

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: May 20, 2024

Agenda Item: 5A	Prepared for: Chris Noury, City Attorney
Agenda Section: Consent: Resolution	Date: May 15, 2024
Subject: A Resolution to approve an additional Mutual Aid Agreement for the 2024 Memorial Day Bike Week	Division: Legal

Background:

Attached is a Resolution to approve an additional Mutual Aid Agreement for the 2024 Memorial Day Bike Week Event. The City will be assisted this year with law enforcement officers from Goose Creek Police Department.

Recommended Action:

Adoption of the Resolution

Reviewed by Department Head	Reviewed by City Manager	Reviewed by City Attorney
Council Action: Motion By _____ 2 nd By _____ To _____		

A RESOLUTION

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

Goose Creek 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 Agreement referenced above is hereby approved.

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

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

Resolved this the Twentieth Day of MAY 2024.

Marilyn Hatley, Mayor

ATTEST:

Allison K. Galbreath, City Clerk

Resolution: 24-03

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 GOOSE CREEK POLICE DEPARTMENT THE PARTIES AGREE AS FOLLOWS:

1. **TEMPORARY TRANSFER OF OFFICERS. SPECIFIC SERVICES TO BE PROVIDED, MODIFICATION AND TERMINATION OF AGREEMENT:**
 - (a) GCPD 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 GCPD 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 GCPD 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 GCPD to request the temporary transfer of law enforcement officers from the GCPD to the extent of available personnel and equipment not required for the adequate protection of the remainder of The City of Goose Creek. The Police Chief or commanding officer of the GCPD 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 GCPD shall be final.

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

(c) Law enforcement officers from the GCPD acting under this Agreement shall be commanded by superior authority from within the GCPD to maintain the peace or perform duties in the municipality of North Myrtle Beach, South Carolina. While in North Myrtle Beach, officers from the GCPD shall be under the direction and authority of a designated person from the GCPD. The designated person from the GCPD with authority over the officers from the GCPD shall in turn be under the direction and authority of Chief of Police for the NMBPD or the Chief's designee. Officers from the GCPD 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 GCPD 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 GCPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the GCPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the GCPD the rate of salary or the hourly rate of wages for each officer transferred from the GCPD. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. GCPD 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 GCPD as indicated above, the NMBPD shall not be obligated to pay additional remuneration to the GCPD however, in the event any extraordinary cost is incurred by the GCPD in the rendering of law enforcement services pursuant to this Agreement, the GCPD may submit a request for compensation to off-set any extraordinary cost. The NMBPD shall not unreasonably withhold payment to the GCPD for any extraordinary costs incurred by the GCPD while rendering law enforcement services pursuant to this Agreement.

The temporary transfer of officers from the GCPD 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 Goose Creek where such officers are permanently employed.

4. LIABILITY

(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 GCPD or the City of Goose Creek 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 Goose Creek 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

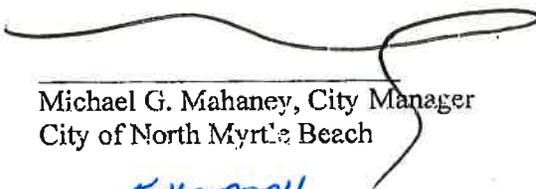
The GCPD may utilize equipment from its own agency, if approved of by the Chief of Police for the NMBPD or his designee, in carrying out law enforcement services pursuant to this Agreement.

6. RECORDS

In the event that it is necessary for any officer with the GCPD 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 GCPD 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 GCPD 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 GOOSE CREEK 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 GOOSE CREEK POLICE DEPARTMENT.



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

Date: 5.16.2024



L.J. Roscoe, Chief of Police
GOOSE CREEK POLICE DEPARTMENT

Date: 5.15.2024