2024 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 24, 2024 during the above referenced effective period.

(b) The specific law enforcement services that the **MPD** shall provide include, but are not limited to, patrol services, crowd control, and traffic control.

(c) This agreement shall terminate, as indicated in paragraph 1(a) on Monday, May 27, 2024 at 11:59 pm. This agreement shall not be modified unless both parties consent, in writing, to a modification. The terms of the modification shall be in writing and shall become a part of the original Agreement.

2. AUTHORITY

(a) The North Myrtle Beach City Council has approved this Agreement and has authorized the **MPD** to request the temporary transfer of law enforcement officers from the **MPD** to the extent of available personnel and equipment not required for the adequate protection of the remainder of **MPD**. The Police Chief or commanding officer of the **MPD** shall determine the amount of personnel and equipment available for law enforcement aid in North Myrtle Beach. The decision of the Police Chief or the commanding officer of the **MPD** shall be final.

(b) The **MPD** authorizes the Chief of the **MPD** or his designee to render temporary law enforcement aid to the NMBPD to the extent of available personnel and equipment not required for adequate protection of the remainder of the **MPD**.

(c) Law enforcement officers from the **MPD** acting under this Agreement shall be commanded by superior authority from within the **MPD** to maintain the peace or perform duties in the municipality of North Myrtle Beach, South Carolina. While in North Myrtle Beach, officers from the **MPD** shall be under the direction and authority of a designated person from the **MPD**. The designated person from the **MPD** with authority over the officers from the **MPD** shall in turn be under the direction and authority of Chief of Police for the NMBPD or the Chief's designee. Officers from the **MPD** transferred to perform law enforcement duties within the City of North Myrtle Beach shall have all powers and authority of a law enforcement officer employed by the City of North Myrtle Beach. The bond for any officer transferred from the **MPD** shall include coverage for his/her activity in the municipality of North Myrtle Beach in the same manner and to the same extent provided by bonds of officers employed by the NMBPD.

3 COMPENSATION

The NMBPD shall provide a thirty-five dollar ($35) per diem to each officer from the **MPD** transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the **MPD** transferred to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD

shall also reimburse the **MPD** the rate of salary or the hourly rate of wages for each officer transferred from the **MPD** . Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. **MCD** shall submit an invoice to the NMBPD within thirty (30) days from May 27, 2024 regarding reimbursement for officers transferred pursuant to this Agreement. Reimbursement shall not include travel expenses.

Other than the compensation to be paid to the **MPD** as indicated above, the NMBPD shall not be obligated to pay additional remuneration to the **MPD** however, in in the event any extraordinary cost is incurred by the **MPD** in the rendering of law enforcement services pursuant to this Agreement, the **MPD** may submit a request for compensation to off-set any extraordinary cost. The NMBPD shall not unreasonably withhold payment to the **MPD** for any extraordinary costs incurred by the **MPD** while rendering law enforcement services pursuant to this Agreement.

The temporary transfer of officers from the **MPD** to the NMBPD pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of transferred or assigned officers and such officers shall continue to be paid by the **MPD** where such officers are permanently employed.

4. LIABILTY

(a) To the extent permitted by law, and without waiving sovereign immunity, each agency shall be responsible for any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing law enforcement services under this agreement.

(b) The NMBPD and the City of North Myrtle Beach shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the **MPD** or the **MPD** under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. The NMBPD and the **MPD** shall be responsible for payment of compensation and benefits only to their respective employees.

(c) All individuals retain all compensation, pension, retirement, and disability rights while performing duties in accordance with this agreement, and all officers shall continue to be paid by the entity where they are permanently employed as of the dates services are rendered.

(d) This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action under this agreement for any cause of action whatsoever.

5. EQUIPMENT AND FACILITIES

The **MPD** may utilize equipment from its own agency, if approved of by the Chief of Police for the NMBPD or his designee, in carrying out law enforcement services pursuant to this Agreement.

6. RECORDS

In the event that it is necessary for any officer with the **MPD** to issue a uniform traffic ticket, prepare an incident report, traffic accident report, and/or prepare any document(s) necessary for the issuance of an arrest warrant, the originals of the above stated documents shall remain with and be maintained by the NMBPD. In the event it is necessary for an officer with the **MPD** to return to the City of North Myrtle Beach to aid in the prosecution of any traffic citation issued or arrest warrant obtained by, or with the assistance of, any officer from the **MPD** while he/she was performing law enforcement services pursuant to this Agreement, such officer shall reasonably cooperate with the NMBPD to return to North Myrtle Beach for the purpose of providing testimony if the matter is to be disposed of via bench trial or jury trial. The NMBPD shall pay for the officer's mileage at the prevailing IRS mileage rate.

