

**REQUEST FOR CITY COUNCIL CONSIDERATION**

Meeting Date: May 5, 2025

Agenda Item: 5A	Prepared for: Chris Noury, City Attorney
Agenda Section: Consent: Resolution	Date: April 24, 2025
Subject: A Resolution to approve Mutual Aid Agreements for the 2025 Memorial Day Bike Week	Division: Legal

**Background:**

Attached is a Resolution to approve the Mutual Aid Agreements for the 2025 Memorial Day Bike Week Event. This year, the City will be assisted with law enforcement officers from the following police agencies within the State of South Carolina:

- 15<sup>th</sup> Circuit Solicitor’s Office
- Abbeville Police Department
- Conway Police Department
- Goose Creek Police Department
- Holly Hill Police Department
- Mullins Police Department
- Rock Hill Police Department
- Saluda Police Department
- Winthrop University Police Department
- Yemassee Police Department

**Recommended Action:**

Adoption of the Resolution

Reviewed by Department Head	Reviewed by Interim City Manager	Reviewed by City Attorney
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Council Action:  
Motion By \_\_\_\_\_ 2<sup>nd</sup> By \_\_\_\_\_ To \_\_\_\_\_

**A RESOLUTION**

**A RESOLUTION TO APPROVE THE MUTUAL AID AGREEMENTS FOR THE  
2025 MEMORIAL DAY BIKE WEEK EVENT BETWEEN THE CITY OF NORTH MYRTLE BEACH  
AND THE BELOW REFERENCED LAW ENFORCEMENT AGENCIES AND TO AUTHORIZE  
THE INTERIM CITY MANAGER TO SIGN THE MUTUAL AID AGREEMENTS  
ON BEHALF OF THE CITY.**

15<sup>th</sup> Circuit Solicitor's Office  
Abbeville Police Department  
Conway Police Department  
Goose Creek Police Department  
Holly Hill Police Department  
Mullins Police Department  
Rock Hill Police Department  
Saluda Police Department  
Winthrop University Police Department  
Yemassee 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 Fifth Day of MAY 2025.**

\_\_\_\_\_  
Marilyn Hatley, Mayor

ATTEST:

\_\_\_\_\_  
Allison K. Galbreath, City Clerk

Resolution: 25-05



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 THE 15<sup>TH</sup> CIRCUIT SOLICITOR'S OFFICE THE PARTIES AGREE AS FOLLOWS:**

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

- (a) SOLICITOR'S OFFICE 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 22, 2025 through May 26, 2025. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 23, 2025, and ending at 11:59 p.m. on May 26, 2025. However, the SOLICITOR'S OFFICE shall not be required to begin providing assistance until May 23, 2025 continuing through May 26, 2025 unless otherwise requested by the

City of North Myrtle Beach to commence providing services prior to May 23, 2025 during the above referenced effective period.

(b) The specific law enforcement services that the SOLICITOR'S OFFICE 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 26, 2025 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 SOLICITOR'S OFFICE to request the temporary transfer of law enforcement officers from the SOLICITOR'S OFFICE to the extent of available personnel and equipment not required for the adequate protection of the remainder of Solicitor's Office. The Police Chief or commanding officer of the SOLICITOR'S OFFICE 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 SOLICITOR'S OFFICE shall be final.

(b) The Solicitor's Office authorizes the Solicitor of the SOLICITOR'S OFFICE or their 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 Solicitor's Office.

(c) Law enforcement officers from the SOLICITOR'S OFFICE acting under this Agreement shall be commanded by superior authority from within the SOLICITOR'S OFFICE to maintain the peace or perform duties in the municipality of North Myrtle Beach, South Carolina. While in North Myrtle Beach, officers from SOLICITOR'S OFFICE shall be under the direction and authority of a designated person from the SOLICITOR'S OFFICE. The designated person from the SOLICITOR'S OFFICE with authority over the officers from the SOLICITOR'S OFFICE shall in turn be under the direction and authority of Chief of Police for the NMBPD or the Chief's designee. Officers from the SOLICITOR'S OFFICE 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 SOLICITOR'S OFFICE 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 fifty dollar (\$50) per diem to each officer from the SOLICITOR'S OFFICE transferred to the municipality of North Myrtle Beach pursuant

to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the SOLICITOR'S OFFICE transferred to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the SOLICITOR'S OFFICE the rate of salary or the hourly rate of wages for each officer transferred from the SOLICITOR'S OFFICE. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. SOLICITOR'S OFFICE shall submit an invoice to the NMBPD within thirty (30) days from May 26, 2025 regarding reimbursement for officers transferred pursuant to this Agreement. Reimbursement shall not include travel expenses.

