



PUBLIC SAFETY COMMITTEE MEETING

TUESDAY, SEPTEMBER 2, 2025 | 6 PM

3rd Committee Meeting

The Committee will meet in Mauldin City Hall at 5 East Butler Road in the Council Chambers at 6 p.m.

The meeting will be available remotely through Zoom. Please visit the City's website at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/> to access the meeting via audio and videoconferencing.
A quorum of Council will be present.

**PUBLIC SAFETY COMMITTEE
MEETING SEPTEMBER 2, 2025
CITY HALL - COUNCIL
CHAMBERS 5 E. BUTLER
ROAD**

Committee Members: Carol King (Chair), Frank Allgood, and Jason Kraeling

- | | |
|---|------------------------|
| 1. <u>Call to Order</u> | Chairperson Carol King |
| 2. <u>Public Comment</u> | Chairperson Carol King |
| 3. <u>Reading and Approval of Minutes</u> | Chairperson Carol King |
| a. Public Safety Committee Meeting: August 4, 2025 [Pages 3-4] | |
| 4. <u>Reports or Communications from City Officers</u> | Chairperson Carol King |
| a. Fire Chief Brian McHone | |
| b. Chief Administrative Judge Donna DeRado | |
| c. Police Chief George Miller | |
| 5. <u>Unfinished Business</u> | Chairperson Carol King |
| There is no unfinished business. | |
| 6. <u>New Business</u> | Chairperson Carol King |
| a. School Resource Officer Grant and Agreement with Green Charter [Pages 5-18] | |
| b. Mutual Aid Agreement with Clemson University Police Department [Pages 19-30] | |
| c. Part-Time Administrative Judge Appointment [Page 31] | |
| 7. <u>Public Comment</u> | Chairperson Carol King |
| 8. <u>Committee Concerns</u> | Chairperson Carol King |
| 9. <u>Adjournment</u> | Chairperson Carol King |

MINUTES
PUBLIC SAFETY COMMITTEE MEETING AUGUST 4, 2025
CITY HALL - COUNCIL CHAMBERS 5 E. BUTLER ROAD
1st committee meeting

Committee Members present: Carol King (Chair), Frank Allgood, and Jason Kraeling
Others present: Police Chief George Miller, Fire Chief Brian McHone, and City Administrator Seth Duncan. Judicial Director Donna DeRado was not present.

1. Call to Order- Chairwoman King

2. Public Comment- None

3. Reading and Approval of Minutes

a. Public Safety Committee Meeting: July 7, 2025

Motion: Councilman Kraeling made a motion to accept the minutes with Councilman Allgood seconding.

Vote: The vote was unanimous (3-0).

4. Reports or Communications from City Officers

a. Fire Chief Brian McHone

i. Budget Review

Chief McHone reported the department has responded to 3327 total calls to date. The company that replaced the siding on the Miller Road Fire Station also redid the siding on the fire safety house at no charge.

b. Judicial Director/ Chief Municipal Judge Donna DeRado

i. Budget Review

c. Police Chief George Miller

i. Budget Review

The department will be getting a new K9 officer soon. National Night Out is scheduled for tomorrow, but a meeting will be held in the morning to determine whether or not to postpone due to the rainy weather. September 20th will be the rainout date.

The department has gotten its SCCALEA designation. The CALEA determination will be on August 22nd.

5. Unfinished Business- There is no unfinished business.

6. New Business

a. School Resource Officer Agreement with Greenville County School District

The City of Mauldin has in place an agreement with Greenville County School District to assign School Resource Officers (SRO) within area schools for the protection of students and to be a resource to students, teachers, and parents. The agreement outlines the general duties, responsibilities, and fees associated with the program. The agreement for school year 2025-2026 does include two important changes:

- Fees paid by the School District to the City have increased from \$120,000 to \$157,500.
- The term of the agreement will be automatically renewed (as is) at the end of each school year unless either party provides 60-day notice of its desire to modify or terminate the agreement.

The agreement will be come back to Council if the monetary amount changes.

Motion: Councilman Kraeling made a motion to send this item to Council with a recommendation of approval with Councilman Allgood seconding.

Vote: The vote was unanimous (3-0).

7. Public Comment- None

8. Committee Concerns- None

9. Adjournment- Chairwoman King adjourned the meeting at 6:11 p.m.

Respectfully Submitted,

Cindy Miller
Municipal Clerk

PUBLIC SAFETY COMMITTEE

AGENDA ITEM SUMMARY

MEETING DATE: September 2, 2025

AGENDA ITEM: 6a

TO: Public Safety Committee
FROM: Chief George Miller
SUBJECT: School Resource Officer Grant and Agreement with Green Charter

REQUEST

Staff is requesting approval of an Agreement for School Resource Officers (SRO) program with Green Charter for the school year of 2025-2026 and beyond.

HISTORY/BACKGROUND

On July 29th, the City of Mauldin was informed that it had officially received the Fiscal Year 2025-2026 School Resource Officer Program Grant in an amount of \$775,457. The grant covers School Resource Officers (SROs) at a number of area schools within the Greenville County School District system and SC Public Charter school system. While the City had received this grant in previous years for area GCSD schools, this is the first time it has been received for SC Public Charter Schools – Green Charter Simpsonville and Green Charter High. The grant is funding 100 percent of the cost of expanding SRO coverage to the Green Charter schools in Mauldin including personnel expenses, equipment, and capital.

As part of the grant award, the City is required to enter into an Agreement with Green Charter, similar to the Agreement with GCSD. Staff utilized the Council approved GCSD Agreement as the basis of the Green Charter Agreement, with one modification. This modification stipulates that in the event state funding for the SRO program at Green Charter schools is suspended, revoked, or terminated, Green Charter assumes 100 percent of the financial responsibility to continue the SRO program, if so desired.