7. PROCESSING REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Any requests for information submitted to the City of North Myrtle Beach and/or the North Myrtle Beach Police Department pursuant to the South Carolina Freedom of Information Act (FOIA) regarding public safety functions performed or arising under these agreements shall be processed by the City of North Myrtle Beach. Any requests for information submitted to **MPD** pursuant to the South Carolina Freedom of Information Act (FOIA) regarding public safety functions performed or arising under these agreements shall be processed by **MPD**.

Michael G. Mahaney, City Manager City of North Myrtle Beach	Agency Head Agency
Date: 4.25.2024	Date: 04-23-2024

State of South Carolina	)	**MUTUAL AID AND LAW ENFORCEMENT SUPPORT AGREEMENT BETWEEN THE CITY OF NORTH MYRTLE BEACH AND THE SUMMMERVILLE POLICE DEPARTMENT**
	)	
County of Horry	)	

Whereas, the Law Enforcement and Support Act (the Act), beginning at § 23-20-10 et seq. of the South Carolina Code of Laws, § 23-20-30 provides " Any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements for the proper and prudent exercise of public safety functions. All agreements must adhere to the requirements contained in § 23-20-40"; and

Whereas, § 23-20-20(4) of the Act defines a Mutual Aid Agreement as "any agreement entered into on behalf of a law enforcement agency in this State for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines, including, but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Such agreements must not be permitted for the sole purpose of speed enforcement"; and

Whereas, § 23-20-20 also defines the following as:

(1) "Law enforcement agency" means any state, county, municipal, or local law enforcement authority that enters into an agreement for the procurement of law enforcement support services.

(2) "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.

(3) "Law enforcement services" means any law enforcement assistance or service performed by a certified law enforcement officer; and

(4) "Mutual aid agreement" means any agreement entered into on behalf of a law enforcement agency in this State for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines, including, but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Such agreements must not be permitted for the sole purpose of speed enforcement.

Whereas, § 23-20-40 provides

(A) All mutual aid agreements for law enforcement services must be in writing and include, but may not be limited to, the following:

(1) a statement of specific services to be provided;
(2) specific language dealing with financial agreements between the parties;
(3) specification of the records to be maintained concerning the performance of services to be provided to the agency;
(4) language dealing with the duration, modification, and termination of the agreement;
(5) specific language dealing with the legal contingencies for any lawsuits or the payment of damages that arise from the provided services;
(6) a stipulation as to which law enforcement authority maintains control over the law enforcement provider's personnel;
(7) specific arrangements for the use of equipment and facilities; and
(8) specific language dealing with the processing of requests for information pursuant to the Freedom of Information Act for public safety functions performed or arising under these agreements.

(B) Except as provided in subsection (C), a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing bodies of each concerned county, incorporated municipality, or other political subdivision of this State. Agreements entered into are executed between governing bodies, and, therefore, may last until the agreement is terminated by a participating party of the agreement.

(C) An elected official whose office was created by the Constitution or by general law of this State is not required to seek approval from the elected official's governing body in order to participate in mutual aid agreements.

NOW THEREFORE, PURSUANT TO THE CODE OF LAWS OF SOUTH CAROLINA, SECTION 23-20-10 ET SEQ, THE NORTH MYRTLE BEACH POLICE DEPARTMENT (NMBPD) AND SUMMERVILLE POLICE DEPARTMENT THE PARTIES AGREE AS FOLLOWS:

1. <u>TEMPORARY TRANSFER OF OFFICERS, SPECIFIC SERVICES TO BE PROVIDED, MODIFICATION AND TERMINATION OF AGREEMENT:</u>

(a) SPD shall provide Officers on a temporary basis to provide law enforcement services in the City of North Myrtle Beach, South Carolina during the Memorial Day Bike Event beginning on May 21, 2024 through May 27, 2024. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 23, 2024, and ending at 11:59 p.m. on May 27, 2024. However, the SPD shall not be required to begin providing assistance until May 24, 2024 continuing through

May 27, 2024 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 24, 2024 during the above referenced effective period.

(b) The specific law enforcement services that the SPD shall provide include, but are not limited to, patrol services, crowd control, and traffic control.