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

The temporary transfer of officers from the SOLICITOR'S OFFICE 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 Solicitor's Office 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 SOLICITOR'S OFFICE or the Solicitor's Office 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 Solicitor's Office 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 SOLICITOR'S OFFICE 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.

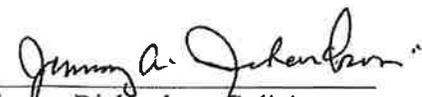
**6. RECORDS**

In the event that it is necessary for any officer with the SOLICITOR'S OFFICE 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 SOLICITOR'S OFFICE 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 SOLICITOR'S OFFICE 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 the 15TH CIRCUIT SOLICITOR'S OFFICE pursuant to the South Carolina Freedom of Information Act (FOIA) regarding public safety functions performed or arising under these agreements shall be processed by 15TH CIRCUIT SOLICITOR'S OFFICE.

  
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Ryan Fabbri, Interim City Manager  
City of North Myrtle Beach

  
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Jimmy Richardson, Solicitor  
15TH CIRCUIT SOLICITOR'S OFFICE

Date: 4.29.2025

Date: 3/3/25



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 ABBEVILLE POLICE THE PARTIES AGREE AS FOLLOWS:**

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

- (a) APD 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 22, 2025 through May 26, 2025. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 23, 2025, and ending at 11:59 p.m. on May 26, 2025. However, the APD shall not be required to begin providing assistance until May 23, 2025 continuing through May 26, 2025 unless otherwise requested by the City of North Myrtle Beach to

commence providing services prior to May 23, 2025 during the above referenced effective period.

(b) The specific law enforcement services that the APD 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 26, 2025 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 APD to request the temporary transfer of law enforcement officers from the APD to the extent of available personnel and equipment not required for the adequate protection of the remainder of City of Abbeville. The Police Chief or commanding officer of the APD 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 APD shall be final.

(b) The City of Abbeville authorizes the Chief of the APD 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 Abbeville.

(c) Law enforcement officers from the APD acting under this Agreement shall be commanded by superior authority from within the APD to maintain the peace or perform duties in the municipality of North Myrtle Beach, South Carolina. While in North Myrtle Beach, officers from the APD shall be under the direction and authority of a designated person from the APD. The designated person from the APD with authority over the officers from the APD shall in turn be under the direction and authority of Chief of Police for the NMBPD or the Chief's designee. Officers from the APD 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 APD 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 fifty dollar (\$50) per diem to each officer from the APD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the APD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the APD the rate of salary or the hourly rate of wages for each officer transferred from the APD. Such reimbursement for each officer shall include any

overtime and any applicable state and federal taxes and SCPORS contributions. APD shall submit an invoice to the NMBPD within thirty (30) days from May 26, 2025 regarding reimbursement for officers transferred pursuant to this Agreement. Reimbursement shall not include travel expenses.

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

The temporary transfer of officers from the APD 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 Abbeville 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 APD or the City of Abbeville 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 Abbeville 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 APD 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 APD 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 APD 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 APD 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 the ABBEVILLE 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 ABBEVILLE POLICE DEPARTMENT.

  
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Ryan Fabbri, Interim City Manager  
City of North Myrtle Beach

  
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Nick Moore, Police Chief  
ABBEVILLE POLICE DEPARTMENT

Date: 4.29.2025

Date: 2-18-2025



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 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 22, 2025 through May 26, 2025. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 23, 2025, and ending at 11:59 p.m. on May 26, 2025. However, the CPD shall not be required to begin providing assistance until May 23, 2025 continuing through May 26, 2025 unless otherwise requested by the City of North Myrtle Beach to

commence providing services prior to May 23, 2025 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 26, 2025 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 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 fifty dollar (\$50) 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 26, 2025 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 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. 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 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**

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 THE CONWAY 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 CONWAY POLICE DEPARTMENT.