Due to the nature of the grant and at the request of the South Carolina Department of Public Safety, the Agreement was required to be returned to SCDPS by August 28th. The Agreement was authorized by the Mayor, City Administrator and Chief of Police, as well as by Green Charter before the deadline. This was done upon the understanding that Council authorized the SRO Grant Program as part of the FY2025-2026 Budget and approved the SRO Agreement with GCSD. Though staff believe that proper authorization was provided to move forward with the grant, Council approval of the Agreement is requested at this time to ensure Council’s full understanding of the program and because the FY2025-2026 Budget Amendment will not take place until May of 2026.

ANALYSIS or STAFF FINDINGS

Mauldin Police Department and the City have successfully operated an SRO program for a number of years within area schools and are excited to expand the program to two new public charter schools within the City. The grant award will provide for the full cost of expanding this program to the charter schools which serve students from throughout the area.

FISCAL IMPACT

The City's FY2025-2026 Budget anticipated a grant award of \$309,000, however the City will be receiving (reimbursed) \$775,457 for the SRO program. Staff will include this budget adjustment in the FY2025-2026 Budget Amendment later on this fiscal year.

The grant award will cover personnel and equipment cost of the existing SRO grant funded offers at Bethel Elementary, Mauldin Elementary, and the Golden Strip Career and Technology Center, and provide funding for personnel, equipment and capital for officers placed at Green Charter Simpsonville and Green Charter Upstate High School Greenville (both within the City of Mauldin).

RECOMMENDATION

Staff recommends Council approval of the Agreement as presented.

ATTACHMENTS

- Agreement for School Resource Officers with Green Charter

STATE OF SOUTH CAROLINA)
) AGREEMENT FOR SCHOOL RESOURCE
) OFFICERS AND LAW ENFORCEMENT
COUNTY OF GREENVILLE) OFFICERS

THIS AGREEMENT, made and entered into August 1, 2025, by and between GLOBAL RENEWABLE ENERGY EDUCATION NETWORK, a South Carolina nonprofit corporation ("GREEN"), and the City of Mauldin, South Carolina, hereinafter referred to as "City".

WHEREAS, pursuant to Section 5-7-12 of the Code of Laws of South Carolina (1976), the GREEN Charter Schools Network has requested that the City assign one (1) officer from the Mauldin Police Department, (hereinafter "the MPD"), to serve as School Resource Officers [SRO] at Green Charter High School located at 356 Bridgeway Blvd. Simpsonville 29681, and one (1) officer to serve as an [SRO] at Green Charter School Simpsonville located at 1100 Brookfield Blvd. Greenville, SC 29607.

WHEREAS, Green Charter High School and Green Charter School Simpsonville are located within the Mauldin city limits; and

WHEREAS, pursuant to Section 5-7-12 of the Code of Laws of South Carolina (1976) the Mayor and Council for the City consent to assigning one (1) officer from the Mauldin Police Department, to serve as School Resource Officers [SRO] at Green Charter High School, and one (1) officer to serve as an [SRO] at Green Charter School Simpsonville to serve as SROs pursuant to the terms and conditions set forth in Section I herein.

NOW, THEREFORE, for and in consideration of the foregoing, and the promises and covenants set forth herein, the parties hereto agree as follows:

I. School Resource Officers

1. The MPD will assign one (1) officer to the GREEN Charter Schools Network to act as SRO to Green Charter High School and one (1) officer to the GREEN Charter Schools Network to act as an SRO to Green Charter School Simpsonville.

(A) The MPD will be responsible for the administration and supervision of the School Resource Officer Program at Green Charter High School and Green Charter School Simpsonville and will provide to the Superintendent of the GREEN Charter Schools Network, or his/her designee, an annual report of calls for services and criminal incidents at the schools in which the SROs are placed. The SROs shall be stationed at his or her assigned school.

(B) The GREEN Charter Schools Network shall provide for the benefit of each SRO the following: (i) access to an air-conditioned and properly lighted private office that contains a telephone that may be used for general business purposes, (ii) a location for files and records which can be properly locked and secured within the office, and (iii) a desk with drawers, an office chair, work table, filing cabinet, and office supplies.

2. Duties and Responsibilities of the SRO.

(A) **Instructional Duties and Responsibilities:** The SRO shall act as instructors for specialized, short-term programs consistent with their role as an SRO whenever requested to do so by the

principal of the school to which an SRO is assigned. When conducting public safety classes, the SRO shall act in the capacity of law enforcement officer, teacher and counselor.

(B) Additional Duties and Responsibilities: In addition to the above, except as to any law enforcement action required, each SRO shall: (i) coordinate all of his/her activities and programs with the principal and appropriate staff members and will request and receive permission, advice and guidance prior to enactment; and (ii) develop expertise in presenting various subjects to students, such subjects to include a basic understanding of the law, the role of the law enforcement officer, and his/her duties. The SRO shall encourage individual and small group discussions concerning the class materials with students so as to further establish rapport with the students. A program evaluation form will be distributed by the SRO to all students in attendance and the teacher after each session. The information provided by the students and the teacher on the program evaluation form will be kept on file by the principal and reviewed by the GREEN Charter Schools Network and the MPD on an annual basis. The SRO, whenever requested by the principal of the school to which an SRO is assigned, shall attend parent/faculty meetings for purposes of explaining and soliciting support for the School Resource Officer Program. The SRO, whenever requested by the principal of the school to which an SRO is assigned, shall be available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. The SRO shall become familiar with community agencies that offer assistance to youth and their families, including, but not limited to, mental health clinics and drug assistance centers. The SRO shall make referrals to such agencies, when necessary, thereby acting as a resource person to students, parents, faculty and staff of the school. The SRO shall assist the school's principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest. In the event it becomes necessary to conduct formal police interviews with the students, The SRO shall inform the school principal or his/her designee. The SRO shall adhere to the policies of the MPD as well as legal requirements whenever conducting such interviews.

