

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: April 4, 2022

Agenda Item: 5	Prepared by: Chris Noury, City Attorney
Agenda Section: Consent: Resolution	Date: March 28, 2022
Subject: A Resolution to approve the Mutual Aid Agreements for the 2022 Memorial Day Bike Week Event	Division: Legal

Background:

Attached is a Resolution to approve the Mutual Aid Agreements for the 2022 Memorial Day Bike Week Event. The City will be assisted this year with law enforcement officers from the following police agencies within the State of South Carolina:

- Charleston Sheriff Department
- Conway Police Department
- Goose Creek Police Department
- Irmo Police Department
- Lexington Police Department.
- Moncks Corner Police Department
- Mt. Pleasant Police Department

Recommended Action:

Adoption of the Resolution

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

A RESOLUTION

A RESOLUTION TO APPROVE THE MUTUAL AID AGREEMENTS FOR THE 2022 MEMORIAL DAY BIKE WEEK EVENT BETWEEN THE CITY OF NORTH MYRTLE BEACH AND THE BELOW REFERENCED LAW ENFORCEMENT AGENCIES AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE MUTUAL AID AGREEMENTS ON BEHALF OF THE CITY.

Charleston Sheriff Department
Conway Police Department
Goose Creek Police Department
Irmo Police Department
Lexington Police Department
Moncks Corner Police Department
Mount Pleasant 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 Fourth Day of APRIL 2022.

Mayor Hatley

ATTEST:

City Clerk

Resolution: 22-04

- (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 COUNTY OF CHARLESTON SHERIFF'S OFFICE (CCSO), THE PARTIES AGREE AS FOLLOWS:

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

(a) CCSO 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 24, 2022 through May 30, 2022. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 26, 2022, and ending at 11:59 p.m. on May 30, 2022. However, the CCSO shall not be required to begin providing assistance until May 26, 2022 continuing through May 30, 2022 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 28, 2021 during the above referenced effective period.

(b) The specific law enforcement services that the CCSO 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 30, 2022 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 CCSO to request the temporary transfer of law enforcement officers from the CCSO to the extent of available personnel and equipment not required for the adequate protection of the remainder of County of Charleston. The Police Chief or commanding officer of the CCSO 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 CCSO shall be final.

(b) The County of Charleston authorizes the Sheriff of the CCSO 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 Charleston.

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

3 COMPENSATION

The NMBPD shall provide a thirty-five dollar (\$35) per diem to each officer from the CCSO transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the CCSO transferred to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the CCSO the rate of salary or the hourly rate of wages for each officer transferred from the CCSO. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. CCSO shall submit an invoice to the NMBPD within thirty (30) days from May 30, 2022 regarding reimbursement for officers transferred pursuant to this Agreement. Reimbursement shall not include travel expenses.

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

The temporary transfer of officers from the CCSO 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 Charleston 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 CCSO or the County of Charleston 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 Charleston 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 CCSO 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 CCSO 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 CCSO 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 CCSO 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 COUNTY OF CHARLESTON 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 COUNTY OF CHARLESTON SHERIFF'S OFFICE.

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

Al Cannon, Sheriff
Charleston County Sheriff's Office

Date: _____

Date: _____

- (5) specific language dealing with the legal contingencies for any lawsuits or the payment of damages that arise from the provided services;
 - (6) a stipulation as to which law enforcement authority maintains control over the law enforcement provider's personnel;
 - (7) specific arrangements for the use of equipment and facilities; and
 - (8) specific language dealing with the processing of requests for information pursuant to the Freedom of Information Act for public safety functions performed or arising under these agreements.
- (B) Except as provided in subsection (C), a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing bodies of each concerned county, incorporated municipality, or other political subdivision of this State. Agreements entered into are executed between governing bodies, and, therefore, may last until the agreement is terminated by a participating party of the agreement.
- (C) An elected official whose office was created by the Constitution or by general law of this State is not required to seek approval from the elected official's governing body in order to participate in mutual aid agreements.

NOW THEREFORE, PURSUANT TO THE CODE OF LAWS OF SOUTH CAROLINA, SECTION 23-20-10 ET SEQ, THE NORTH MYRTLE BEACH POLICE DEPARTMENT (NMBPD) AND CONWAY POLICE DEPARTMENT (CPD), 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 24, 2022 through May 30, 2022. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 26, 2022, and ending at 11:59 p.m. on May 30, 2022. However, the CPD shall not be required to begin providing assistance until May 26, 2022 continuing through May 30, 2022 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 28, 2021 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 30, 2022 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 thirty-five dollar (\$35) per diem to each officer from the CPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the CPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the CPD the rate of salary or the hourly rate of wages for each officer transferred from the CPD. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. CPD shall submit an invoice to the NMBPD within thirty (30) days from May 30, 2022 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 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.