Ryan Fabbri, Interim City Manager  
City of North Myrtle Beach



Dale Long, Police Chief  
CONWAY POLICE DEPARTMENT

Date: 4.29.2025

Date: 4/23/25

State of South Carolina )  
 )  
County of Horry )

**MUTUAL AID AND LAW ENFORCEMENT  
SUPPORT AGREEMENT BETWEEN THE  
CITY OF NORTH MYRTLE BEACH AND  
THE GOOSE CREEK 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 GOOSE CREEK POLICE 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 22, 2025 through May 26, 2025. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 23, 2025, and ending at 11:59 p.m. on May 26, 2025. However, the GCPD shall not be required to begin providing assistance until May 23, 2025 continuing through May 26, 2025 unless otherwise requested by the City of North Myrtle Beach to

commence providing services prior to May 23, 2025 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 26, 2025 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 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 NMBPD 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 fifty dollar (\$50) 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 26, 2025 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**

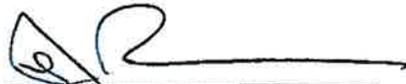
In the event that it is necessary for any officer with the GCPD to issue a uniform traffic ticket, prepare an incident report, traffic accident report, and/or prepare any document(s) necessary for the issuance of an arrest warrant, the originals of the above stated documents shall remain with and be 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 the 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.



Ryan Fabbri, Interim City Manager  
City of North Myrtle Beach

  
LJ Roscoe, Police Chief  
GOOSE CREEK POLICE DEPARTMENT

Date: 4.29.2025

Date: 2.18.2025



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 HOLLY HILL POLICE THE PARTIES AGREE AS FOLLOWS:**

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

- (a) HHPD 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 22, 2025 through May 26, 2025. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 23, 2025, and ending at 11:59 p.m. on May 26, 2025. However, the HHPD shall not be required to begin providing assistance until May 23, 2025 continuing through May 26, 2025 unless otherwise requested by the City of North Myrtle Beach to commence

providing services prior to May 23, 2025 during the above referenced effective period.

(b) The specific law enforcement services that the HHPD 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 26, 2025 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 HHPD to request the temporary transfer of law enforcement officers from the HHPD to the extent of available personnel and equipment not required for the adequate protection of the remainder of Town of Holly Hill. The Police Chief or commanding officer of the HHPD 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 HHPD shall be final.

(b) The Town of Holly Hill authorizes the Chief of the HHPD 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 Holly Hill.

(c) Law enforcement officers from the HHPD acting under this Agreement shall be commanded by superior authority from within the HHPD to maintain the peace or perform duties in the municipality of North Myrtle Beach, South Carolina. While in North Myrtle Beach, officers from the HHPD shall be under the direction and authority of a designated person from the HHPD. The designated person from the HHPD with authority over the officers from the HHPD shall in turn be under the direction and authority of Chief of Police for the NMBPD or the Chief's designee. Officers from the HHPD 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 HHPD 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 fifty dollar (\$50) per diem to each officer from the HHPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the HHPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the HHPD the rate of salary or the hourly rate of wages for each officer transferred from the HHPD. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. HHPD shall submit an invoice to the NMBPD within thirty (30) days from May 26, 2025 regarding

reimbursement for officers transferred pursuant to this Agreement. Reimbursement shall not include travel expenses.

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

The temporary transfer of officers from the HHPD 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 Holly Hill 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 HHPD or the Town of Holly Hill 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 Holly Hill 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 HHPD 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.

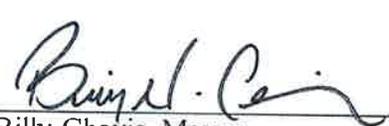
**6. RECORDS**

In the event that it is necessary for any officer with the HHPD 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 HHPD 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 HHPD 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 THE HOLLY HILL 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 HOLLY HILL POLICE DEPARTMENT.