The SRO shall take law enforcement action as required. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding his/her school assignment whenever necessary. The SRO shall, whenever possible, participate in and/or attend school functions as they relate to the duties of an SRO. The SRO shall maintain detailed and accurate records of their activities on a monthly basis and shall forward such records to their supervisors who, in turn, shall forward copies of such records to the Chief of Police for the MPD. The SRO shall not act as school disciplinarians, as disciplining students is a school responsibility. The SRO shall, however provide reasonable assistance to the school principal in the event of a disciplinary problem that requires such assistance. In the event the school principal is of the belief that a student has violated a law, then, in such event, the principal shall contact the SRO, or the SRO's supervisor, whenever the SRO is unavailable, to determine whether law enforcement action is appropriate. In the event of an emergency, school personnel shall notify the MPD via the 911 system. In cases of a contested expulsion, the officer will provide case information and/or testimony on behalf of the Superintendent of the GREEN Charter Schools Network, or his/her designee, and shall upon the request of the Superintendent, or his/her designee, testify, unless such testimony is deemed by the MPD as inappropriate or will compromise a criminal investigation.

(C) Co-curricular Activities and School Functions:

(i) **School Events outside Greenville County.** Upon request of the principal, or his/her designee, an SRO may attend school events outside Greenville County for purposes of

providing security services subject to the jurisdictional limitations imposed by S.C. Code §5-7-12 (1976).

(ii) **School Related Events.** Upon request of the principal, his/her designee, or a sponsor group, an SRO may attend any school related event including, but not limited to, carnivals, proms, Grad Night, overnight trips, dances, dramas and sporting events, for purposes of providing security services subject to the jurisdictional limitations imposed by S.C. Code §5-7-12 (1976). Payment for the security services to be provided by the SRO under (i) and (ii) of this paragraph shall be based on an hourly rate as determined by MPD Policy and paid directly to the SRO within thirty (30) days of event. The particular School or sponsor group making the request for security services shall be responsible for all payments related to such request.

3. **Program Goals and Evaluation.** The MPD and the GREEN Charter Schools Network shall develop program goals and objectives for the SRO program. Program goals shall be in line with the GREEN Charter Schools Network's action plan for a safe school atmosphere. This means that the SRO shall be active law enforcement officials on the school campuses, classroom instructors consistent with their role as an SRO, and resources for teachers, students, and parents. The SRO shall also be active in conferences, counseling, and referrals. Indicators of success shall be developed objectively and independently to measure how well the goals and objectives are obtained. The Chief of Police, for the MPD, shall evaluate the effectiveness of the SRO Program and make an annual report to the GREEN Charter Schools Network.
4. **Fees.** The law enforcement services provided pursuant to Section I of this Agreement. The salaries, fringe benefit costs and equipment costs of the SRO's at Green Charter High School and Green Charter School Simpsonville will be funded by a South Carolina Department of Public Safety [SCDPS] grant paid directly to MPD by SCDPS. In the event, state grant funds supporting the SRO positions at Green Charter High School and Green Charter School Simpsonville are suspended, delayed, withdrawn, or otherwise discontinued, Green Charter agrees to continue funding these SRO positions at 100 percent (100%) of costs incurred to be billed on a monthly basis. The amounts owed by the GREEN Charter Schools Network, hereunder, shall be paid by the GREEN Charter Schools Network to the City of Mauldin, in arrears, in monthly installments. The City will submit monthly invoices to the GREEN Charter Schools Network within thirty (30) days after the close of each calendar month for the law enforcement services provided during the preceding month. Payment on the invoices shall be due within thirty (30) days of the date on the invoice. If payment is not received in accordance with the terms of this Agreement, the City, in addition to any other rights the City may have, shall have the right, without notice, to suspend all services provided pursuant to this Agreement, or City may immediately terminate this Agreement. The GREEN Charter Schools Network shall be responsible to the City of Mauldin for payment of all law enforcement services provided pursuant to the terms of this Agreement prior to the date of termination.
5. **Employment Status of the SRO.** SROs shall at all times remain employees of the MPD, and under no circumstances shall the SROs be considered employees of the GREEN Charter Schools Network. SROs are law enforcement officers who shall uphold the law, be under the direct supervision and control of the MPD, and remain responsible to the chain of command of the MPD.
6. **Appointment of the SRO.** In the event that the principal of the school to which an SRO is assigned believes that a particular SRO is not effectively performing his or her duties and responsibilities, the principal shall state in writing the reasons for such belief to the Superintendent of the GREEN Charter Schools Network. The Superintendent of the GREEN

Charter Schools Network, within a reasonable time after receiving the complaint from the principal, shall inform the MPD Chief of Police, or his/her designee, of the principal's concerns. Should the Chief of Police so desire, the Superintendent and the Chief of Police, or their designees, shall meet with the particular SRO for purposes of mediating or resolving the matter. If, within a reasonable amount of time after commencement of mediation, the problem cannot be resolved, or should the Chief of Police not seek mediation, then the particular SRO shall be reassigned and a replacement obtained. Additionally, the Chief of Police reserves the right to dismiss or reassign an SRO at his/her sole discretion. In the event of a resignation, dismissal, or reassignment of an SRO, or in the event of absences by an SRO, the Chief of Police may provide a temporary replacement for the SRO within (30) school days of receiving notice of such resignation, absence, dismissal, or reassignment. In the event an SRO is away from his/her assigned School due to illness, vacation, or subpoena, the school shall notify the MPD for routine and emergency calls.