(c) This agreement shall terminate, as indicated in paragraph 1(a) on Monday, May 27, 2024 at 11:59 pm. This agreement shall not be modified unless both parties consent, in writing, to a modification. The terms of the modification shall be in writing and shall become a part of the original Agreement.

2. AUTHORITY

(a) The North Myrtle Beach City Council has approved this Agreement and has authorized the SPD to request the temporary transfer of law enforcement officers from the SPD to the extent of available personnel and equipment not required for the adequate protection of the remainder of The Town of Summerville. The Police Chief or commanding officer of the SPD shall determine the amount of personnel and equipment available for law enforcement aid in North Myrtle Beach. The decision of the Police Chief or the commanding officer of the SPD shall be final.

(b) The Town of Summerville authorizes the Chief of the SPD or his designee to render temporary law enforcement aid to the NMBPD to the extent of available personnel and equipment not required for adequate protection of the remainder of The Town of Summerville.

(c) Law enforcement officers from the SPD acting under this Agreement shall be commanded by superior authority from within the SPD to maintain the peace or perform duties in the municipality of North Myrtle Beach, South Carolina. While in North Myrtle Beach, officers from the SPD shall be under the direction and authority of a designated person from the SPD. The designated person from the SPD with authority over the officers from the SPD shall in turn be under the direction and authority of Chief of Police for the NMBPD or the Chief's designee. Officers from the SPD transferred to perform law enforcement duties within the City of North Myrtle Beach shall have all powers and authority of a law enforcement officer employed by the City of North Myrtle Beach. The bond for any officer transferred from the SPD shall include coverage for his/her activity in the municipality of North Myrtle Beach in the same manner and to the same extent provided by bonds of officers employed by the NMBPD.

3 COMPENSATION

The NMBPD shall provide a thirty-five dollar ($35) per diem to each officer from the SPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the SPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the SPD the rate of salary or the hourly rate of wages for each officer transferred from the SPD. Such reimbursement for each officer shall include any

overtime and any applicable state and federal taxes and SCPORS contributions. SPD shall submit an invoice to the NMBPD within thirty (30) days from May 27, 2024 regarding reimbursement for officers transferred pursuant to this Agreement. Reimbursement shall not include travel expenses.

Other than the compensation to be paid to the SPD as indicated above, the NMBPD shall not be obligated to pay additional remuneration to the SPD however, in in the event any extraordinary cost is incurred by the SPD in the rendering of law enforcement services pursuant to this Agreement, the SPD may submit a request for compensation to off-set any extraordinary cost. The NMBPD shall not unreasonably withhold payment to the SPD for any extraordinary costs incurred by the SPD while rendering law enforcement services pursuant to this Agreement.

The temporary transfer of officers from the SPD to the NMBPD pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of transferred or assigned officers and such officers shall continue to be paid by The Town of Summerville where such officers are permanently employed.

4. LIABILTY

(a) To the extent permitted by law, and without waiving sovereign immunity, each agency shall be responsible for any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing law enforcement services under this agreement.

(b) The NMBPD and the City of North Myrtle Beach shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the SPD or The Town of Summerville under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. The NMBPD and The Town of Summerville shall be responsible for payment of compensation and benefits only to their respective employees.

(c) All individuals retain all compensation, pension, retirement and disability rights while performing duties in accordance with this agreement, and all officers shall continue to be paid by the entity where they are permanently employed as of the dates services are rendered.

(d) This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action under this agreement for any cause of action whatsoever.

5. EQUIPMENT AND FACILITIES

The SPD may utilize equipment from its own agency, if approved of by the Chief of Police for the NMBPD or his designee, in carrying out law enforcement services pursuant to this Agreement.

6. RECORDS

In the event that it is necessary for any officer with the SPD to issue a uniform traffic ticket, prepare an incident report, traffic accident report, and/or prepare any document(s) necessary for the issuance of an arrest warrant, the originals of the above stated documents shall remain with and be maintained by the NMBPD. In the event it is necessary for an officer with the SPD to return to the City of North Myrtle Beach to aid in the prosecution of any traffic citation issued or arrest warrant obtained by, or with the assistance of, any officer from the SPD while he/she was performing law enforcement services pursuant to this Agreement, such officer shall reasonably cooperate with the NMBPD to return to North Myrtle Beach for the purpose of providing testimony if the matter is to be disposed of via bench trial or jury trial. The NMBPD shall pay for the officer's mileage at the prevailing IRS mileage rate.

