

**REQUEST FOR CITY COUNCIL CONSIDERATION**

Meeting Date: May 19, 2025

Agenda Item: 5A	Prepared for: Chris Noury, City Attorney
Agenda Section: Consent: Resolution	Date: May 15, 2025
Subject: A Resolution to approve an additional Mutual Aid Agreement for the 2025 Memorial Day Bike Week	Division: Legal

**Background:**

Attached is a Resolution to approve an additional Mutual Aid Agreement for the 2025 Memorial Day Bike Week Event. The City will be assisted this year with detention center staff from the Georgetown County Sheriff's Office.

**Recommended Action:**

Adoption of the Resolution

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

**A RESOLUTION**

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

Georgetown County Sheriff's Office

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

**Section 1:** The Mutual Aid Agreement referenced above is hereby approved.

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

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

**Resolved this the Nineteen Day of MAY 2025.**

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

ATTEST:

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

Resolution: 25-06

State of South Carolina )  
 )  
County of Horry )

**MUTUAL AID AND LAW ENFORCEMENT  
SUPPORT AGREEMENT BETWEEN THE  
CITY OF NORTH MYRTLE BEACH AND  
THE GEORGETOWN COUNTY SHERIFF'S  
OFFICE**

**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 GEORGETOWN COUNTY SHERIFF THE PARTIES AGREE AS FOLLOWS:**

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

(a) GCSO 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 GCSO 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 GCSO 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 GCSO to request the temporary transfer of law enforcement officers from the GCSO to the extent of available personnel and equipment not required for the adequate protection of the remainder of County of Georgetown. The Police Chief or commanding officer of the GCSO 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 GCSO shall be final.

(b) The County of Georgetown authorizes the Chief of the GCSO 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 County of Georgetown.

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

each officer transferred from the GCSO. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. GCSO 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 GCSO as indicated above, the NMBPD shall not be obligated to pay additional remuneration to the GCSO however, in the event any extraordinary cost is incurred by the GCSO in the rendering of law enforcement services pursuant to this Agreement, the GCSO may submit a request for compensation to off-set any extraordinary cost. The NMBPD shall not unreasonably withhold payment to the GCSO for any extraordinary costs incurred by the GCSO while rendering law enforcement services pursuant to this Agreement.

The temporary transfer of officers from the GCSO 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 County of Georgetown 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 GCSO or the County of Georgetown 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 County of Georgetown 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 GCSO 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 GCSO 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 GCSO 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 GCSO 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 GEORGETOWN COUNTY SHERIFF'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 GEORGETOWN COUNTY SHERIFF'S OFFICE.

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Ryan Fabbri, Interim City Manager  
City of North Myrtle Beach

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Carter Weaver, Sheriff  
GEORGETOWN COUNTY SHERIFF'S  
OFFICE

Date: \_\_\_\_\_

Date: \_\_\_\_\_