7. **Safe/Access to Rifle.** In furtherance of school safety and to assist law enforcement in providing a prompt and effective response to an emergency or an active shooter situation, the GREEN Charter Schools Network agrees to allow the installation of a safe in the office provided to the SRO. The safe will be used solely for the proper retention and handling of a rifle/long gun. The rifle/long gun will only be utilized or possessed by the SRO in the presence of students at the school in response to a safety emergency or active shooter situation. The safe and rifle/long gun will be the property of the City, and the City shall be responsible for establishing procedures for its care and custody. The GREEN Charter Schools Network and the City must agree to the specific safe and rifle/long gun located in the SRO office to ensure adequate safety and security.

II. **GENERAL PROVISIONS:**

- (A) The term of this agreement will be automatically renewed on July 1st each year, unless at least 60 days prior to renewal date one party notifies the other in writing of its desire to modify or terminate the agreement.
- (B) The City will possess at all times during the life of this agreement automobile insurance, general liability insurance and workers compensation insurance. This insurance coverage shall not be less than \$300,000 per occurrence and \$600,000 in the aggregate. The GREEN Charter Schools Network may require the City to provide a certificate of insurance naming the GREEN Charter Schools Network as an additional insured at any time during the life of this agreement. The aforementioned policies should be issued by an "A" rated carrier licensed to do business in the State of South Carolina and satisfactory to the GREEN Charter Schools Network.
- (C) Except as otherwise specifically provided herein, this agreement may not be amended, modified or expanded except by written agreement of all the parties hereto. This agreement supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, among any of the parties with respect to the subject matter hereof. No party may assign any right or obligation under this agreement without the other parties' prior written consent. Any waiver by either party of any breach or any term or condition hereof shall be effective only if in writing and such writing shall not be deemed to be a waiver of any subsequent or other breach, term or condition to this agreement. The illegality, invalidity, or unenforceability of any provision of this agreement shall not render illegal, invalid or unenforceable any other provision hereof. This agreement shall be governed by and construed in accordance with the law of the State of South Carolina.

- (D) **Good Faith.** The GREEN Charter Schools Network, the City, the MPD, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the GREEN Charter Schools Network and the Chief of Police, or their designees.
- (E) **Notices.** All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

GREEN Charter Schools
 Attn: Executive Director
 1440 Pelham Rd.
 Greenville, SC 29601

City of Mauldin
 Attn: City Administrator
 P.O. Box 249
 Mauldin, SC 29662

Mauldin Police Department
 Attn: Chief of Police
 P.O. Box 249
 Mauldin, SC 29662


Either party may change the person and/or address to which notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

- (F) **Term and Termination.** Without cause, either party hereto may terminate this Agreement upon ninety (90) calendar days prior written *notice* to the other party hereto. For cause, either party may terminate this Agreement effective immediately upon giving written notice of termination for cause. "For cause" shall include (i) any material violation of this Agreement or (ii) any act exposing the other party to liability for any loss, claim, damage or expense that *is* not covered pursuant to the South Carolina Tort Claims Act or similar insurance protection.
- (G) **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.
- (H) **Nonwaiver.** The waiver by GREEN Charter Schools Network or City of a breach of this Agreement shall not operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Agreement shall be construed to be a waiver of such breach.
- (I) **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties relating to the matters herein; and this Agreement may be amended only by a writing signed by all parties hereto.
- (J) **Severability.** If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement.
- (K) **Relationship of the Parties.** The Parties shall at all times act as independent contractors, and the relationship between the parties shall not be deemed to be that of an employer/employee,

joint venture, partnership, or agent/principal.

- (L) **Applicable Law.** The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- (M) **Successors and Assigns.** The rights and obligations herein shall inure to and be binding upon the successors and assigns of the parties hereto.
- (N) **School Records.** To the extent that the City has access to records in furtherance of the obligations contained in this Agreement, that access and use of records, including student records, shall be in compliance with applicable state and federal law, including, but not limited to, the Family Educational Rights and Privacy Act.

ON BEHALF OF THE PARTIES HERETO, the duly authorized representatives of the parties have executed this Agreement on the date first herein above written.

By: 
Terry Merritt
Mayor

By: _____
Tom Cronin
Executive Director, GREEN Charter Schools

Approved as to form:


Seth Duncan
City Administrator


George Miller
Chief of Police

(B) Additional Duties and Responsibilities: In addition to the above, except as to any law enforcement action required, each SRO shall: (i) coordinate all of his/her activities and programs with the principal and appropriate staff members and will request and receive permission, advice and guidance prior to enactment; and (ii) develop expertise in presenting various subjects to students, such subjects to include a basic understanding of the law, the role of the law enforcement officer, and his/her duties. The SRO shall encourage individual and small group discussions concerning the class materials with students so as to further establish rapport with the students. A program evaluation form will be distributed by the SRO to all students in attendance and the teacher after each session. The information provided by the students and the teacher on the program evaluation form will be kept on file by the principal and reviewed by the GREEN Charter Schools Network and the MPD on an annual basis. The SRO, whenever requested by the principal of the school to which an SRO is assigned, shall attend parent/faculty meetings for purposes of explaining and soliciting support for the School Resource Officer Program. The SRO, whenever requested by the principal of the school to which an SRO is assigned, shall be available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. The SRO shall become familiar with community agencies that offer assistance to youth and their families, including, but not limited to, mental health clinics and drug assistance centers. The SRO shall make referrals to such agencies, when necessary, thereby acting as a resource person to students, parents, faculty and staff of the school. The SRO shall assist the school's principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest. In the event it becomes necessary to conduct formal police interviews with the students, The SRO shall inform the school principal or his/her designee. The SRO shall adhere to the policies of the MPD as well as legal requirements whenever conducting such interviews.

