

PUBLIC SAFETY COMMITTEE

5:00 p.m., Monday, November 5, 2018

Conference Room

1207 Palm Boulevard, Isle of Palms, South Carolina

AGENDA

1. **Call to order** and acknowledgement that the press and public had been duly notified of the meeting in accordance with the Freedom of Information Act.
2. **Approval of Previous Meeting's Minutes**
Regular Meeting of October 1, 2018
3. **Citizens' Comments**
4. **Old Business**
 - A. Discussion of parking and traffic issues
 - Review of Stantec work product and impact of recent changes to parking
 - B. Update on coyote activities
 - C. Update on IOP public transit initiative
 - D. Discussion of expenses related to the use of the metal detector, police officer attendance at Ways and Means Committee and City Council meetings
5. **New Business**
 - A. Discussion of proposed cancer benefit bike ride "LOWVELO" on November 2, 2019 to support MUSC's Hollings Cancer Center
 - B. Consideration of an update to the Statewide Mutual Aid Agreement
 - C. Update on Waterway multi-use path improvement project
6. **Highlights of Departmental Reports**
Fire Department
Police Department
7. **Miscellaneous Business**

Next Meeting Date: _____, _____, _____, _____, 2019 in the Conference Room
Time Day Month Day
8. **Executive Session – if needed**
Upon returning to open session, Council may take action on matters discussed in Executive Session
9. **Adjournment**

PUBLIC SAFETY COMMITTEE
5:00 p.m., Monday, October 1, 2018

The regular meeting of the Public Safety Committee was held at 5:00 p.m., Monday, October 1, 2018 in Council Chambers of City Hall, 1207 Palm Boulevard, Isle of Palms, South Carolina. Attending the meeting were Councilmembers Bell and Ward, Chair Smith, Interim Administrator Fragoso, Interim Police Chief Usry, Fire Chief Graham and Clerk Copeland; a quorum was present to conduct business.

1. Chair Smith called the meeting to order and acknowledged that the press and public were duly notified of the meeting in accordance with the Freedom of Information Act.

2. **Approval of Previous Meeting's Minutes**

MOTION: Councilmember Bell moved to approve the minutes of the regular meeting of September 5, 2018 as submitted; Councilmember Ward seconded.

Chair Smith asked that the words "some of" before "City's best tools" be added to page 3, Paragraph 3; on page 6 paragraph 2, the word "Citadel" should be changed to "Wild Dunes Property Owners."

Vote on Corrected Minutes: The motion PASSED UNANIMOUSLY to approve the minutes as corrected.

3. **Citizens' Comments**

The Chair stated that the City has been asked to approve the filming on the beach of a portion of a National Geographic documentary on the three (3) Civil War shipwrecks including the H L Hunley; they indicate that they will be filming on Saturday October 13th for two to three (2 – 3) hours with no impact to the City. The Committee participated in a conference call with Tom Vaughn of the film company; he said that the documentary was about the naval confrontations in the Civil War and how they changed naval history in America. They will film on the island to capture some of the coast of Charleston, and the Isle of Palms was selected for the atmospheric shots. He stated that they will have a handheld camera operator and possibly one (1) other person and possibly a drone taking those shots.

MOTION: Councilmember Ward moved to approve the request for City-sponsored event status for filming on the beach on Saturday, October 13th for a National Geographic documentary; Councilmember Bell seconded.

Chair Smith asked whether the Isle of Palms would be specifically mentioned in the documentary, and Mr. Vaughn stated that he could not predict what would happen in the editing process, but he guaranteed that the Isle of Palms would be included in the credits at the end.

The Interim Administrator told Mr. Vaughn that part of the approval process was for the film company to provide the City with a Certificate of Insurance naming the City as an "additional insured."

He was prepared to make that happen once he received the approval.

Interim Administrator Fragoso also explained that a final step in the approval process was getting another approval from the City Council which will hold a Special Meeting in order to meet his timeline.

VOTE: The motion PASSED UNANIMOUSLY.

Katrina Limbach, 5 Duck Lane, noted that the Committee was addressing the issue of handicap access to the beach; she stated that her company IOP Beach Chair and Bike Company rents beach wheelchairs but they are typically sold out. Director Kerr suggested to her that they purchase another beach wheelchair that they would contract with the City for its use at a discounted rate that would cover their labor. She noted that many beach communities offer beach wheelchairs for the use of their residents and visitors; she thought that for the City to offer the service at Front Beach and suggested that the City might find a place to store it there. She said that her company typically rents the wheelchairs by the week at two hundred forty dollars (\$240); the daily rate is seventy dollars (\$70).

Jim Raih, 3906 Cameron Boulevard, thanked the City personnel for marking the handicap parking spaces at 21st and Palm earlier in the day. He voiced support for allowing golf carts on the beach, but added that, unless the City was going to mirror Sullivan's Island process, it would be "opening a can of worms." He noted that the County Park has two or three (2 – 3) beach wheelchairs that they do not charge for their use. On the subject of beach parking, he opined that the change to parallel parking on Palm Boulevard and not allowing stacking on the ocean side would create challenges for the houses on second row that have no parking on the landward side of Palm. He expressed the opinion that these changes could create a hardship for those residents living there. He said that any changes to the dog ordinances should be looked at from the perspective of "what is the end goal." He recalled times when he and his wife have been on the beach playing with their dogs and, out of nowhere, a dog comes up; he added that his dogs are not the friendliest and he is "on a first name basis" with Animal Control. He commented that dog owners need to be educated that the beach is not a big dog park where they can let their dogs run as much as one hundred (100) yards from them. He concluded saying that he thought the Committee was doing a good job on some tough issues.