  
\_\_\_\_\_  
Ryan Fabbri, Interim City Manager  
City of North Myrtle Beach

  
\_\_\_\_\_  
Billy Chavis, Mayor  
Town of Holly Hill

Date: 4.29.2025

Date: 4/28/25

State of South Carolina )  
 )  
County of Horry )

**MUTUAL AID AND LAW ENFORCEMENT  
SUPPORT AGREEMENT BETWEEN THE  
CITY OF NORTH MYRTLE BEACH AND  
THE 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 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 22, 2025 through May 26, 2025. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 23, 2025, and ending at 11:59 p.m. on May 26, 2025. However, the MPD shall not be required to begin providing assistance until May 23, 2025 continuing through May 26, 2025 unless otherwise requested by the City of North Myrtle Beach to

commence providing services prior to May 23, 2025 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 26, 2025 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 City of Mullins. 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 City of Mullins 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 City of Mullins.

**(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 fifty dollar (\$50) 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. MPD shall submit an invoice to the NMBPD within thirty (30) days from May 26, 2025 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 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 City of Mullins 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 MPD or the City of Mullins 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 Mullins 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 THE MULLINS 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 MULLINS POLICE DEPARTMENT.



Ryan Fabbri, Interim City Manager  
City of North Myrtle Beach



Phillip Mostowski, Chief of Police  
MULLINS POLICE DEPARTMENT

Date: 4.29.2025

Date: 03/03/2025



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 ROCK HILL POLICE THE PARTIES AGREE AS FOLLOWS:**

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

- (a) RHPD 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 22, 2025 through May 26, 2025. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 23, 2025, and ending at 11:59 p.m. on May 26, 2025. However, the RHPD shall not be required to begin providing assistance until May 23, 2025 continuing through May 26, 2025 unless otherwise requested by the City of North Myrtle Beach to

commence providing services prior to May 23, 2025 during the above referenced effective period.

(b) The specific law enforcement services that the RHPD 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 26, 2025 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 RHPD to request the temporary transfer of law enforcement officers from the RHPD to the extent of available personnel and equipment not required for the adequate protection of the remainder of City of Rock Hill. The Police Chief or commanding officer of the RHPD 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 RHPD shall be final.

(b) The City of Rock Hill authorizes the Chief of the RHPD 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 Rock Hill.

(c) Law enforcement officers from the RHPD acting under this Agreement shall be commanded by superior authority from within the RHPD to maintain the peace or perform duties in the municipality of North Myrtle Beach, South Carolina. While in North Myrtle Beach, officers from the RHPD shall be under the direction and authority of a designated person from the RHPD. The designated person from the RHPD with authority over the officers from the RHPD shall in turn be under the direction and authority of Chief of Police for the NMBPD or the Chief's designee. Officers from the RHPD 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 RHPD 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 pay for the officer's mileage at the prevailing IRS mileage rate, provide a fifty dollar (\$50) per diem to each officer from the RHPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the RHPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the

RHPD the rate of salary or the hourly rate of wages for each officer transferred from the RHPD. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. RHPD shall submit an invoice to the NMBPD within thirty (30) days from May 26, 2025 regarding reimbursement for officers transferred pursuant to this Agreement. This agreement of reimbursement will extend through the event and include travel expenses and court time should the RHPD officer be required to return for any court appearances.

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

The temporary transfer of officers from the RHPD 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 Rock Hill 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 RHPD or the City of Rock Hill 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 Rock Hill 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 RHPD 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.

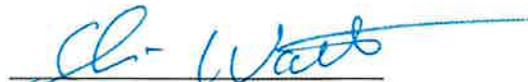
**6. RECORDS**

In the event that it is necessary for any officer with the RHPD 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 RHPD 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 RHPD 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 the ROCK HILL 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 ROCK HILL POLICE DEPARTMENT.

  
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Ryan Fabbri, Interim City Manager  
City of North Myrtle Beach

  
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Chris Watts, Police Chief  
ROCK HILL POLICE DEPARTMENT

Date: 4.29.2025

Date: 3/11/2025



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 SALUDA POLICE THE PARTIES AGREE AS FOLLOWS:**

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

- (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 22, 2025 through May 26, 2025. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 23, 2025, and ending at 11:59 p.m. on May 26, 2025. However, the SPD shall not be required to begin providing assistance until May 23, 2025 continuing through May 26, 2025 unless otherwise requested by the City of North Myrtle Beach to

commence providing services prior to May 23, 2025 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 26, 2025 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 City of Saluda. 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 City of Saluda 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 City of Saluda.