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purposes of providing security services subject to the jurisdictional limitations imposed by S.C. Code §5-7-12 (1976). Payment for the security services to be provided by the SRO under (i) and (ii) of this paragraph shall be based on an hourly rate as determined by MPD Policy and paid directly to the SRO within thirty (30) days of event. The particular School or sponsor group making the request for security services shall be responsible for all payments related to such request.

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replacement for the SRO within (30) school days of receiving notice of such resignation, absence, dismissal, or reassignment. In the event an SRO is away from his/her assigned School due to illness, vacation, or subpoena, the school shall notify the MPD for routine and emergency calls.

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II. GENERAL PROVISIONS:

- (A) The term of this agreement will be automatically renewed on July 1st each year, unless at least 60 days prior to renewal date one party notifies the other in writing of its desire to modify or terminate the agreement.
- (B) The City will possess at all times during the life of this agreement automobile insurance, general liability insurance and workers compensation insurance. This insurance coverage shall not be less than \$300,000 per occurrence and \$600,000 in the aggregate. The GREEN Charter Schools Network may require the City to provide a certificate of insurance naming the GREEN Charter Schools Network as an additional insured at any time during the life of this agreement. The aforementioned policies should be issued by an "A" rated carrier licensed to do business in the State of South Carolina and satisfactory to the GREEN Charter Schools Network.
- (C) Except as otherwise specifically provided herein, this agreement may not be amended, modified or expanded except by written agreement of all the parties hereto. This agreement supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, among any of the parties with respect to the subject matter hereof. No party may assign any right or obligation under this agreement without the other parties' prior written consent. Any waiver by either party of any breach or any term or condition hereof shall be effective only if in writing and such writing shall not be deemed to be a waiver of any subsequent or other breach, term or condition to this agreement. The illegality, invalidity, or unenforceability of any provision of this agreement shall not render illegal, invalid or unenforceable any other provision hereof. This agreement shall be governed by and construed in accordance with the law of the State of South Carolina.
- (D) **Good Faith.** The GREEN Charter Schools Network, the City, the MPD, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the GREEN Charter Schools Network and the Chief of Police, or their designees.
- (E) **Notices.** All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

GREEN Charter Schools
Attn: Executive Director
1440 Pelham Rd.
Greenville, SC 29601

City of Mauldin
Attn: City Administrator
P.O. Box 249
Mauldin, SC 29662

Mauldin Police Department
Attn: Chief of Police
P.O. Box 249
Mauldin, SC 29662

Either party may change the person and/or address to which notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

- (F) **Term and Termination.** Without cause, either party hereto may terminate this Agreement upon ninety (90) calendar days prior written *notice* to the other party hereto. For cause, either party may terminate this Agreement effective immediately upon giving written notice of termination for cause. "For cause" shall include (i) any material violation of this Agreement or (ii) any act exposing the other party to liability for any loss, claim, damage or expense that is not covered pursuant to the South Carolina Tort Claims Act or similar insurance protection.
- (G) **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.
- (H) **Nonwaiver.** The waiver by GREEN Charter Schools Network or City of a breach of this Agreement shall not operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Agreement shall be construed to be a waiver of such breach.
- (I) **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties relating to the matters herein; and this Agreement may be amended only by a writing signed by all parties hereto.
- (J) **Severability.** If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement.
- (K) **Relationship of the Parties.** The Parties shall at all times act as independent contractors, and the relationship between the parties shall not be deemed to be that of an employer/employee, joint venture, partnership, or agent/principal.
- (L) **Applicable Law.** The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- (M) **Successors and Assigns.** The rights and obligations herein shall inure to and be binding upon the successors and assigns of the parties hereto.
- (N) **School Records.** To the extent that the City has access to records in furtherance of the obligations contained in this Agreement, that access and use of records, including student records, shall be in compliance with applicable state and federal law, including, but not limited to, the Family Educational Rights and Privacy Act.

have executed this Agreement on the date first herein above written.

By: _____
Terry Merritt
Mayor

By: _____
Tom Cronin
Executive Director, GREEN Charter Schools

Approved as to form:

Seth Duncan
City Administrator

George Miller
Chief of Police

PUBLIC SAFETY COMMITTEE

AGENDA ITEM SUMMARY

MEETING DATE: September 02, 2025

AGENDA ITEM: 6b

TO: Public Safety Committee
FROM: Chief George Miller
SUBJECT: Mutual Aid Agreement with Clemson University Police Department

REQUEST

To approve a Mutual Aid Agreement with Clemson University Police Department to assist with event security and other activities needed.

HISTORY/BACKGROUND

Mauldin Police Department has been supporting Clemson University Police Department (CUPD) with event security, especially for home football games, for approximately 18 years. This cooperative relationship has built a long-lasting rapport between Clemson, MPD and multiple other agencies that participate in similar activities.

ANALYSIS or STAFF FINDINGS

This year, CUPD is requesting to codify this relationship into a Mutual Aid Agreement with participating jurisdictions to specifically outline duties, responsibilities, compensation terms, and more. This agreement mirrors many of the other Mutual Aid Agreements in place. This does not change the nature of our participation and CUPD will still be paying for officer time while engaged in activities with Clemson PD.

Additionally, with this Agreement, the Mauldin PD will be able to call upon the services of CUPD, if necessary, to aid with event security for our new stadium, and other activities.

FISCAL IMPACT

There will be no negative fiscal impact as these revenues and expenses have been included within the City's Fiscal Year budget.

RECOMMENDATION

Staff recommends we accept the Mutual Aid Agreement with Clemson University Police Department.

ATTACHMENTS

- Mutual Aid Agreement with Clemson University

STATE OF SOUTH CAROLINA
CITY OF MAULDIN

MUTUAL AID AGREEMENT

THIS AGREEMENT made and entered into this ___ day of ___ 2025 by and between the Mauldin Police Department and the Clemson University Police Department, Clemson, South Carolina.