Sally Wiseman, 35 Fairway Dunes Lane, stated that she was present to address the Coyote Management Plan, and she thanked the City for adopting it in the spring. Since the young coyotes are leaving the dens, more residents are reporting sightings that some residents think is reason for an urgent alert, which, in reality, should only occur in matters of safety. She indicated that residents have a serious need for more coyote education; she noted that the IOP Coyote Control Coalition was a good resource for residents and the City.

For better understanding, Ms. Wiseman asked what the data collection process was when residents call in sightings; she noted that the Coyote Management Plan was considered a framework and gave definitions which can be used as data is collected to measure when a situation reaches a point when City Council needs to take different actions. The Coalition is interested in knowing how the City is using the data being collected. She was very complimentary of Animal Control Officer Enourato for his professionalism, responsiveness and open-mindedness.

4. Old Business

MOTION: Councilmember Bell moved to re-order the Agenda to place this item at the end of Old Business since it will be a lengthy discussion; Chair Smith seconded and the motion PASSED UNANIMOUSLY.

B. Update on funding for coyote count

Although processes for getting an estimate of the number of coyotes on the island were discussed during the FY19 budget process, Council did not make a decision for any type of study. Interim Administrator Fragoso recalled that the budget was increased by ten thousand dollars (\$10,000) for FY19, and it was done in case the City needed additional funds to take a different approach to reduce the coyote population.

Interim Chief Usry stated that Animal Control would be setting eight (8) soft-let traps and some of the Collarum traps where the ground is not saturated and will support them. The Department is also following up on the sightings in the 600 block of Palm Boulevard where multiple sightings have been reported.

Councilmembers Bell and Ward agreed that they would not support a coyote count in this fiscal year.

C. Update on allowing golf carts on the beach for handicap access

Interim Chief Usry stated, that, as far as the public safety aspect of allowing golf carts on the beach, the Police Department would not be supportive of that action; she explained that golf carts are not regulated by the state which means a four (4) year old child could drive one (1). Another consideration was that the majority of beach accesses are not wide enough to accommodate a golf cart and a pedestrian.

The Interim Administrator indicated that, because of the public safety concerns, she could not recommend that the City move forward; she also noted that the topography of Sullivan's Island's beach was very different from that of the Isle of Palms. She stated that she thought other initiatives were available to the City to make the beach more accessible to handicapped residents and visitors. She suggested that, during the budget process, the City could consider an agreement with IOP Beach Chair and Bike Company whereby the City could provide the beach wheelchair to people and absorb the cost or the City could buy one or two (1 – 2) beach wheelchairs.

Councilmember Ward voiced complete agreement.

Chair Smith asked if one (1) beach access could accommodate a golf cart, could access be limited to that one (1) access.

Interim Administrator Fragoso commented that the access at 42nd Avenue is wide enough but that it ends in soft sand.

Councilmember Bell questioned whether the consideration of buying a beach wheelchair and offering its use for free was for residents or for visitors; he was not interested in IOP becoming the City offering the most, free services. He would prefer for the City coordinate with a commercial business.

D. Consideration of changes to the dog ordinances

When Chair Smith covered the changes she would like to see in the dog ordinance, she saw that some Councilmembers were supportive of them.

Interim Administrator Fragoso clarified that City Council took no action on the ordinance presented for First Reading, to allow the Committee to discuss those items as possible amendments. She stated that the Committee would not be making changes to the ordinance as presented by Chair Smith; if the Committee wanted to make changes to the ordinance as presented, they would have to be in the form of recommendations and to be offered to City Council for consideration. The amendments would not appear in ordinance form until after being approved by Council.

Councilmember Bell opined that Council was clear that the ordinance presented was not likely to pass, and he asked if the Committee was going to have the same discussion about changes in this Committee because, after discussing the issue for several months, he did not want to have another discussion at Council at this time because the Council had much larger issues to deal with.

Councilmember Smith stated that she did not want to see the changes to the dog ordinance fall by the wayside since the Committee has done a lot of work; she added that she has seen interest from dog owners who frequent the dog park and the beach with their dogs for these changes. She thought that the opposition has died down as residents have come to understand what the changes are trying to accomplish; at the very least verbiage needs to be added to the City Code requiring rabies inoculation so that the Animal Control Officer can enforce violations.

MOTION: Chair Smith moved to continue to recommend changes in City ordinances that provide clear language in regard to required proof of rabies inoculations so that the statute can be properly enforced by the Animal Control Officer.

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Interim Administrator Fragoso commented that this provision was already in the ordinance presented to Council.

MOTION: Chair Smith moved to recommend that the City only required dogs, resident and non-resident, to have proof of City registration in allowed off-leash situations.

The motion failed for lack of a second.

MOTION: Chair Smith moved to make City dog registration voluntary for resident and non-residents as long as they have other proof of rabies inoculation.

The motion failed for lack of a second.

MOTION: Chair Smith moved to switch from metal tags to a colored collar system for City dog registration, while maintaining the annual cost at \$5 for residents and \$10 for non-residents.

The motion failed for lack of a second.

According to the Interim Administrator, the ordinance related to dog regulations presented to Council at the September meeting will go before them again in October for First Reading.

E. Update on IOP public transit initiative in partnership with the Council of Governments (COG)

Interim Administrator Fragoso reported that the City and the COG hosted a meeting in Council Chambers on September 19th and invited the businesses on the island to participate, including those at the marina and in Wild Dunes. The topic for the meeting was public transit to the island that would hopefully be used by their employees, and the purpose was to measure the level of participation the initiative might anticipate. A questionnaire was distributed to attendees and emailed to the invited businesses that could not attend asking additional questions and seeking additional information; they will go to the COG where they will design a program that best meets the needs of the island. She stated that was optimistic about having a plan in place for next season.