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

Dale Long, Chief of Police
Goose Creek Police Department

Date: _____

Date: _____

- (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 GOOSE CREEK POLICE DEPARTMENT (GCPD), 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 24, 2022 through May 30, 2022. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 26, 2022, and ending at 11:59 p.m. on May 30, 2022. However, the GCPD shall not be required to begin providing assistance until May 26, 2022 continuing through May 30, 2022 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 28, 2021 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 30, 2022 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 thirty-five dollar (\$35) per diem to each officer from the GCPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the GCPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the GCPD the rate of salary or the hourly rate of wages for each officer transferred from the GCPD. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. GCPD shall submit an invoice to the NMBPD within thirty (30) days from May 30, 2022 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 the Goose Creek Police Department.

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

L.J. Roscoe, Chief of Police
Goose Creek Police Department

Date: _____

Date: _____

- (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 IRMO POLICE DEPARTMENT (IPD), THE PARTIES AGREE AS FOLLOWS:

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

(a) IPD shall provide Officers on a temporary basis to provide law enforcement services in the City of North Myrtle Beach, South Carolina during the Memorial Day Bike Event beginning on May 24, 2022 through May 30, 2022. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 26, 2022, and ending at 11:59 p.m. on May 30, 2022. However, the IPD shall not be required to begin providing assistance until May 26, 2022 continuing through May 30, 2022 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 28, 2021 during the above referenced effective period.

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

(c) This agreement shall terminate, as indicated in paragraph 1(a) on Monday, May 30, 2022 at 11:59 pm. This agreement shall not be modified unless both parties

consent, in writing, to a modification. The terms of the modification shall be in writing and shall become a part of the original Agreement.

2. AUTHORITY

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

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

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

3 COMPENSATION

The NMBPD shall provide a thirty-five dollar (\$35) per diem to each officer from the IPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the IPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the IPD the rate of salary or the hourly rate of wages for each officer transferred from the IPD. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. IPD shall submit an invoice to the NMBPD within thirty (30) days from May 30, 2022 regarding reimbursement for officers transferred pursuant to this Agreement. Reimbursement shall not include travel expenses.

Other than the compensation to be paid to the IPD as indicated above, the NMBPD shall not be obligated to pay additional remuneration to the IPD however, in the event any extraordinary cost is incurred by the IPD in the rendering of law enforcement

services pursuant to this Agreement, the IPD may submit a request for compensation to off-set any extraordinary cost. The NMBPD shall not unreasonably withhold payment to the IPD for any extraordinary costs incurred by the IPD while rendering law enforcement services pursuant to this Agreement.

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

4. 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 IPD or the Town of Irmo under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. The NMBPD and the Town of Irmo shall be responsible for payment of compensation and benefits only to their respective employees.

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

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

5. EQUIPMENT AND FACILITIES

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

6. RECORDS

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

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

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

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

Bobby Dale, Chief of Police
Irmo Police Department

Date: _____

Date: _____

- (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 LEXINGTON POLICE DEPARTMENT (LPD), THE PARTIES AGREE AS FOLLOWS:

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

(a) LPD 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 24, 2022 through May 30, 2022. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 26, 2022, and ending at 11:59 p.m. on May 30, 2022. However, the LPD shall not be required to begin providing assistance until May 26, 2022 continuing through May 30, 2022 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 28, 2021 during the above referenced effective period.

(b) The specific law enforcement services that the LPD 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 30, 2022 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 LPD to request the temporary transfer of law enforcement officers from the LPD to the extent of available personnel and equipment not required for the adequate protection of the remainder of City Of Lexington. The Police Chief or commanding officer of the LPD 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 LPD shall be final.

(b) The City Of Lexington authorizes the Chief of the LPD 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 Lexington.

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

3 COMPENSATION

The NMBPD shall provide a thirty-five dollar (\$35) per diem to each officer from the LPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the LPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the LPD the rate of salary or the hourly rate of wages for each officer transferred from the LPD. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. LPD shall submit an invoice to the NMBPD within thirty (30) days from May 30, 2022 regarding reimbursement for officers transferred pursuant to this Agreement. Reimbursement shall not include travel expenses.

Other than the compensation to be paid to the LPD as indicated above, the NMBPD shall not be obligated to pay additional remuneration to the LPD however, in in the event

any extraordinary cost is incurred by the LPD in the rendering of law enforcement services pursuant to this Agreement, the LPD may submit a request for compensation to off-set any extraordinary cost. The NMBPD shall not unreasonably withhold payment to the LPD for any extraordinary costs incurred by the LPD while rendering law enforcement services pursuant to this Agreement.

