

**REQUEST FOR CITY COUNCIL CONSIDERATION**

Meeting Date: May 15, 2023

Agenda Item: 5A	Prepared by: Chris Noury, City Attorney
Agenda Section: Consent: Resolution	Date: May 9, 2023
Subject: A Resolution to approve the Mutual Aid Agreements for the 2023 Memorial Day Bike Week Event	Division: Legal

**Background:**

Attached is a Resolution to approve the Mutual Aid Agreements for the 2023 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:

- Conway Police Department
- Duncan Police Department
- Irmo Police Department
- Goose Creek Police Department
- Greenville County Sherriff's Department
- Mt. Pleasant Police Department
- Summerville Police Department

**Recommended Action:**

Adoption of the Resolution

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

**A RESOLUTION**

**A RESOLUTION TO APPROVE THE MUTUAL AID AGREEMENTS FOR THE  
2023 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.**

Conway Police Department  
Duncan Police Department  
Irmo Police Department  
Goose Creek Police Department  
Greenville County Sherriff's Department  
Mt. Pleasant Police Department  
Summerville 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 Fifteenth Day of MAY 2023.**

\_\_\_\_\_  
Mayor Hatley

ATTEST:

\_\_\_\_\_  
City Clerk

Resolution: 23-06



- (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 SUMMERVILLE POLICE DEPARTMENT (SPD), 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 23, 2023 through May 29, 2023. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 25, 2023, and ending at 11:59 p.m. on May 29, 2023. However, the SPD shall not be required to begin providing assistance until May 26, 2023 continuing through May 29, 2023 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 26, 2023 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 29, 2023 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 Summerville. The Police Chief or commanding officer of the SPD shall determine the amount of personnel and equipment available for law enforcement aid in North Myrtle Beach. The decision of the Police Chief or the commanding officer of the SPD shall be final.

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

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

## **3 COMPENSATION**

The NMBPD shall provide a thirty-five dollar (\$35) per diem to each officer from the SPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the SPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the SPD the rate of salary or the hourly rate of wages for each officer transferred from the SPD. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. SPD shall submit an invoice to the NMBPD within thirty (30) days from May 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 SPD as indicated above, the NMBPD shall not be obligated to pay additional remuneration to the SPD however, in in the event

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

The temporary transfer of officers from the SPD to the NMBPD pursuant to this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of transferred or assigned officers and such officers shall continue to be paid by the City of Summerville 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 Summerville under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. The NMBPD and the City of Summerville shall be responsible for payment of compensation and benefits only to their respective employees.

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

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

#### **5. EQUIPMENT AND FACILITIES**

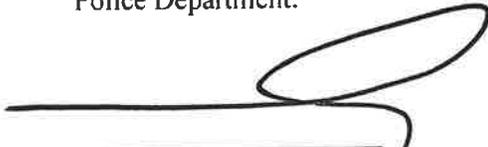
The SPD may utilize equipment from its own agency, if approved of by the Chief of Police for the NMBPD or his designee, in carrying out law enforcement services pursuant to this Agreement.

6. RECORDS

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

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

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

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

Date: 4-23-23

\_\_\_\_\_  
Doug Wright, Chief of Police  
Summerville Police Department

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

  
\_\_\_\_\_  
Lisa Wallace, Town Administrator  
Town of Summerville, SC

Date: 3-20-2023

State of South Carolina )  
 )  
County of Horry )

**MUTUAL AID AND LAW ENFORCEMENT  
SUPPORT AGREEMENT BETWEEN THE  
CITY OF NORTH MYRTLE BEACH AND  
THE GREENVILLE 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

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 GREENVILLE COUNTY SHERIFF'S OFFICE (GCSO), 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 23, 2023 through May 29, 2023. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 25, 2023, and ending at 11:59 p.m. on May 29, 2023. However, the GCSO shall not be required to begin providing assistance until May 26, 2022 continuing through May 29, 2023 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 26, 2023 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 29, 2023 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 Greenville County. The Sherriff 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 Sherriff or the commanding officer of the GCSO shall be final.