Councilmember Ward said that he had been told at the last CARTA meeting that they needed another month; they got behind due to Hurricane Florence.

A. Discussion of parking and traffic issues

- Paid Parking beyond Front Beach
- Review of Stantec work product and impact of recent changes to parking

By way of an update, Interim Administrator Fragoso reported that the signs stating the dates when the parking plan was in effect have been removed so people can get accustomed to year-round parking plan enforcement. The signs reflecting the recent parking changes will arrive in the City in mid-October and the poles a week later; installations will begin the first week in November.

The Interim Administrator reviewed the parking plans and issues with each that the City considered leading up to the adoption of the plan adopted; the reverse chronology of the parking plan is on the City's website.

Councilmember Ward noted that the City was going to get pushback from residents with the single line of parking on the ocean side of Palm.

Interim Chief Usry agreed with Councilmember Ward that the new parking ordinances were going to be difficult; the Councilmember stated that the residents were tired of the parking discussion.

Councilmember Bell stated that single-row, parallel parking was a conscious effort on the part of Council "to cut down on the . . . day-tripping, free parking on Palm Boulevard." He stated that he appreciated the concerns of the long-term residents on Palm, but the concerns become worse when the City does nothing. He stated that cars were four (4) deep in the curve on Palm over the past weekend; for him the problem was over-crowding.

Interim Administrator Fragoso advised the Committee that the State's Beach Management Act requires that the City provide access to the public beach, and cities are encouraged to increase access to the public beach for both residents and non-residents.

Councilmember Bell noted that the City far exceeds the number of parking spaces it is expected to have as defined in the City's Beach Management Plan. He stated that the City needs to set a practical limit as the City government that acknowledges that it has done its job in providing public access.

Chair Smith questioned that paid parking could be used as a tool to better control and steer traffic in a safer way; she stated that pay-to-park apps has made great strides since the City looked at them three to five (3 – 5) years ago and were much more affordable.

Councilmember Bell stated that he preferred to start with defining the problem to understand it because the solution may not be as complicated as once thought.

Councilmember Bell expressed the desire to know how many spaces are estimated to exist along Palm Boulevard with the changes to be implemented in a few weeks.

The Interim Administrator suggested that a good idea might be to wait to see how this year's changes affect parking and traffic next season. She reported that the last traffic study estimated a total of one thousand forty-four (1,044) on-street parking spaces on the island, and the required number of parking spaces per the Beach Management Plan is three hundred forty-eight (348) spaces for public beach access.

Councilmember Bell said that he wanted to see a parking plan that would accommodate what residents want and a number that is considered to be an appropriate amount of visitation on the island in a way that is responsible and in the interest of the public safety.

Interim Administrator Fragoso recalled that originally the existing parking plan left three (3) areas on the island unregulated, i.e. the Rec Center, Breach Inlet and 41st and Waterway; the area of 41st and Waterway was addressed earlier in the year. She suggested that the other two (2) might be starting places for future work. When the Interim Chief stated that Breach Inlet was SCDOT property, Interim Administrator Fragoso noted that the City would be required to get SCDOT approval for any parking regulations it wanted to impose there.

For the next meeting, Chair Smith said that she would like to have the Stantec information to review and to continue discussions about expanding paid parking.

The Interim Administrator said that she would like to have clear direction from the Committee about the information they wanted staff to investigate related to paid parking.

Councilmember Bell suggested that staff learn what other beach communities are doing relevant to paid parking.

5. New Business

Review of Hurricane Florence response

Interim Administrator Fragoso stated that everyone stepped up to the plate throughout the period the City was on alert; department heads gathered at least once a day, and sometimes more, to listen to the updates from the Charleston County Emergency Operations Center (EOC) and to implement the City's emergency action plan. She stated that she was very pleased with the way the departments worked together and coordinated their efforts when necessary.

Interim Chief Usry has a policy referred to as "The Unusual Occurrences or Hazard Policy" in place; the plan meets all CALEA requirements. The policy explains what officers are expected to do in all stages of the operating conditions as they change.

Councilmember Ward stated that he thought the public safety departments did “an exceptional job” when the City was waiting for Hurricane Florence to decide where she was going.

The Interim Administrator explained that the statewide EOC has eliminated the voluntary evacuation order; the governor will only issue mandatory evacuations; however, state law does not establish a means to enforce a mandatory evacuation – people must make their own decisions and be willing to accept the consequences. The City serves as a communicator to those on the island.

For his personal education, Councilmember Bell commented that he attended the staff meetings as the City waited, and he stated that “the level of coordination and the level of professionalism were off the charts.” When the EOC declared that the entire County was at OPCON 1 – immediate threat, people became confused.

Interim Administrator Fragoso suggested that staff erred on the side of transparency by publicizing the operational levels that the City was following.

Chief Graham stated that, before the hurricane season begins, the Fire Department updates its Memoranda of Understanding for alternate sources of housing and for staging equipment. If a storm is approaching, they test their equipment, chain saws, generators, etc., to ensure they are in good working order; they also get extra fuel. They also notify the island residents on the Primary Assistance list; residents who might need assistance are residents who may need help boarding up their windows, may need assistance with securing objects that could become flying projectiles, may need assistance in getting off the island or down stairs to leave the island, etc. Personnel will ultimately place phone calls to each of these people to learn who is staying and who is going. The Chief noted that Station 2 is much lower than Station 1, so the flood panels must be installed and the equipment must be relocated.

Chair Smith stated that she too thought that the City’s departments had done a great job with a high level of professionalism. She indicated that some citizens were complaining about the availability of sandbags and asked that the Interim Administrator explain the City procedures with sand bags.