WITNESSETH:

WHEREAS, Section 23-20-30 of the Code of Laws of South Carolina (hereinafter treated as “South Carolina Code”) provides:

- A. Any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions. All agreements must adhere to the requirements contained in Section 23-20-40.
- B. Nothing in this chapter may be construed to alter, amend or affect any rights, duties, or responsibilities of law enforcement authorities established by South Carolina’s constitutional or statutory laws or established by the ordinances of South Carolina’s political subdivisions, except as expressly provided for in this chapter.

WHEREAS, South Carolina Code §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 the 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.
- D. Provided the conditions and terms of the mutual aid agreements are followed, the chief executive officers of the law enforcement agencies in the concerned counties, incorporated municipalities, or other political subdivisions have the authority to send and receive such resources, including personnel, as may be needed to maintain the public peace and welfare.
- E. The officers of the law enforcement provider have the same legal rights, powers, and duties to enforce the laws of this State as the law enforcement agency requesting the services.

WHEREAS, the Clemson University Police Department (“CUPD”) exists and operates as a local law enforcement authority and political subdivision as defined by and within the meaning of South Carolina Code §§23-20-20 and 23-20-30;

WHEREAS, the Mauldin Police Department (“MPD”) exists and operates as a local law enforcement authority and political subdivision as defined by and within the meaning of South Carolina Code §§23-20-20 and 23-20-30;

WHEREAS, CUPD and MPD (treated individually as “Party” and collectively as “Parties”) desire to enter into the instant Mutual Aid Agreement (“Agreement”) for the purpose of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, or other emergency situations;

WHEREAS, the purpose of this Agreement is to set forth the scope of such mutual aid and the responsibilities of the Parties as may be necessary for the proper and prudent exercise of public safety functions in conformity with South Carolina Code §§23-30-30 and 23-30-40 as set forth above.

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

(1) Specific Services Provided & Procedure.

Upon receiving a request for assistance from the other Party (“Requesting Party”), CUPD and MPD agree to transfer law enforcement officers from their jurisdiction to the Requesting Party’s jurisdiction on a temporary basis to assist the Requesting Party in administering the proper and prudent exercise of public safety functions.

• **Authority Upon Transfer:**

When so transferred, such law enforcement officers shall possess all of the powers and authority of a law enforcement officer employed by the jurisdiction of the Requesting Party as provided by South Carolina Code §23-20-40(E).

• **Bases for Requests for Assistance:**

CUPD and MPD may request from one another assistance by way of the transfer of law enforcement officers on a temporary basis in response to any law enforcement related need to assist the Requesting Party in administering the proper and prudent exercise of safety functions in their respective jurisdictions.

Examples: Illustrative but non-exhaustive examples of such situations contemplated by the Parties as potentially necessitating assistance include but are not limited to:

- i. Emergency situations;
- ii. Events involving or presenting the threat of imminent riot and disorder;
- iii. Occurrences involving or threatening imminent natural disaster;
- iv. Mass processing of arrests;
- v. Transporting of prisoners;
- vi. Operating temporary detention facilities;
- vii. Events of a terroristic nature, whether domestic or foreign;
- viii. Events involving or presenting the risk of large-scale public safety concerns, injuries or death;
- ix. Such other events or occurrences as the Requesting Party deems necessary and prudent to ensure the maintenance of public safety.

• **Procedure for Requesting Mutual Aid:**

i. **Initiating Request for Assistance:**

A request for assistance shall only be made by the senior duty officer of the Requesting Party (*i.e.*, the law enforcement agency requiring such assistance). The request shall include a description of the situation creating the need for assistance, the number of law enforcement officers requested, the location to which the requested personnel are to be dispatched (“Dispatch Site”), and the name of the officer-in-charge at such location.

ii. **Reply to Request for Assistance:**

A reply to any request for assistance shall only be made by the senior duty officer of the law enforcement agency (“Responding Party”) whose assistance is requested. If the request is granted, the Requesting Party shall be immediately informed of the number of law enforcement officers to be furnished by Responding Party’s senior duty officer. By granting the request,

the Responding Party's senior duty officer is deemed to have ordered any transferred law enforcement personnel to follow and be subject to the orders and commands of the officer-in-charge of the Requesting Party until released by such officer-in-charge or until such provisional order is recalled as provided by Paragraph 1(c)(iv) below.

iii. **Officer in Charge:**

Pursuant to the order of the senior duty officer of the Responding Party, the personnel temporarily transferred by the Responding Party shall report to the officer-in-charge of the Requesting Party at the Dispatch Site or by way of radio contact and shall be subject to the orders and commands of that official until a Release Order or Recall Order is issued, as provided by Paragraph 1(c)(iv) below. The assisting law enforcement officers of the Responding Party shall exert their best efforts to cooperate with and aid the Requesting Party.

iv. **Release:**

The law enforcement officers temporarily transferred by the Responding Party shall be released by the Requesting Party's officer-in-charge when their services are no longer required ("Release Order"), unless, prior to such release, the senior duty officer of the Responding Party orders such law enforcement officers to be recalled in order to respond to a situation within the geographical boundaries of the Responding Party's jurisdiction ("Recall Order"). In such latter event, the Responding Party and those law enforcement officers who were temporarily transferred shall use their best efforts to complete the requested service prior to being released.

v. **Radio Communication:**

Radio communication between law enforcement officers of the Requesting Party and the law enforcement officers of the Responding Party shall be maintained by use of the State regional radio channel system, unless a radio channel that is mutually shared by the Parties is otherwise available.

vi. **Primary Responsibility:**

It is agreed and understood that the primary responsibility of the Parties is to provide law enforcement services within the geographical boundaries of their

respective jurisdictions. Therefore, it is agreed that the Responding Party shall be the sole judge as to whether it can respond and to what extent it can assist with the Requesting Party's request for assistance.