(b) The County of Greenville authorizes the Sherriff of 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 Greenville.

(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 the 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 thirty-five dollar (\$35) 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 29, 2023 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 Greenville 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 Greenville 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 Greenville 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**

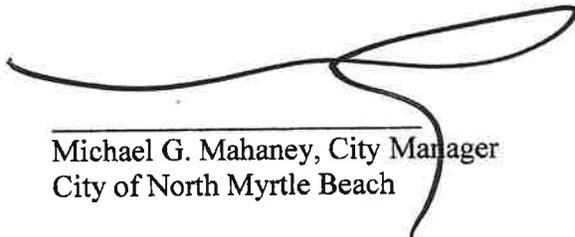
The GCSO may utilize equipment from its own agency, if approved of by the Chief of Police for the NMBPD or his designee, in carrying out law enforcement services pursuant to this Agreement.

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 GREENVILLE COUNTY SHERRIFF'S 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 GREENVILLE COUNTY SHERRIFF'S DEPARTMENT.



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



Hobart Lewis, Sherriff  
Greenville County Sherriff's Office

Date: 4/23/23

Date: 2-13-23

**State of South Carolina )**  
**County of Horry )**

**MUTUAL AID AND LAW ENFORCEMENT  
SUPPORT AGREEMENT BETWEEN THE  
CITY OF NORTH MYRTLE BEACH AND  
MT. PLEASANT 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

**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 MT. 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 23, 2023 through May 29, 2023. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 25, 2023 and ending at 11:59 p.m. on May 29, 2023. However, the MPPD shall not be required to begin providing assistance until May 26, 2023 continuing through May 29, 2023 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 26, 2023 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 29, 2023 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 Mt. 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 Mt. 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 Mt. 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 29, 2023 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 Mt. 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 Mt. 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 Mt. 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**

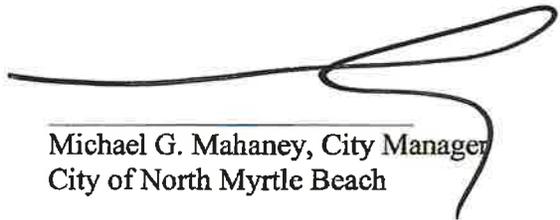
The MPPD may utilize equipment from its own agency, if approved of by the Chief of Police for the NMBPD or his designee, in carrying out law enforcement services pursuant to this Agreement.

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 MT. 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 MT. PLEASANT POLICE DEPARTMENT.

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

  
\_\_\_\_\_  
Mark Arnold, Chief of Police  
Mt. Pleasant Police Department

Date: 4/23/23

Date: 3/28/23



- (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 23, 2023 through May 29, 2023. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 25, 2023 and ending at 11:59 p.m. on May 29, 2023. However, the GCPD shall not be required to begin providing assistance until May 26, 2023 continuing through May 29, 2023 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 26, 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 29, 2023 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 29, 2023 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**

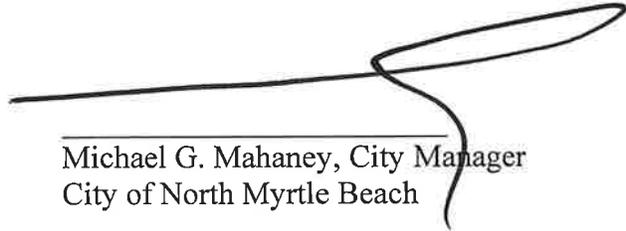
The GCPD may utilize equipment from its own agency, if approved of by the Chief of Police for the NMBPD or his designee, in carrying out law enforcement services pursuant to this Agreement.

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.