Interim Administrator Fragoso said that the City bought three or four (3 – 4) truckloads of sand; if the storm was still forty-eight (48) hours out and the determination was that the City should get more sand, depending on availability, it will do so. The Public Works Department maintains a stock of sandbags, and residents are responsible for filling the bags. The notice to residents is that the sand and bags, at no cost, are available to residents only and that they were asked to limit to no more than ten (10) bags.

Councilmember Bell was very complimentary of Director Pitts who stayed “on top” of the sand-bag operation, and, when others were scrambling for bags, he secured an additional quantity of them.

Responding to the Chair’s inquiry, Interim Administrator Fragoso stated that the sand and bags were not very expensive, but having sandbags provides some residents with peace of mind. She commented that it was a service that the City should continue to offer, and she noted that the cost of the sand and bags was reimbursable from FEMA at the 75 – 25 rate.

In the after-action meeting, staff discussed how to better educate the public on the correct placement of sandbags to get the best result.

Councilmember Ward noted that the sandbags were a free service offered by the City, and it could not provide residents with an unlimited supply of bags. Some businesses in the area had sandbags for sale.

6. Highlights of Departmental Reports

Fire Department
Police Department

(Copies of both reports are on the City's website)

7. Miscellaneous Business

Net Meeting Date: 5:00 p.m., Monday, November 5, 2018 in the Conference Room

8. Executive Session not needed

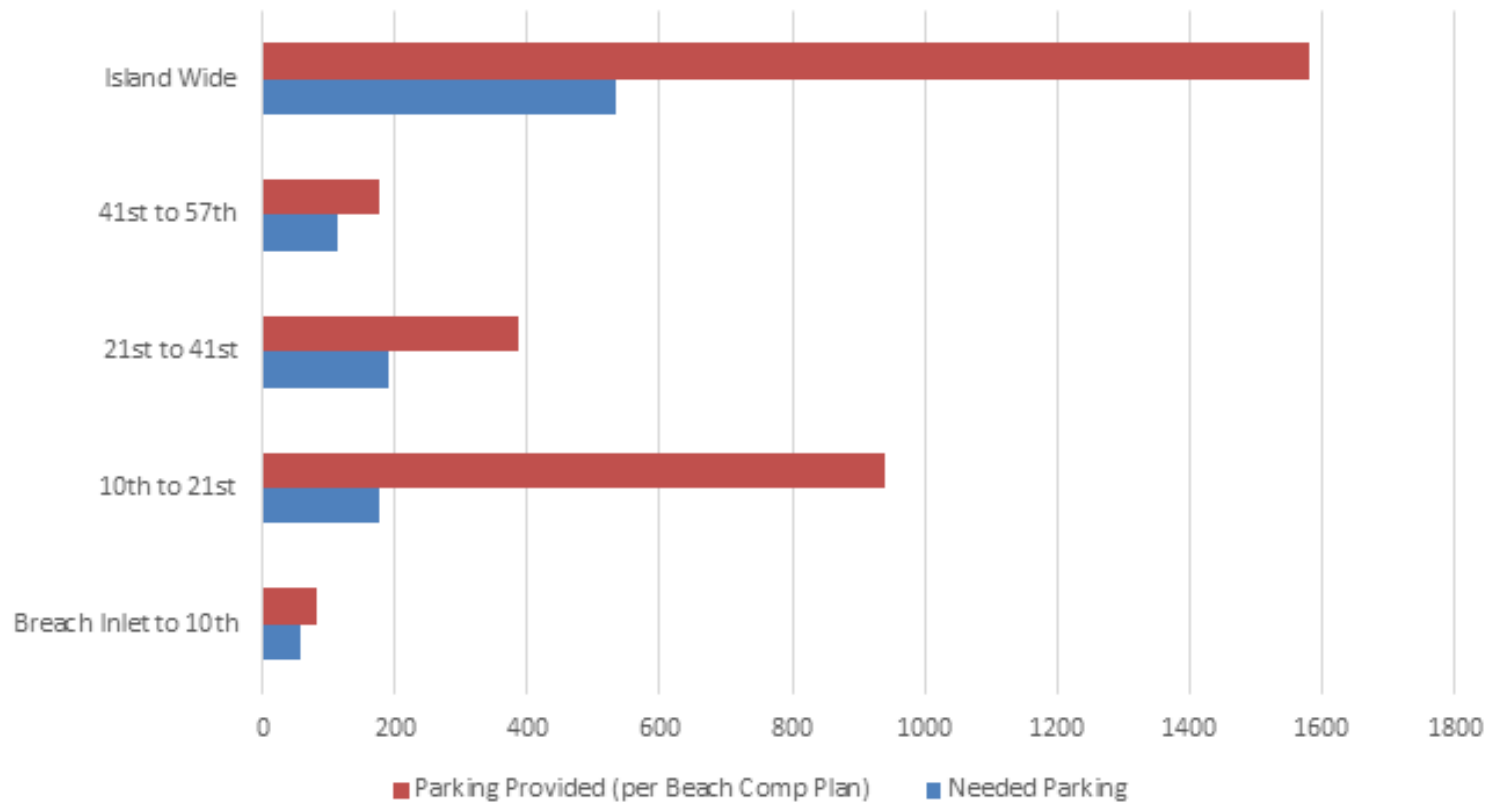