(2) Payment for Assistance Requested by Requesting Party.

In the event law enforcement officers of a Responding Party are temporarily transferred to the Requesting Party's jurisdiction to assist the Requesting Party, CUPD and MPD agree the compensation of such law enforcement officers shall be treated as follows:

• **Compensation of Transferred Law Enforcement Personnel Unchanged:**

A Responding Party's temporary transfer of law enforcement personnel pursuant to a Requesting Party's request for assistance under this Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of such transferred law enforcement officers. Law enforcement officers temporarily transferred to a Requesting Party under this Agreement shall continue to be paid by the Responding Party where they are permanently employed.

• **Records of Services & Reimbursement:**

Pursuant to South Carolina Code §23-20-40(A)(3), in the event a Responding Party temporarily transfers law enforcement officers to a Requesting Party, the Responding Party shall send an invoice to the Requesting Party identifying the date, time, Dispatch Site, the senior duty officer of the Requesting Party who made the assistance request, the names of the personnel dispatched by the Responding Party, the time of their release, and an itemization of the compensation paid by the Responding Party to such law enforcement officers during the time period of their temporary transfer.

Upon receipt of the invoice, the Requesting Party shall reimburse the Responding Party for the expenses and services actually incurred in providing the services requested by the Requesting Party. In the event such invoices reflect an error, the Requesting Party shall bring such error to the attention of the Responding Party to discuss the need for a mutually agreed upon adjustment but, in the interim, shall reimburse all other invoiced amounts.

• **Employment Status:**

Nothing herein shall be construed or interpreted to imply that the law enforcement officers temporarily transferred in accordance with this agreement shall be employees of the Requesting Party. All law enforcement officers temporarily transferred in

accordance with this Agreement shall exclusively remain the employees of the Responding Party.

(3) Records to be Maintained.

The Parties agree the following records shall be maintained in connection with any request for assistance made under this Agreement:

- **By Requesting Party:**

Pursuant to South Carolina Code §23-20-40(A)(3) and in connection with any requests for assistance under this Agreement, the senior duty officer from the Requesting Party initiating such request shall, to the extent not otherwise maintained in the ordinary course or as required by applicable law, shall document all requests for assistance made under this Agreement including: the time and date of the request, a description of the situation creating the need for assistance, the number of law enforcement officers requested, the number of law enforcement officers dispatched if different than requested, the Dispatch Site, and the time when such requested personnel were released or recalled.

- **By Responding Party:**

In addition to any other records kept in the ordinary and normal course or otherwise required by applicable law, the Responding Party shall maintain the documentation set forth in Paragraph 2(b) for purposes of ensuring full and fair reimbursement from the Requesting Party.

(4) Duration, Modification, and Termination of Agreement.

The Parties agree the following terms shall govern the duration, modification and termination of this Agreement:

- **Duration:**

As provided by South Carolina Code §23-20-40(B), this Agreement shall continuously remain in effect until terminated by CUPD or MPD.

- **Modification:**

The terms and conditions of this Agreement, as set forth herein, shall constitute the entirety of the terms and conditions agreed upon between the Parties regarding the subject matter hereof. No modification, amendment, or change of this Agreement

shall occur absent the express written consent of the Parties hereto. The Parties cannot waive this requirement orally or through the course of dealing.

- **Termination:**

This Agreement may be terminated, at any time, upon sixty (60) days written notice to the other Party.

(5) Legal Contingencies, Lawsuits, or Payment of Damages.

Pursuant to South Carolina Code §23-20-40(A)(5), the Parties agree any legal contingencies, lawsuits, or payment of damages arising out of the performance of this Agreement shall be governed by the following terms and conditions:

- **Employees of Parties Shall Remain Financial Responsibility of Their Employer:**

As set forth in Paragraph 2(c) above, all law enforcement officers temporarily transferred in accordance with this Agreement shall exclusively remain the employees of the Responding Party. Regardless of any term or condition of this Agreement or any course of performance hereunder, the Parties agree that they shall remain exclusively responsible and liable for all law enforcement personnel in their employment.

All legal contingencies, lawsuits, or payment of damages, arising out of the performance of this Agreement, shall remain the financial responsibility, to the extent any exists, of the Party whose employee's act or omission gave rise to the liability, legal contingency, lawsuit or claim for damages, to the exclusion of the other Party.

- **Insurance:**

It is agreed and understood that the Parties shall remain solely responsible for maintaining adequate insurance protection and worker's compensation coverage on their employees at all times, regardless of any term of this Agreement.

(6) Stipulation As to Authority of Officer-in-Charge of Requesting Party.

As provided by Paragraph 1(c)(iii), above, the senior duty officer of any Responding Party who orders the temporary transfer of law enforcement personnel to a Requesting Party shall be deemed to have ordered such law enforcement personnel to report to and be subject to the orders and commands of the officer-in-charge of the Requesting Party upon arrival at the Dispatch Site or otherwise by way of radio contact and shall temporarily remain subject to the orders and commands of that official until issuance of either a Release Order or a Recall Order, as described in Paragraph 1(c)(iv), above. The assisting law enforcement officers of

the Responding Party shall exert their best efforts to cooperate with and aid the Requesting Party.

(7) Use of Equipment and Facilities.

The Parties intend to use their own equipment and facilities in furtherance of their performance under this Agreement. However, the Parties acknowledge and recognize, from time to time, circumstances may arise where they may possess equipment or facilities that could assist the other Party in connection with assistance provided under this Agreement. If such circumstances arise, the Parties agree, to the extent practicable and consistent with their obligations to the constituents in their own jurisdictions, to cooperate with one another and to make use of any needed equipment and facilities to one another if possible. However, at all times, the decision to make any such facilities or equipment available shall remain in the sole discretion of the Responding Party.

