



PUBLIC SAFETY COMMITTEE MEETING
1ST COMMITTEE MEETING

MONDAY, MAY 4, 2026, 6PM
CITY HALL - COUNCIL CHAMBERS
5 EAST BUTLER ROAD, MAULDIN, SC 29662

COMMITTEE MEMBERS

Carol King (Chair), Frank Allgood, and Jason Kraeling

AGENDA

1. **Call to Order**
2. **Public Comment (Agenda Items)**
3. **Reading and Approval of Minutes**
 - a. March 2, 2026 [Pages 2-3]
4. **Reports or Communications from City Officers**
 - a. George Miller, Police Chief
 - b. Brian McHone, Fire Chief
 - c. Donna DeRado, Chief Administrative Judge
5. **Unfinished Business**

There is no unfinished business.
6. **New Business**
 - a. Clemson University Mutual Aid Agreement & Contract [Pages 4-17]
 - b. MOU for Law Enforcement Services at Special Events [Pages 18-20]
7. **Public Comment (Non-Agenda Items)**
8. **Committee Concerns**
9. **Adjournment**

All meetings are streamed live at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/>.
A quorum of Council may be present.

MINUTES
PUBLIC SAFETY COMMITTEE MEETING MARCH 2, 2026
CITY HALL - COUNCIL CHAMBERS 5 E. BUTLER ROAD
2nd committee meeting

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

Others present: Fire Chief Brian McHone, Police Chief George Miller, Judicial Director/ Chief Municipal Judge Donna DeRado, City Administrator Seth Duncan, and Assistant City Administrator Greg Saxton.

1. Call to Order- Chairwoman King

2. Public Comment- None

3. Reading and Approval of Minutes

a. Public Safety Committee Meeting: February 2, 2026

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

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

4. Reports or Communications from City Officers

a. Fire Chief Brian McHone

Year End Report

Chief McHone reported the new tone dispatch system is working very well and allowing for faster response times.

5655 total calls were run by the department in 2025. Of those calls, 190 were fires. The department did 1708 inspections and participated in 15,940 training hours.

The Chief also showed several other slides, including a heat map of the City.

b. Chief Administrative Judge Donna DeRado

Year End Report

Judge DeRado reported the live date for the new Court Management Software will be May 1st.

The department had 753 cases filed in 2025, which is a 2% increase from 2024. DUI cases increased 26% from 2024.

c. Police Chief George Miller

Year End Report

Chief Miller reported the Polar Plunge went well. The Jeep Jam benefiting Special Olympics will be held Saturday.

A RFP has been issued for a new records management system.

The department ran 34,066 calls in 2025 and participated in 2716 hours of training.

Traffic citations increased some in 2025 and warning issuances increased. DUI arrests increased as well.

Violent crimes decreased in the City in 2025.

5. Unfinished Business

There is no unfinished business.

6. New Business

There is no new business.

7. Public Comment- None

8. Committee Concerns- None

9. Adjournment- Chairwoman King adjourned the meeting at 6:42 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk



PUBLIC SAFETY COMMITTEE AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2026
AGENDA ITEM: 6a

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

REQUEST

To approve a contract with Clemson University. The Supervision has changed and a request was made by Clemson University to update the contract.

HISTORY/BACKGROUND

Each year Clemson University requests assistance from agencies to help with the security for the home games for the football team during the season.

ANALYSIS or STAFF FINDINGS

The police department has been assisting Clemson University for approximately 19 years with security for the football games. It has built a long-lasting relationship between Clemson, us and the multiple other agencies that participate.

FISCAL IMPACT

There will be no Fiscal Impact

RECOMMENDATION

Staff recommends we accept the contract with Clemson University

ATTACHMENTS

A copy of the contract with Clemson University

CONTRACT FOR LAW ENFORCEMENT SERVICES AT CLEMSON UNIVERSITY SPECIAL EVENTS

This Agreement is entered into as of July 1, 2026 between CLEMSON UNIVERSITY (“University”) and the MAULDIN POLICE DEPARTMENT LAW ENFORCEMENT JURISDICTION (“Jurisdiction”).

RECITALS: This agreement is entered into as part of the Mutual Aid Agreement between the University and Jurisdiction. The purpose of this Agreement is to describe the terms and conditions pursuant to which police officers from Jurisdiction will provide law enforcement services for Clemson University at Clemson University special events in accordance with South Carolina Code section 23-20-10 *et seq.*

1. Term.

The term of this Agreement will be one year, beginning on July 1st, 2026, and ending on July 1, 2027. This Agreement may be terminated earlier by either party upon sixty (60) days’ prior written notice to the other party. Any modification of this agreement must be made in writing and signed by all parties.