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

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

Date: 4/23/23

Date: 3-22-23

**State of South Carolina )**  
**County of Horry )**

**MUTUAL AID AND LAW ENFORCEMENT  
SUPPORT AGREEMENT BETWEEN THE  
CITY OF NORTH MYRTLE BEACH AND  
THE TOWN OF IRMO**

**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

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 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 23, 2023 through May 29, 2023. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 25, 2023, and ending at 11:59 p.m. on May 29, 2023. However, the IPD shall not be required to begin providing assistance until May 26, 2023 continuing through May 29, 2023 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 26, 2023 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 29, 2023 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 29, 2023 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**

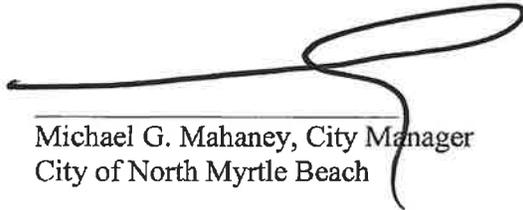
The IPD may utilize equipment from its own agency, if approved of by the Chief of Police for the NMBPD or his designee, in carrying out law enforcement services pursuant to this Agreement.

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.

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

  
\_\_\_\_\_  
Bobby Dale, Chief of Police  
Irmo Police Department

Date: 4/23/23

Date: 2/13/2023

State of South Carolina )  
 )  
County of Horry )

**MUTUAL AID AND LAW ENFORCEMENT  
SUPPORT AGREEMENT BETWEEN THE  
CITY OF NORTH MYRTLE BEACH AND  
THE DUNCAN 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

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 DUNCAN POLICE DEPARTMENT THE PARTIES AGREE AS FOLLOWS:**

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

(a) DPD 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 23, 2023 through May 29, 2023. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 25, 2023 and ending at 11:59 p.m. on May 29, 2023. However, the DPD shall not be required to begin providing assistance until May 26, 2023 continuing through May 29, 2023 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 26, 2023 during the above referenced effective period.

(b) The specific law enforcement services that the DPD 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 29, 2023 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 DPD to request the temporary transfer of law enforcement officers from the DPD to the extent of available personnel and equipment not required for the adequate protection of the remainder of Town of Duncan. The Police Chief or commanding officer of the DPD 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 DPD shall be final.

(b) The Town of Duncan authorizes the Chief of the DPD 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 Duncan.

(c) Law enforcement officers from the DPD acting under this Agreement shall be commanded by superior authority from within the DPD to maintain the peace or perform duties in the municipality of North Myrtle Beach, South Carolina. While in North Myrtle Beach, officers from the DPD shall be under the direction and authority of a designated person from the DPD. The designated person from the DPD with authority over the officers from the DPD shall in turn be under the direction and authority of Chief of Police for the NMBPD or the Chief's designee. Officers from the DPD 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 DPD 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 DPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. In addition, the NMBPD shall provide lodging for each officer from the DPD transferred to the municipality of North Myrtle Beach pursuant to this Agreement. The NMBPD shall also reimburse the DPD the rate of salary or the hourly rate of wages for each officer transferred from the DPD. Such reimbursement for each officer shall include any overtime and any applicable state and federal taxes and SCPORS contributions. DPD shall submit an invoice to the NMBPD within thirty (30) days from May 29, 2023 regarding reimbursement for officers transferred pursuant to this Agreement. Reimbursement shall not include travel expenses.

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

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

The temporary transfer of officers from the DPD 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 Duncan 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 DPD or the Town of Duncan 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 Duncan 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**

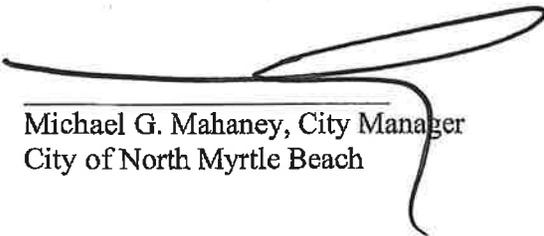
The DPD may utilize equipment from its own agency, if approved of by the Chief of Police for the NMBPD or his designee, in carrying out law enforcement services pursuant to this Agreement.