(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 fifty dollar (\$50) 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 26, 2025 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 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 City of Saluda 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 SPD or the City of Saluda 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 Saluda 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 the SALUDA 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 SALUDA POLICE DEPARTMENT.



Ryan Fabbri, Interim City Manager  
City of North Myrtle Beach



Archie Hill, Police Chief  
Saluda Police Department

Date: 4-29-2025

Date: 4-1-25



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 WINTHROP UNIVERSITY POLICE THE PARTIES AGREE AS FOLLOWS:**

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

- (a) WUPD 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 22, 2025 through May 26, 2025. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 23, 2025, and ending at 11:59 p.m. on May 26, 2025. However, the WUPD shall not be required to begin providing assistance until May 23, 2025 continuing through May 26, 2025 unless otherwise requested by the City of North Myrtle Beach to

commence providing services prior to May 23, 2025 during the above referenced effective period.

(b) The specific law enforcement services that the WUPD 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 26, 2025 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 WUPD to request the temporary transfer of law enforcement officers from the WUPD to the extent of available personnel and equipment not required for the adequate protection of the remainder of Winthrop University. The Police Chief or commanding officer of the WUPD 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 WUPD shall be final.

(b) Winthrop University authorizes the Chief of the WUPD 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 Winthrop University .

(c) Law enforcement officers from the WUPD acting under this Agreement shall be commanded by superior authority from within the WUPD to maintain the peace or perform duties in the municipality of North Myrtle Beach, South Carolina. While in North Myrtle Beach, officers from the WUPD shall be under the direction and authority of a designated person from the WUPD. The designated person from the WUPD with authority over the officers from the WUPD shall in turn be under the direction and authority of Chief of Police for the NMBPD or the Chief's designee. Officers from the WUPD 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 WUPD 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 fifty dollar (\$50) per diem to each officer from the WUPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the WUPD transferred to the municipality of North Myrtle Beach pursuant to this

Agreement. The NMBPD shall also reimburse the WUPD the rate of salary or the hourly rate of wages for each officer transferred from the WUPD. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. WUPD shall submit an invoice to the NMBPD within thirty (30) days from May 26, 2025, regarding reimbursement for officers transferred pursuant to this Agreement. Reimbursement shall not include travel expenses.

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

The temporary transfer of officers from the WUPD 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 Winthrop University 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 WUPD or Winthrop University 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 Winthrop University 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 WUPD 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 WUPD 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 WUPD 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 WUPD 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 THE WINTHROP UNIVERSITY 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 WINTHROP UNIVERSITY POLICE DEPARTMENT.



Ryan Fabbri, Interim City Manager  
City of North Myrtle Beach  
DEPARTMENT



Charles Yearta, Police Chief  
WINTHROP UNIVERSITY POLICE

Date: 4.29.2025

Date: 04/07/2025



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 YEMASSEE POLICE 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 22, 2025 through May 26, 2025. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 23, 2025, and ending at 11:59 p.m. on May 26, 2025. However, the YPD shall not be required to begin providing assistance until May 23, 2025 continuing through May 26, 2025 unless otherwise requested by the City of North Myrtle Beach to

commence providing services prior to May 23, 2025 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 26, 2025 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 Town of Yemassee. 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 Town of Yemassee 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 Town of Yemassee.

(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 fifty dollar (\$50) 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 26, 2025 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 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 Town of Yemassee 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 YPD or the Town of Yemassee 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 Yemassee 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.

**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 THE YEMASSEE 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 YEMASSEE POLICE DEPARTMENT.



Ryan Fabbri, Interim City Manager  
City of North Myrtle Beach

Date: 4.29.2025



Gregory Alexander, Police Chief  
YEMASSEE POLICE DEPARTMENT

 Matthew E. Garry  
Town Administrator  
Date: 3-12-25