2. Jurisdiction’s Rights and Obligations.

- a) Subject to availability and upon at least two weeks advance notice, Jurisdiction agrees to assign one or more police officers to provide law enforcement services at Clemson University special events, including but not limited to athletic events, concerts, graduation and livestock shows/events.
- b) At all times relative to this Agreement, Jurisdiction’s police officers shall remain employees of Jurisdiction and will have full arrest powers while performing services at Clemson University.
- c) All police officers assigned to any special event at Clemson University pursuant to this Agreement shall comply with those procedures and instructions provided by University, provided no such duties shall be contrary to their oath or obligation as a sworn officer of the law under the laws of the State of South Carolina.
- d) Neither Jurisdiction nor any personnel of Jurisdiction will for any purpose be considered employees or independent contractors of University. Jurisdiction is solely responsible for the payment of salary to any police officers assigned to any special event under the terms of this Agreement, including withholding income taxes and social security, health insurance, worker’s compensation and disability benefits.

3. University’s Rights and Obligations.

- a) University will pay the Jurisdiction \$50.00 per hour for each officer

assigned to work at a Clemson University special event (non-athletic event). University will pay the jurisdiction \$50.00 per hour for each officer assigned to work at a Clemson University Athletics event.

- b) Jurisdiction shall determine those officers it shall assign to any special event at Clemson University, provided that Clemson University reserves the right to reject the Jurisdiction's assignment of any police officer at any Clemson University special event.
- c) University will maintain records concerning the performance of services provided to University.

4. Miscellaneous.

- a) This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of South Carolina, the courts of which state shall have jurisdiction over its subject matter.
- b) The individuals signing below on behalf of Jurisdiction and University, respectively, hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of Jurisdiction and University, respectively and that this Agreement is binding upon both parties in accordance with its terms.

UNIVERSITY

By _____
(Signature)

Name Richard D. Petillo
Title Senior Vice President
Finance & Operations
Chief Financial Officer
Clemson University

By _____
(Signature)

Name Jason Bruder
Title Chief of Police
Clemson University

JURISDICTION

By _____
(Signature)

Name George Miller
Title Chief of Police
Address
5 E Butler Rd,
Mauldin, SC 296

STATE OF SOUTH CAROLINA

MUTUAL AID AGREEMENT

MAULDIN POLICE DEPARTMENT

THIS AGREEMENT made and entered into this 9th day of April, 2026 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.

a. 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).

b. Basis 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.

c. 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:

a. **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.

b. **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.

c. 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 and shall act in accordance with applicable federal and state law and the Responding Party's current and applicable policies, including but not limited to those governing response to resistance, aggression, and use of force.

(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:

a. 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.

b. 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.

In the event Responding Party personnel are involved in a response to resistance, aggression, or use of force while operating under this Agreement, the Responding Party shall, upon request by the Requesting Party, provide copies of all related reports, narratives, use-of-force documentation, and associated records generated in connection with the incident, to the extent permitted by law.

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

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

a. **Duration:**

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

b. **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.

c. **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:

a. **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.

b. **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:

a. **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.

b. 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.

c. 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 DEPT</p> <p>By: _____</p> <p>George Miller, Chief of Police</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>Jason Bruder, Chief of Police</p> <p>_____</p> <p>Date</p>
<p>WITNESS</p> <p>By: _____</p> <p>_____</p> <p>Date</p>	<p>CLEMSON UNIVERSITY</p> <p>By: _____</p> <p>Richard D. Petillo, Senior Vice President</p> <p>VP Finance & Operations</p> <p>_____</p> <p>Date</p>



PUBLIC SAFETY COMMITTEE AGENDA ITEM SUMMARY

MEETING DATE: May 04, 2026
AGENDA ITEM: 6b

TO: Public Safety Committee
FROM: Chief George Miller
SUBJECT: MOU for Law Enforcement Services at Special Events

REQUEST

Staff is seeking Committee and Council authorization for the City Administrator and Chief of Police to enter into Memorandum of Understandings with other Law Enforcement Agencies (LEA) for law enforcement services to support Special Events within the City of Mauldin.