9. Adjournment

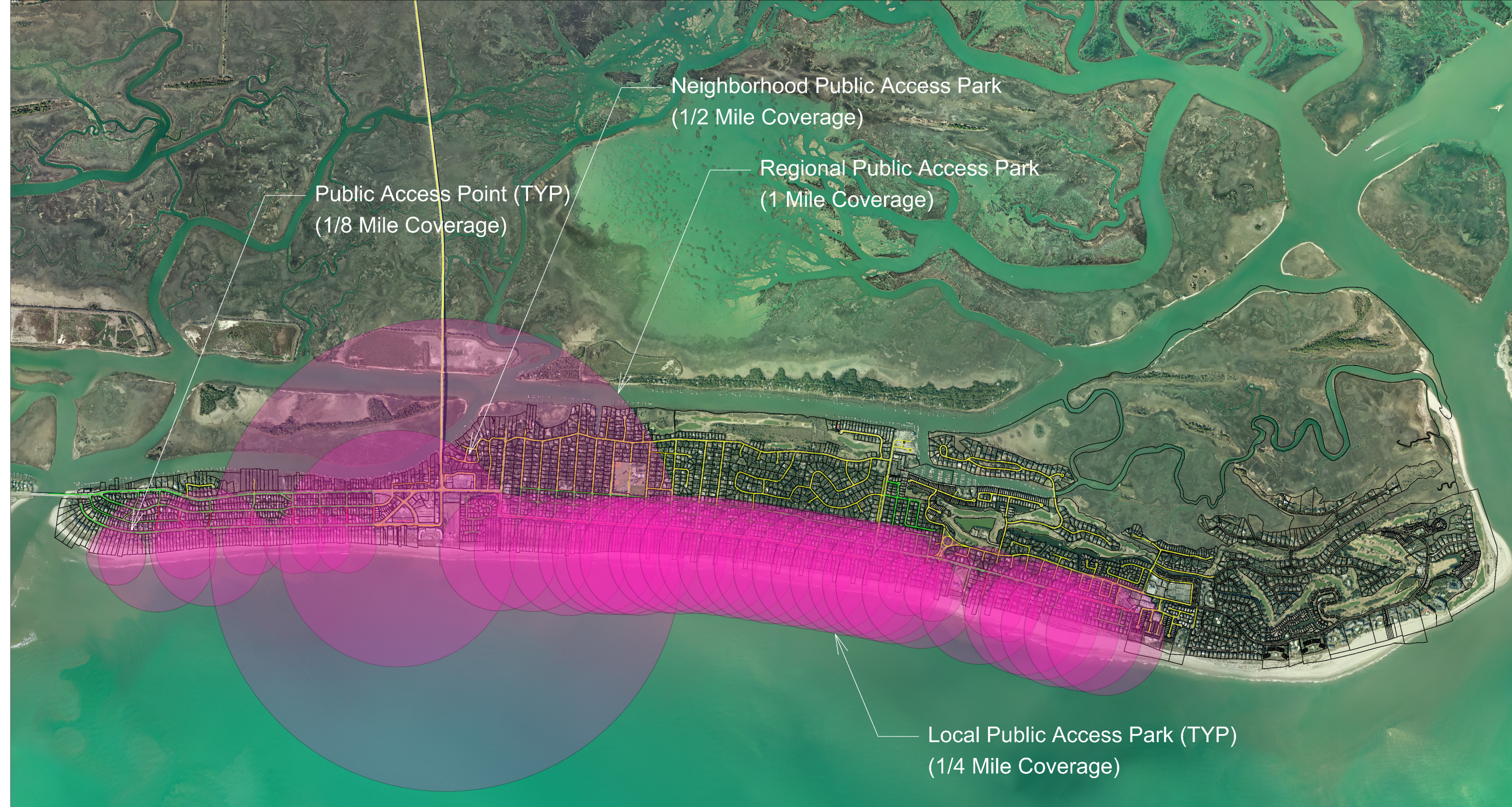
MOTION: Councilmember Bell moved to adjourn the meeting at 7:05 p.m.;
Councilmember Ward seconded and the motion PASSED UNANIMOUSLY.

Respectfully submitted:

Marie Copeland
City Clerk

DHEC OCRM Public Beach Access Parking Needed vs. Parking Provided





Access Coverage Along IOP Public Beach
per DHEC OCRM Public Beach Access Facility Classifications



Parallel parking spaces along Palm Blvd between 21st and 41st Ave
(356 Spaces) 



Perpendicular parking spaces along Palm Blvd between 21st and 41st Ave
(430 Spaces)



Background:

- LOWVELO is planned as a sustainable source of research funding to connect MUSC Hollings Cancer Center's efforts in discovery and development through state-wide collaborations, business partnerships and outreach for cancer care.
- LOWVELO is as a celebratory bike ride that empowers our community to raise money for cancer research through healthy activity.
- 100% of funds raised by LOWVELO riders will directly support scientific discoveries and delivery of high-quality cancer care.
- LOWVELO 2019 is planned to be a large outdoor bike ride around the low country of Charleston, South Carolina consisting of three (3) routes: 25, 50 and 100 miles.
- Program goals for year one are to raise \$1M in donations to fund cancer research with a minimum of 1,000 participants.
- The overall objective for LOWVELO 2019 is to rally community support for one rival - cancer.
- Participants can visit LOWVELO.org to sign-up for more information. The full website is scheduled to go "live" on November 12, 2018.
- We invite you to join the conversation on social media @LOWVELO on Instagram, Facebook, Twitter and LinkedIn.