The temporary transfer of officers from the LPD 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 Lexington 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 LPD or the City Of Lexington 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 Lexington 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 LPD 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 LPD 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 LPD 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 LPD 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 Lexington 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 Lexington Police Department.

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

Terrence Green, Chief of Police
Lexington Police Department

Date: _____

Date: _____

- (5) specific language dealing with the legal contingencies for any lawsuits or the payment of damages that arise from the provided services;
 - (6) a stipulation as to which law enforcement authority maintains control over the law enforcement provider's personnel;
 - (7) specific arrangements for the use of equipment and facilities; and
 - (8) specific language dealing with the processing of requests for information pursuant to the Freedom of Information Act for public safety functions performed or arising under these agreements.
- (B) Except as provided in subsection (C), a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing bodies of each concerned county, incorporated municipality, or other political subdivision of this State. Agreements entered into are executed between governing bodies, and, therefore, may last until the agreement is terminated by a participating party of the agreement.
- (C) An elected official whose office was created by the Constitution or by general law of this State is not required to seek approval from the elected official's governing body in order to participate in mutual aid agreements.

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

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

(a) MCPD shall provide Officers on a temporary basis to provide law enforcement services in the City of North Myrtle Beach, South Carolina during the Memorial Day Bike Event beginning on May 24, 2022 through May 30, 2022. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 26, 2022, and ending at 11:59 p.m. on May 30, 2022. However, the MCPD shall not be required to begin providing assistance until May 26, 2022 continuing through May 30, 2022 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 28, 2021 during the above referenced effective period.

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

(c) This agreement shall terminate, as indicated in paragraph 1(a) on Monday, May 30, 2022 at 11:59 pm. This agreement shall not be modified unless both parties

consent, in writing, to a modification. The terms of the modification shall be in writing and shall become a part of the original Agreement.

2. AUTHORITY

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

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

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

3 COMPENSATION

The NMBPD shall provide a thirty-five dollar (\$35) per diem to each officer from the MCPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the MCPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the MCPD the rate of salary or the hourly rate of wages for each officer transferred from the MCPD. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. MCPD shall submit an invoice to the NMBPD within thirty (30) days from May 30, 2022 regarding reimbursement for officers transferred pursuant to this Agreement. Reimbursement shall not include travel expenses.

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

The temporary transfer of officers from the MCPD to the NMBPD pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of transferred or assigned officers and such officers shall continue to be paid by the City of Moncks Corner 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 MCPD or the City of Moncks Corner 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 Moncks Corner shall be responsible for payment of compensation and benefits only to their respective employees.

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

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

5. EQUIPMENT AND FACILITIES

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

6. **RECORDS**

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

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

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

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

E. B. Ollic, Chief of Police
Moncks Corner Police Department

Date: _____

Date: _____

- (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 MOUNT PLEASANT POLICE DEPARTMENT (MPPD), THE PARTIES AGREE AS FOLLOWS:

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

(a) MPPD 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 24, 2022 through May 30, 2022. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 26, 2022, and ending at 11:59 p.m. on May 30, 2022. However, the MPPD shall not be required to begin providing assistance until May 26, 2022 continuing through May 30, 2022 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 28, 2021 during the above referenced effective period.

(b) The specific law enforcement services that the MPPD 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 30, 2022 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 MPPD to request the temporary transfer of law enforcement officers from the MPPD to the extent of available personnel and equipment not required for the adequate protection of the remainder of Town Of Mount Pleasant. The Police Chief or commanding officer of the MPPD 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 MPPD shall be final.

(b) The Town of Mount Pleasant authorizes the Chief of the MPPD 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 Mount Pleasant.

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

3 COMPENSATION

The NMBPD shall provide a thirty-five dollar (\$35) per diem to each officer from the MPPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the MPPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the MPPD the rate of salary or the hourly rate of wages for each officer transferred from the MPPD. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. MPPD shall submit an invoice to the NMBPD within thirty (30) days from May 30, 2022 regarding reimbursement for officers transferred pursuant to this Agreement. Reimbursement shall not include travel expenses.

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

The temporary transfer of officers from the MPPD 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 Mount Pleasant 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 MPPD or the Town of Mount Pleasant 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 Mount Pleasant 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 MPPD 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 MPPD 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 MPPD 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 MPPD 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 Mount Pleasant 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 Mount Pleasant Police Department.

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

Carl Ritchie, Chief of Police
Goose Creek Police Department

Date: _____

Date: _____