HISTORY/BACKGROUND

In the past, Mauldin Police Department has assisted other agencies with special events to supplement their manpower. Until now we have not needed assistance with our special events, but with the stadium opening soon and the number of special events and regular programming the need for supplemental law enforcement support is growing.

ANALYSIS or STAFF FINDINGS

MPD, with more than 64 full-time personnel, has the ability to cover nearly all of the City's events and special programs. These range from activities and functions of the Cultural Center, City sporting events, BridgeWay Station and special duty assignments like overnight subdivision monitoring. However, with the stadium opening and programming/activities expected to increase, supplemental law enforcement support will be needed.

To ensure adequate staffing to maintain public safety and to prevent burnout of officers, staff is requesting the ability to enter into agreements with outside agencies to support law enforcement services at Special Events within the City of Mauldin. These engagements will be mostly focused on stadium events, allowing MPD to request officers from neighboring jurisdictions to support those activities. If engaged, the outside law enforcement officers will be paid by the entity hosting/organizing the Special Event.

FISCAL IMPACT

There will be no direct Fiscal Impact for the City as the outside officers will be paid by the entity requesting the services.

RECOMMENDATION

Staff recommends Committee and Council provide authorization to the City Administrator and Chief of Police to enter into agreements with outside law enforcement agencies to support Special Events held within the City.

ATTACHMENTS

- Draft MPD MOU for Law Enforcement Services 2026

MEMORANDUM OF UNDERSTANDING AGREEMENT FOR LAW ENFORCEMENT SERVICES AT SPECIAL EVENTS WITHIN THE CITY OF MAULDIN

This Agreement is entered into as of _____, 2026 between CITY OF MAULDIN POLICE DEPARTMENT (“City”) and the LAW ENFORCEMENT AGENCY (“Jurisdiction”).

RECITALS: The purpose of this Agreement is to describe the terms and conditions pursuant to which police officers from Jurisdiction will provide law enforcement services for the City of Mauldin at Mauldin special events in accordance with South Carolina Code section 23-20-10 *et seq.*

1. Term.

- a. The term of this Agreement will be one year, beginning on DATE, and ending on DATE and is referred to as the Effective Date (“Effective Date”). This Agreement may be terminated earlier by either party upon sixty (60) days’ prior written notice to the other party. Any modification of this Agreement must be made in writing and signed by all parties.

2. Jurisdiction’s Rights and Obligations.

- a. Subject to availability and upon at least two weeks advance notice, Jurisdiction agrees to assign one or more police officers to provide law enforcement services at City of Mauldin special events, including but not limited to athletic events, concerts, graduation and livestock shows/events.
- b. At all times relative to this Agreement, Jurisdiction’s police officers shall remain employees of Jurisdiction and will have full arrest powers while performing services at the City of Mauldin.
- c. All police officers assigned to any special event at the City of Mauldin pursuant to this Agreement shall comply with those policies, procedures and instructions provided by the City, provided no such duties shall be contrary to their oath or obligation as a sworn officer of the law under the laws of the State of South Carolina.
- d. Neither Jurisdiction nor any personnel of Jurisdiction will for any purpose be considered employees of independent contractors of the City.

3. City of Mauldin’s Rights and Obligations.

- a. For officers assigned to work City of Mauldin special events, vendors will provide compensation at a rate of \$50.00 per hour, subject to a three-hour minimum per officer. This rate increases to \$70.00 per hour for assignments occurring on designated holidays, which also carries a three-hour minimum requirement. All payments to officers will be processed and distributed through RollKall, the City of Mauldin’s authorized third-party vendor payment system.
- b. Jurisdiction shall determine those officers it shall assign to any special event at the City of Mauldin, provided that the City of Mauldin reserves the right to reject the

Jurisdiction's assignment of any police officer at any City of Mauldin special event.

- c. The City of Mauldin will maintain records concerning the performance of service provided to the City.

4. Miscellaneous.

- a. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of South Carolina, the courts of which state shall have jurisdiction over its subject matter.
- b. The individuals signing below on behalf of Jurisdiction and the City of Mauldin, respectively, hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of Jurisdiction and the City of Mauldin, respectively and that this Agreement is binding upon both parties in accordance with its terms.

IN WITNESS THEREOF, the Parties hereto caused this Agreement to be duly executed as of the Effective Date.

City of Mauldin Police Department

By: _____

Print Name: George Miller

Title: Chief of Police

Jurisdiction

By: _____

Print Name: _____

Title: _____