(8) Freedom of Information Act Requests.

As recognized by South Carolina Code §23-20-40(A)(8) and in conformity with that provision, the Parties acknowledge and recognize they may come into possession of materials or information of a sensitive or confidential nature as related to the other Party when, or in connection with, providing mutual aid to one another under this Agreement. The Parties further recognize and acknowledge such information and materials may prove exempt from public disclosure pursuant to South Carolina Code §30-4-40 generally, and in particular, subsections (a)(3)(A)-(G) of that statute. As a result, the Parties agree to the process set forth herein to avoid the inadvertent disclosure of exempt materials and information of the other Party:

• **Good Faith and Reasonable Assessment:**

If either Party receives a Freedom of Information Act (“FOIA”) request for information or materials relating to a request for assistance under this Agreement, the Party receiving such request (“Recipient Party”) shall make an initial, good faith and reasonable assessment to ascertain whether such request could potentially embrace materials exempted by South Carolina Code §30-4-40. Such evaluation must take into account not only whether the requested materials are exempt from disclosure from the standpoint of the Recipient Party but also the other Party to this Agreement (“Non-recipient Party”).

If, after conducting an initial assessment in good faith, the Recipient Party determines a reasonable possibility exists the requested materials or information may embrace matters over which the Non-recipient Party may consider as exempt from disclosure under South Carolina Code §30-4-40, the Recipient Party shall transmit the FOIA

request to the Non-recipient Party requesting a determination of whether the materials should be treated as exempt from disclosure and withheld.

• **Non-Recipient Review and Written Determination:**

As soon as practicable after receiving such a request from a Recipient Party, the Non-recipient Party shall review the FOIA request and make a good faith determination of what, if any, materials embraced by the request should be withheld from public disclosure as exempted by South Carolina Code §30-4-40. After making such determination, the Non-recipient Party shall communicate its determination in writing to the Recipient Party identifying what, if any, materials should be withheld, specifying what exemptions apply, and provide a general explanation of the facts supporting the exemption(s)' application.

Prior to receiving such response, the Recipient Party shall not disclose any materials or information which it has, in good faith, reasonably concluded might constitute materials the Non-recipient Party may deem as exempt from disclosure. The Recipient Party shall invoke any potentially applicable exemptions excusing disclosure of materials to which those exemptions may apply until it receives written confirmation from the Non-recipient Party to the contrary. Written confirmation of an exemption's application shall constitute a certification by the Non-recipient Party that a reasonable, good faith basis exists such that the Recipient Party may lawfully withhold the materials identified by the Non-recipient Party pursuant to the corresponding exemption(s) specified.

• **Need for Expeditious Action:**

Both Parties acknowledge and recognize FOIA constitutes a remedial statute and, therefore, agree to act as quickly as practicable to make the determinations set forth in this paragraph to ensure the disclosure of non-exempt, public information and records is not unreasonably delayed and such materials unduly withheld from the public.

(9) Narcotics Investigators.

This Agreement shall not rescind, supersede, or modify any existing agreements between the Parties concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning on-going criminal investigations.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the date first above written.

<p>WITNESS</p> <p>By: _____</p> <p>_____</p> <p>Date</p>	<p>MAULDIN POLICE DEPARTMENT</p> <p>By: _____</p> <p>_____, Chief of Police</p> <p>_____</p> <p>Date</p>
<p>WITNESS</p> <p>By: _____</p> <p>_____</p> <p>Date</p>	<p>CITY OF MAULDIN</p> <p>By: _____</p> <p>_____</p> <p>Date _____</p>

<p>WITNESS</p> <p>By: _____</p> <p>_____</p> <p>Date</p>	<p>CLEMSON UNIVERSITY POLICE DEPARTMENT</p> <p>By: _____</p> <p>Christopher M. Harrington, Interim Chief of Police</p> <p>_____</p> <p>Date</p>
<p>WITNESS</p> <p>By: _____</p>	<p>CLEMSON UNIVERSITY</p> <p>By: _____</p> <p>Richard D. Petillo, Senior Vice President</p>

<hr/> <p>Date</p>	<p>VP Finance & Operations</p> <hr/> <p>Date</p>
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PUBLIC SAFETY COMMITTEE

AGENDA ITEM SUMMARY

MEETING DATE: September 2, 2025

AGENDA ITEM: 6c

TO: Public Safety Committee
FROM: Donna DeRado, Judicial Director
SUBJECT: Municipal Judge Administrative Judge Appointment Term

REQUEST

To appoint the Honorable Jonathan Smith as part-time Administrative Judge for City of Mauldin.

HISTORY/BACKGROUND

The City of Mauldin has several appointed part-time Administrative Judges who rotate on a weekend basis covering bond hearings, signing of warrants and executing surety bonds posted. These judges are paid on a set per-diem daily rate allotted for in our department budget and get paid for the days they are scheduled.

ANALYSIS or STAFF FINDINGS

As a part-time administrative judge position became vacant with the full-time hiring of Judge White, a replacement is needed to fill that role for Judicial. The job was posted and S.C. Certified Municipal Judge Jonathan Smith applied and was interviewed for the position. Judge Smith currently holds positions with the City of Simpsonville and Traveler's Rest in the same capacity. After interviewing, it is our belief he would be an asset to the Judicial department in that role. Judge Smith currently lives in Greenville County and is in good standing with SC Court Administration and SC Bar.

FISCAL IMPACT

There is no fiscal impact to the City associated with this request as the Judicial budget already includes the per diem financial obligation for this position.

RECOMMENDATION

To appoint Jonathan Smith as part time Administrative Judge through the expiration of a two-year appointment term.

ATTACHMENTS

- Judge Smith's resume