#### **6. RECORDS**

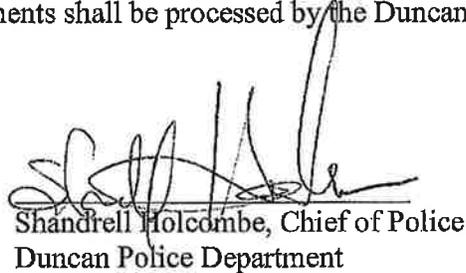
In the event that it is necessary for any officer with the DPD to issue a uniform traffic ticket, prepare an incident report, traffic accident report, and/or prepare any document(s) necessary for the issuance of an arrest warrant, the originals of the above stated documents shall remain with and be maintained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



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



Shandrell Holcombe, Chief of Police  
Duncan Police Department

Date: 4/23/23

Date: 3/1/2023

State of South Carolina )  
 )  
County of Horry )

**MUTUAL AID AND LAW ENFORCEMENT  
SUPPORT AGREEMENT BETWEEN THE  
CITY OF NORTH MYRTLE BEACH AND  
THE CONWAY 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

Whereas, § 23-20-40 provides

- (A) All mutual aid agreements for law enforcement services must be in writing and include, but may not be limited to, the following:
  - (1) a statement of specific services to be provided;
  - (2) specific language dealing with financial agreements between the parties;
  - (3) specification of the records to be maintained concerning the performance of services to be provided to the agency;
  - (4) language dealing with the duration, modification, and termination of the agreement;

- (5) specific language dealing with the legal contingencies for any lawsuits or the payment of damages that arise from the provided services;
- (6) a stipulation as to which law enforcement authority maintains control over the law enforcement provider's personnel;
- (7) specific arrangements for the use of equipment and facilities; and
- (8) specific language dealing with the processing of requests for information pursuant to the Freedom of Information Act for public safety functions performed or arising under these agreements.

- (B) Except as provided in subsection (C), a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing bodies of each concerned county, incorporated municipality, or other political subdivision of this State. Agreements entered into are executed between governing bodies, and, therefore, may last until the agreement is terminated by a participating party of the agreement.
- (C) An elected official whose office was created by the Constitution or by general law of this State is not required to seek approval from the elected official's governing body in order to participate in mutual aid agreements.

**NOW THEREFORE, PURSUANT TO THE CODE OF LAWS OF SOUTH CAROLINA, SECTION 23-20-10 ET SEQ, THE NORTH MYRTLE BEACH POLICE DEPARTMENT (NMBPD) AND CONWAY POLICE DEPARTMENT (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 23, 2023 through May 29, 2023. The Agreement shall be effective for the period beginning at 12:00 a.m. on May 25, 2025, and ending at 11:59 p.m. on May 29, 2023. However, the CPD shall not be required to begin providing assistance until May 26, 2023 continuing through May 29, 2023 unless otherwise requested by the City of North Myrtle Beach to commence providing services prior to May 26, 2023 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 29, 2023 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 29, 2023 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**

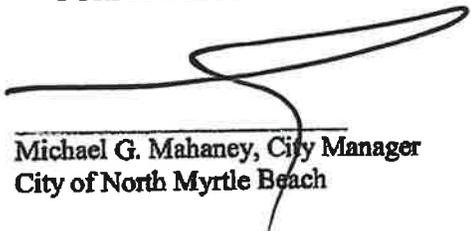
The CPD may utilize equipment from its own agency, if approved of by the Chief of Police for the NMBPD or his designee, in carrying out law enforcement services pursuant to this Agreement.

**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



Adam Emrick, City Administrator  
City of Conway

Date: 4/23-23

Date: 3/8/23