7. PROCESSING REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Any requests for information submitted to the City of North Myrtle Beach and/or the North Myrtle Beach Police Department pursuant to the South Carolina Freedom of Information Act (FOIA) regarding public safety functions performed or arising under these agreements shall be processed by the City of North Myrtle Beach. Any requests for information submitted to SUMMERVILLE POLICE DEPARTMENT pursuant to the South Carolina Freedom of Information Act (FOIA) regarding public safety functions performed or arising under these agreements shall be processed by SUMMERVILLE POLICE DEPARTMENT.

Michael G. Mahaney, City Manager
City of North Myrtle Beach

Date: 4.24.2024

Doug Wright, Chief of Police
Summerville Police Department

Date: 03/22/24

State of South Carolina	)	**MUTUAL AID AND LAW ENFORCEMENT SUPPORT AGREEMENT BETWEEN THE CITY OF NORTH MYRTLE BEACH AND THE YORK POLICE DEPARTMENT**
	)	
County of Horry	)	

Whereas, the Law Enforcement and Support Act (the Act), beginning at § 23-20-10 et seq. of the South Carolina Code of Laws, § 23-20-30 provides " Any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements for the proper and prudent exercise of public safety functions. All agreements must adhere to the requirements contained in § 23-20-40"; and

Whereas, § 23-20-20(4) of the Act defines a Mutual Aid Agreement as "any agreement entered into on behalf of a law enforcement agency in this State for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines, including, but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Such agreements must not be permitted for the sole purpose of speed enforcement"; and

Whereas, § 23-20-20 also defines the following as:

(1) "Law enforcement agency" means any state, county, municipal, or local law enforcement authority that enters into an agreement for the procurement of law enforcement support services.

(2) "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.

(3) "Law enforcement services" means any law enforcement assistance or service performed by a certified law enforcement officer; and

(4) "Mutual aid agreement" means any agreement entered into on behalf of a law enforcement agency in this State for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines, including, but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Such agreements must not be permitted for the sole purpose of speed enforcement.

Whereas, § 23-20-40 provides

(A) All mutual aid agreements for law enforcement services must be in writing and include, but may not be limited to, the following:

(1) a statement of specific services to be provided;
(2) specific language dealing with financial agreements between the parties;
(3) specification of the records to be maintained concerning the performance of services to be provided to the agency;
(4) language dealing with the duration, modification, and termination of the agreement;
(5) specific language dealing with the legal contingencies for any lawsuits or the payment of damages that arise from the provided services;
(6) a stipulation as to which law enforcement authority maintains control over the law enforcement provider's personnel;
(7) specific arrangements for the use of equipment and facilities; and
(8) specific language dealing with the processing of requests for information pursuant to the Freedom of Information Act for public safety functions performed or arising under these agreements.

(B) Except as provided in subsection (C), a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing bodies of each concerned county, incorporated municipality, or other political subdivision of this State. Agreements entered into are executed between governing bodies, and, therefore, may last until the agreement is terminated by a participating party of the agreement.

(C) An elected official whose office was created by the Constitution or by general law of this State is not required to seek approval from the elected official's governing body in order to participate in mutual aid agreements.

NOW THEREFORE, PURSUANT TO THE CODE OF LAWS OF SOUTH CAROLINA, SECTION 23-20-10 ET SEQ, THE NORTH MYRTLE BEACH POLICE DEPARTMENT (NMBPD) AND YORK POLICE DEPARTMENT THE PARTIES AGREE AS FOLLOWS:

1. **TEMPORARY TRANSFER OF OFFICERS, SPECIFIC SERVICES TO BE PROVIDED, MODIFICATION AND TERMINATION OF AGREEMENT:**

(a) YPD shall provide Officers on a temporary basis to provide law enforcement services in the City of North Myrtle Beach, South Carolina during the Memorial Day Bike Event beginning on May 21, 2024 through May 27, 2024. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 23,

2024, and ending at 11:59 p.m. on May 27, 2024. However, the YPD shall not be required to begin providing assistance until May 24, 2024 continuing through May 27, 2024 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 24, 2024 during the above referenced effective period.

(b) The specific law enforcement services that the YPD shall provide include, but are not limited to, patrol services, crowd control, and traffic control.