LOWVELO Event Planning Facts:

1. DATE: Saturday, November 2, 2019
 - a. Event will be scheduled to start early AM on Saturday
 - b. Anticipated 'start time' for the first group of riders to depart is 7:30 a.m. on Saturday
2. PARTICIPANTS: 1,000
 - a. This is not just another bike ride
 - b. 100% of rider-raised funds stay in South Carolina
 - c. 100% of rider-raised funds go to fund cancer research
3. BUBBLE: 7am-8am
 - a. Road closures at the starting location would be for approximately 1-hour
 - b. Road closures would need minimal physical barricades, a scattering of police cars
 - c. Roads can re-open within 10-15 minutes after the last rider clears the route
 - d. No road closures for the return
 - e. Requesting support from local municipalities along the approved route to protect riders at major intersections and areas of concern to ensure a safe route is provided

Proposed route start/end venues:

Suggested Option 1:

- Start: Citadel.
- Route: 1.7 miles direct to the Ravenel.
- End: Citadel.

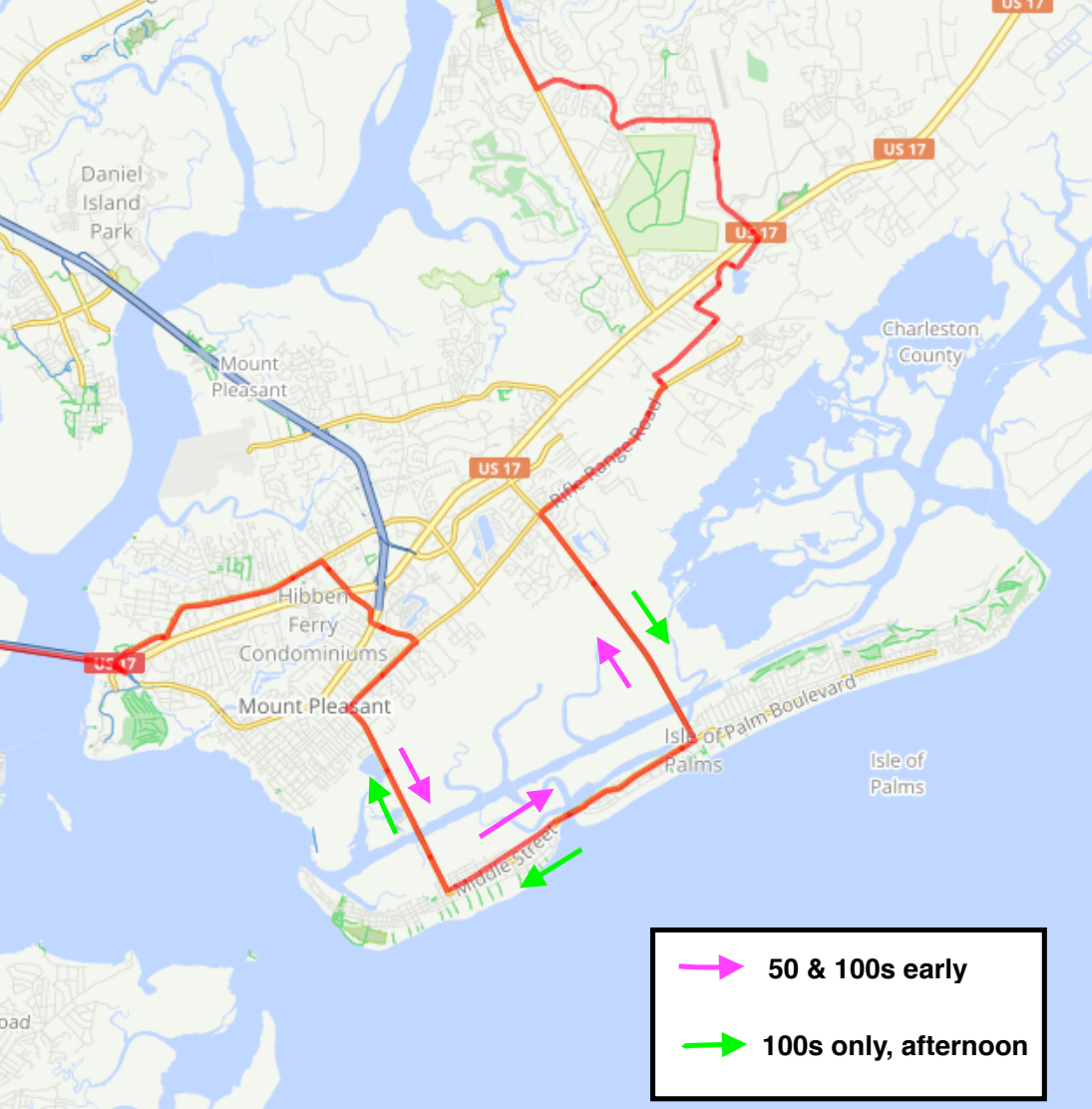
Suggested Option 2:

- Start: North Charleston Coliseum (or Riverfront Park)
- Route: East Bay to the Ravenel.
- End: Citadel.

Suggested Option 3:

- Start: North Charleston.
- Route: Ravenel.
- End: North Charleston.

Additional options to discuss with the select municipalities asap.



→ 50 & 100s early

→ 100s only, afternoon

STATE OF SOUTH CAROLINA
STATEWIDE MUTUAL AID AGREEMENT
FOR
EMERGENCY AND DISASTER RESPONSE/RECOVERY

THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF SOUTH CAROLINA AND BY AND AMONG EACH COUNTY, MUNICIPALITY, POLITICAL SUBDIVISION, STATE AGENCY, AND EMERGENCY SERVICE ENTITY THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED UPON THE FOLLOWING FACTS:

WHEREAS, the South Carolina Constitution, Article VIII, Section 13, provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof; and

WHEREAS, the South Carolina Code of Laws, Section 25-1-450, requires that State, county, and municipal governments shall cooperate in developing and maintaining a plan for mutual assistance in emergencies; and

WHEREAS, the South Carolina Code of Laws, Section 6-11-1810, provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in South Carolina at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and

WHEREAS, the State of South Carolina is geographically vulnerable to hurricanes, tornadoes, flooding, other natural disasters, and technological or other hazards that in the past have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Parties to this Agreement recognize that additional personnel and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications with the personnel of the other Participating Government by visits, compilation of asset inventories, exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

A. AGREEMENT - the Statewide Mutual Aid Agreement for emergency and disaster response/recovery. Counties, municipalities, political subdivisions, state agencies, and emergency service entities of the State of South Carolina may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and, when necessary, the authorizing resolution(s) to the State of South Carolina Emergency Management Division (hereinafter referred to as "SCEMD"). Copies of the Agreement with original signatures shall be filed and maintained at SCEMD in West Columbia, South Carolina.