(c) This agreement shall terminate, as indicated in paragraph 1(a) on Monday, May 27, 2024 at 11:59 pm. This agreement shall not be modified unless both parties consent, in writing, to a modification. The terms of the modification shall be in writing and shall become a part of the original Agreement.

2. AUTHORITY

(a) The North Myrtle Beach City Council has approved this Agreement and has authorized the YPD to request the temporary transfer of law enforcement officers from the YPD to the extent of available personnel and equipment not required for the adequate protection of the remainder of The City of York. The Police Chief or commanding officer of the YPD shall determine the amount of personnel and equipment available for law enforcement aid in North Myrtle Beach. The decision of the Police Chief or the commanding officer of the YPD shall be final.

(b) The City of York authorizes the Chief of the YPD or his designee to render temporary law enforcement aid to the NMBPD to the extent of available personnel and equipment not required for adequate protection of the remainder of The City of York.

(c) Law enforcement officers from the YPD acting under this Agreement shall be commanded by superior authority from within the YPD to maintain the peace or perform duties in the municipality of North Myrtle Beach, South Carolina. While in North Myrtle Beach, officers from the YPD shall be under the direction and authority of a designated person from the YPD. The designated person from the YPD with authority over the officers from the YPD shall in turn be under the direction and authority of Chief of Police for the NMBPD or the Chief's designee. Officers from the YPD transferred to perform law enforcement duties within the City of North Myrtle Beach shall have all powers and authority of a law enforcement officer employed by the City of North Myrtle Beach. The bond for any officer transferred from the YPD shall include coverage for his/her activity in the municipality of North Myrtle Beach in the same manner and to the same extent provided by bonds of officers employed by the NMBPD.

3 COMPENSATION

The NMBPD shall provide a thirty-five dollar ($35) per diem to each officer from the YPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the YPD transferred

to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the YPD the rate of salary or the hourly rate of wages for each officer transferred from the YPD. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. YPD shall submit an invoice to the NMBPD within thirty (30) days from May 27, 2024 regarding reimbursement for officers transferred pursuant to this Agreement. Reimbursement shall not include travel expenses.

Other than the compensation to be paid to the YPD as indicated above, the NMBPD shall not be obligated to pay additional remuneration to the YPD however, in in the event any extraordinary cost is incurred by the YPD in the rendering of law enforcement services pursuant to this Agreement, the YPD may submit a request for compensation to off-set any extraordinary cost. The NMBPD shall not unreasonably withhold payment to the YPD for any extraordinary costs incurred by the YPD while rendering law enforcement services pursuant to this Agreement.

The temporary transfer of officers from the YPD to the NMBPD pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of transferred or assigned officers and such officers shall continue to be paid by The City of York where such officers are permanently employed.

4. **LIABILTY**

(a) To the extent permitted by law, and without waiving sovereign immunity, each agency shall be responsible for any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing law enforcement services under this agreement.

(b) The NMBPD and the City of North Myrtle Beach shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the YPD or The City of York under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. The NMBPD and The City of York shall be responsible for payment of compensation and benefits only to their respective employees.

(c) All individuals retain all compensation, pension, retirement and disability rights while performing duties in accordance with this agreement, and all officers shall continue to be paid by the entity where they are permanently employed as of the dates services are rendered.

(d) This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action under this agreement for any cause of action whatsoever.

5. **EQUIPMENT AND FACILITIES**

The YPD may utilize equipment from its own agency, if approved of by the Chief of Police for the NMBPD or his designee, in carrying out law enforcement services pursuant to this Agreement.

6. RECORDS

In the event that it is necessary for any officer with the YPD to issue a uniform traffic ticket, prepare an incident report, traffic accident report, and/or prepare any document(s) necessary for the issuance of an arrest warrant, the originals of the above stated documents shall remain with and be maintained by the NMBPD. In the event it is necessary for an officer with the YPD to return to the City of North Myrtle Beach to aid in the prosecution of any traffic citation issued or arrest warrant obtained by, or with the assistance of, any officer from the YPD while he/she was performing law enforcement services pursuant to this Agreement, such officer shall reasonably cooperate with the NMBPD to return to North Myrtle Beach for the purpose of providing testimony if the matter is to be disposed of via bench trial or jury trial. The NMBPD shall pay for the officer's mileage at the prevailing IRS mileage rate.

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Michael G. Mahaney, City Manager City of North Myrtle Beach	Brian Trail, Chief of Police York Police Department
Date: 4.24.2024	Date: 03/25/24