B. REQUESTING PARTY - the Participating Government entity requesting aid in the event of an emergency.

C. ASSISTING PARTY - the Participating Government entity furnishing equipment, services, and/or personnel to the Requesting Party.

D. AUTHORIZED REPRESENTATIVE - an employee of a Participating Government who is authorized in writing by that government to request, offer, or provide assistance under the terms of this Agreement. The list of Authorized Representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.

E. SCEMD - the South Carolina Emergency Management Division, Office of the Adjutant General.

F. EMERGENCY - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in or which may result in, substantial injury or harm to the population, or substantial damage to or loss of property.

G. DISASTER - any natural, technological, or civil emergency that causes or threatens damage of sufficient severity and magnitude that exceeds the capabilities of the local, county, or state governments.

H. PARTICIPATING GOVERNMENT - any county, municipality, political subdivision, state agency, or emergency service entity of the State of South Carolina which executes this Agreement and supplies a complete executed copy, as stated herein, to SCEMD.

I. PERIOD OF ASSISTANCE - the period of time beginning with the departure of any personnel of the Assisting Party, from any point, for the purpose of traveling to the Requesting Party in order to provide assistance, and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The Period of Assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party, during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at, or return from, the Requesting Party.

J. WORK OR WORK-RELATED PERIOD - any period of time in which both the personnel or equipment of the Assisting Party is being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such periods of time are rest breaks after which the personnel of the Assisting Party shall return to active work within a reasonable time. Specifically excluded from such periods of time are breakfast, lunch, and dinner breaks.

SECTION 2. PROCEDURES

When a Participating Government either becomes affected by or is under imminent threat of a disaster or emergency, it may invoke emergency-related mutual aid assistance either by: 1) submitting, in writing, a request for mutual aid to the Assisting Party, 2) by orally communicating a request for mutual aid assistance to the Assisting Party or to SCEMD, followed as soon as practicable by written confirmation of said request, or 3) by submitting a resource request to SCEMD with the intent for SCEMD to facilitate coordination of mutual aid by matching available resources to the Requesting Party. Mutual aid shall not be requested by any Participating Government unless resources available within the stricken area are deemed inadequate by that Participating Government. Requests for State or Federal emergency response assistance shall be made in accordance with the State Emergency Operations Plan. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the County Emergency Management Agency. Requests for assistance may be communicated either to SCEMD or directly to an Assisting Party.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the Authorized Representative of the Assisting Party and shall provide them with the information in Paragraph C below. All communications shall be conducted directly between Requesting Party and Assisting Party. Each party shall be responsible for keeping SCEMD advised of the status of the response activities.

B REQUESTS ROUTED THROUGH, OR ORIGINATING FROM SCEMD: The Requesting Party may directly contact SCEMD, in which case it shall provide SCEMD with the information in Paragraph C below. SCEMD may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. SCEMD shall not be responsible for costs associated with such indirect requests for assistance, unless SCEMD so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall SCEMD or the State of South Carolina be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be solely responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

C. REQUIRED INFORMATION: Each request for assistance shall be accompanied by the following information to the extent known:

1. A general description of the current situation;
2. Identification of the function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed, and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services;
6. An estimated time and a specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party; and
7. An estimate of expected costs from the Assisting Party to include any incidental expenses the Assisting Party expects to recoup from the Requesting Party.

This information may be provided on the form attached as Exhibit B, or by any other available means. SCEMD may revise the format of Exhibit B subsequent to the execution of this Agreement.

D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE: When contacted by a Requesting Party or SCEMD, the Authorized Representative of any Participating Government agrees to assess and determine availability of personnel, equipment, and other resources to render assistance. All Participating Governments shall render assistance to the extent that personnel, equipment, and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his/her Participating Government has available personnel, equipment, or other resources, the Authorized Representative shall so notify the Requesting Party or SCEMD, whichever communicated the request, and provide the information below. SCEMD shall, upon response from sufficient Participating Governments to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide him/her with the following information to the extent known:

1. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party;
2. The estimated length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party.

E. SUPERVISION AND CONTROL: The personnel, equipment, and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall provide work tasks to the supervisory personnel of the Assisting Party.

The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, based on task or mission assignments provided by the Requesting Party and SCEMD. The designated supervisory personnel of the Assisting Party shall:

1. Maintain daily personnel time records, material records, and a log of equipment hours;
2. Be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and
3. Report work progress to the Requesting Party.

The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party and SCEMD. At least twenty-four (24) hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party, unless such notice is not practicable, in which case such notice as is reasonable shall be provided.

F. FOOD, HOUSING, AND SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location until the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

G. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

H. RIGHTS AND PRIVILEGES: Whenever the employees of the Assisting Party are rendering aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation accruing to their employment.

I. WRITTEN ACKNOWLEDGMENT: The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered, setting forth the information transmitted in the request, and shall transmit it by the quickest practical means to the Requesting Party or SCEMD, as applicable, for approval. The form to serve as this written acknowledgment is attached as Exhibit C. The Requesting Party/Division shall respond to the written acknowledgment by executing and returning a copy to the Assisting Party by the quickest practical means. The Requesting Party/Division shall retain a copy of this acknowledgement for its own records.

SECTION 3. REIMBURSABLE EXPENSES

A. PROCEDURES FOR REIMBURSEMENT: Unless the Assisting Party states otherwise in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

1. An Assisting Party shall bill the Requesting Party as soon as practicable, but not later than forty-five (45) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Governments, the time frame may be extended as agreed upon by the two parties.

2. If the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than forty-five (45) calendar days after the bill is received. Failure to protest any bill or billed item in writing within forty-five (45) calendar days shall constitute agreement to the bill and the items on the bill and waiver of the right to contest the bill.

B. COSTS ELIGIBLE FOR REIMBURSEMENT: The costs incurred by the Assisting Party under this Agreement shall be reimbursed as requested in order to make the Assisting Party whole to the fullest extent practicable.

1. The Assisting Party shall only be reimbursed for those expenses incurred in the performance of such work specified in a written request as approved by the Requesting Party.

2. Expenses incurred in support of work not specified in an approved written request shall be the sole responsibility of the Assisting Party.

3. Travel-related expenses (meals, lodging, and transportation) shall be reimbursed in accordance with the terms of the Assisting Party's pay and travel policies.

4. The Requesting Party shall reimburse the Assisting Party for employment costs of personnel who render assistance under this Agreement to Requesting Party, including wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. Employees of the Assisting Party shall retain all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment while providing assistance to the Requesting Party.

5. The costs associated with the equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair

services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

6. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

7. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall comply with State audit requirements as specified in applicable State regulations. Upon reasonable notice, the Assisting Party shall make its records available to the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

SECTION 4. INSURANCE

Each Participating Government shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. If a Participating Government is insured, its file shall contain a letter from its insurance carrier

authorizing it to provide and receive assistance under this Agreement, and indicating that there will be no lapse in its insurance coverage, either on employees, vehicles, or liability. If a Participating Government is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement. The amount of reimbursement from the Requesting Party shall be reduced by the amount of any insurance proceeds to which the Assisting Party is entitled as a result of losses experienced in rendering assistance pursuant to this Agreement.

SECTION 5. LIABILITY

To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and is renewed automatically in successive one (1) year terms unless terminated upon sixty (60) days advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, South Carolina Emergency Management Division, Office of the Adjutant General, West Columbia, South Carolina, which shall provide copies to all other Participating Governments. Notice of termination shall not relieve the withdrawing Participating Government from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until sixty (60) days after notice thereof has been sent by the Director, South Carolina Emergency Management Division, Office of the Adjutant General, to all other Participating Governments. It is the responsibility of the signatory to update the signatures as required.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution thereof.

SECTION 8. ROLE OF SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

SCEMD shall serve as the central repository for executed Agreements, maintain a current listing of Participating Governments with their Authorized Representative and contact information, and provide a listing of the Participating Governments online at the SCEMD website.

SECTION 9. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements or inter-local agreements, those parties agree that said agreements are superseded by this Agreement only for emergency management assistance and activities performed in major disasters pursuant to this Agreement. In the event that two or more parties to this Agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

[Intentionally left blank]

FOR ADOPTION BY A COUNTY

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____

Date: _____

Director, South Carolina Emergency
Management Division

COUNTY OF: _____

Chairman/Administrator:

By: _____

Date: _____

Signature

Printed Name

Its: _____

Title

APPROVED AS TO FORM:

Office of the County Attorney

By: _____

Date: _____

Signature

Printed Name

**FOR ADOPTION BY A MUNICIPALITY, POLITICAL SUBDIVISION, OR
EMERGENCY SERVICE ENTITY**

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the
dates set forth below:

STATE OF SOUTH CAROLINA

By: _____ Date: _____
Director, South Carolina Emergency
Management Division

EXECUTED BY _____ IN _____
COUNTY (attach authorizing resolution or ordinance if necessary).

Authorized Official:

By: _____ Date: _____
Signature

Printed Name

Its: _____
Title

FOR ADOPTION BY A STATE AGENCY

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____
Director, South Carolina Emergency
Management Division

Date: _____

STATE OF SOUTH CAROLINA

Name of State Agency

By: _____
Signature

Date: _____

Printed Name

Its: _____
Title

STATEWIDE MUTUAL AID AGREEMENT
EXHIBIT A: AUTHORIZED REPRESENTATIVES

Date: _____

Name of Participating Government: _____

Mailing Address: _____

City, State, Zip Code: _____

Authorized Representatives to Contact for Emergency Assistance:

Primary Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

1st Alternate Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

2nd Alternate Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

STATEWIDE MUTUAL AID AGREEMENT

EXHIBIT B: REQUIRED INFORMATION

Each request for assistance shall be accompanied by the following information, to the extent known:

1. General description of the damage sustained;
2. Identification of the emergency service function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building, inspection, planning, and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the particular type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, portable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services;
6. An estimated time and specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party;
7. An estimate of expected costs from the Assisting Party to include any incidental expenses they plan to recoup from the Requesting Party;

STATEWIDE MUTUAL AID AGREEMENT
EXHIBIT C: ACKNOWLEDGMENT

To be completed by each Assisting Party.

NAME OF ASSISTING PARTY: _____

AUTHORIZED REPRESENTATIVE: _____

CONTACT NUMBER/PROCEDURES: _____

1. Assistance to be provided:

<u>Resource Type</u>	<u>Amount</u>	<u>Assignment</u>	<u>Est. Time of Arrival</u>
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2. Availability of additional resources:

3. Time limitations, if any: