



Public Safety Committee

9:00 a.m., Monday, October 5, 2020
1207 Palm Boulevard, Isle of Palms, SC

Virtual Meeting Due to COVID-19 Pandemic:

The public may join the virtual meeting by clicking here: <https://www.youtube.com/user/cityofisleofpalms>

Public Comment:

Citizens may provide public comment here:
<https://www.iop.net/public-comment-form>

AGENDA

1. **Call to order** and acknowledgment that the press and the public have been duly notified of the meeting in accordance with the Freedom of Information Act.
2. **Approval of previous meeting's minutes** – September 14, 2020
3. **Citizens' Comments** – Citizens may submit written comments here: <https://www.iop.net/public-comment-form> Comments received prior to the meeting will be entered into the record.
4. **Old Business**
 - a. Update on Public Safety Building rehabilitation project
 - b. Discussion and update on implementation of paid parking plan on the existing public beach parking zones
 - c. Discussion of improvements to the ocean side of Palm Boulevard between 21st and 41st Avenue
 - d. Update on pedestrian crosswalks and intersection safety
 - e. Update on Front Beach loading zones and parking
 - f. Consideration of mutual aid agreements with the City of North Charleston and Town of Summerville
 - g. Discussion about refurbishment vs replacement of the 2003 Engine 1002
5. **New Business**
 - a. Discussion of golf cart regulations and safety
 - b. Consideration of recommendation for the Signal 30 award
 - c. Discussion and consideration of changes to the Alarm Ordinance
6. **Highlights of Departmental Reports**
 - a. Fire Department – Chief Graham
 - b. Police Department – Chief Cornett

7. Miscellaneous Business

Next meeting date: 9:00 a.m., Monday, November 2, 2020

8. Adjournment



Public Safety Committee
9:00am, Monday, September 14, 2020
Virtual Meeting via Zoom call due to COVID-19 Pandemic
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>

MINUTES

1. Call to order

Present: Council members Buckhannon, Ward, and Pounds

Staff Present: Administrator Fragoso, Chief Cornett, Chief Hathaway

Also Present: John Edward Griffith, Trident Construction

2. Approval of previous meeting's minutes – August 10, 2020

Council Member Pounds made a motion to approve, and Council Member Ward seconded the motion. The minutes passed unanimously.

3. Citizens' Comments

The City Clerk read into the record comments submitted to the Public Safety Committee. They can be found on the City's website alongside the agenda for this meeting.

4. Old Business

A. Update on Public Safety Building Rehabilitation Project

Administrator Fragoso reported the rehabilitation project is still on time and under budget. She reviewed what has been completed since the last update. She also reported that she confirmed with the contractors that the two change orders approved by City Council last month will be paid for from the contractor's contingency.

She shared that while the trailers may not be needed as long as originally contracted, there is no refund to the City if they return them earlier than January.

B. Update on implementation of paid parking plan on the existing public beach parking zones

Administrator Fragoso said, "After Council approved pursuing the plan last month, we gave the go-ahead to Stuart Day and Stantec to develop the drawings that are going to have to be submitted to SCDOT for their revised encroachment permit." She added that she, Asst. Administrator Hanna, and Chief Cornett met with the representative from Flowbird to show her the new areas that will be incorporated into the beach parking plan. She will prepare a plan for the additional signage that will be installed to notify and educate people about the pay-to-park

system. She will ask the City Attorney to draft the first reading of the sign plan after SCDOT gives approval for the encroachment permit.

C. Update and discussion of eliminating parking on the landside of Palm Boulevard between 22nd and 40th avenues due to public safety concerns

Committee members agreed that the intent was the permanently eliminate parking on the landside of Palm Boulevard.

MOTION: Council Member Ward made a motion to permanently eliminate parking on the landside of Palm Boulevard. Council Member Pounds seconded the motion.

Administrator Fragoso reported that conversations with Stantec and DHEC confirmed the City will still meet the beach access requirements if they eliminate parking along the landside of Palm Boulevard. She added, “We also had a conversation with SCDOT and their position is that we would have to submit that as part of the same modified permit application that includes the changes for the paid parking changes. SCDOT’s decision remains that the City had jurisdiction over parking on the community and as such recommendations that are made due to Public Safety are considered heavily.”

VOTE: The motion passed unanimously.

D. Discussion of improvements to the ocean side of Palm Boulevard between 21st and 41st avenues

Committee members discussed earmarking some of the funds from paid parking to improve the parking and beach access areas along Palm Boulevard. While there are many options to improve Palm Boulevard, Administrator Fragoso noted, “It is going to be a lot of work because there are utilities. There is drainage, infrastructure that would need to be, that is currently open that would need to be address in a different way. There are encroachments and driveways and landscaping that we would have, it will be a long process of just having that plan developed. But in terms of feasibility, it is possible because the space is currently there.”

Council Member Ward noted such a project is a good opportunity to get the public involved, noting the importance of generating local and state support. Administrator Fragoso said the issue will remain on the Public Safety agenda to keep the discussion moving forward.

E. Update on pedestrian crosswalks and intersection safety

Administrator Fragoso said that SCDOT cannot explain the inconsistency of the placement of the stop bars at Palm Boulevard intersections.

With regards to increasing the safety at crosswalks, Chief Cornett reported that SCDOT will only approve a “rectangular rapid flashing beacon” at crosswalks. Such devices are in use in Summerville and Folly Beach. Applications for such signage must be made through the Federal Highway Administration and then SCDOT for encroachment permits. SCDOT will also require a traffic study at all the locations where the City would like one of the flashing signs. Additionally, they request crash history, vehicle counts, and pedestrian counts for each intersection.

Committee members agreed Chief Cornett should continue to pursue the acquisition and placement of these signs.

F. Update on evaluation of speed limits on residential side streets

Council Member Buckhannon said that SCDOT is not going to allow any change in speed limit without a traffic study. Administrator Fragoso added that hiring a traffic engineer would be necessary to look at speed limits across the island, but that SCDOT will look at specific streets where there may be issues. Chief Cornett will stay on top of speed enforcement in the areas where complaints have been received.

G. Discussion of Front Beach loading zone and parking

Chief Cornett reported that he is waiting to hear back from a company who can handle the signage and striping of the area. He said it may also be necessary to draft an ordinance to address the parking in those specific areas. He will speak with business owners near the loading zones about their needs after he has heard from the company about the signage.

H. Update on Wild Dunes Emergency Exit

Administrator Fragoso reminded Committee members of the request from Wild Dunes residents to have an alternative exit should there be a traffic incident on Palm Boulevard. She reported that SCDOT has approved the request with the agreement that only Chief Cornett and Chief Graham have the keys to the exit. A document agreeing to that requirement has been signed.

Administrator Fragoso said the residents of Wild Wood have been included and updated throughout the process. Council Member Pounds said that they expect to begin work on the exit in October and November and be completed in 60 days.

5. New Business

A. Discussion of refurbishment of pumper truck purchased in 2003 [FY21 Budget; Fire Department; Capital Projects, \$150,000; Hospitality Tax Fund, \$75,000; State ATAX Fund, \$75,000]

Chief Graham said, “We had budgeted for our 2003 pumper to be refurbished. The quote came back at \$335,000. The City budgeted \$300,000. In the meantime, a few things have happened. We were planning on sending Engine Two to the shop as soon as the 95-footer came back. The 95-footer was delayed due to the COVID, which is actually in our favor because we really don’t have anywhere to house it just yet. It should be here the end of September, sometime October. By then, we should be able to put it in the bay. The last thing we want to do is spend all this money and leave the truck outside. Unfortunately, the quote for the refurbishment for Engine Two has expired. We are in the process of getting appraisals for the old 75-footer which will go away when the 95-footer comes back. We are also trying to get appraisals for Engine Two for a possible trade-in. In the meantime, when all this was going on when I received the quote for the refurbishment of Engine Two for not a whole lot more money we might be able to get a demo truck. Old Truck One was a demo. The old 95-footer was a demo, so there could be a lot of money saved. So while it is costing more in the long run, we are going to have a truck with a much more substantial warranty. But if we were able to trade both of these trucks in to cut down

the cost. I was expecting the price to be much higher.” She will continue to look into and evaluate the options. She added, “Once we get an updated quote for Engine Two, it could be upwards of \$350,000, and not a whole lot more money to go towards a truck, a demo as long as we caught the demo in time, and if we locked in a commitment then any changes that we needed to be made could be made. It is all about timing, so they have got some trucks that are going to be ready for commitment sometime in July. That also would reduce the amount of time that we were out of the truck. So getting a demo with a few modifications here and there, we might be talking about a three-month turnaround and not an 18-month turnaround.”

B. Consideration of award of a contract to Nicholson Business Systems for the Records Management system in the amount of \$38,990 [FY21 Budget; Capital Projects Fund; Police Department; Capital Outlay, \$30,000, pg. 17, ln. 20]

Assistant Administrator Hanna said the goal behind this change is to replace outdated systems and make work for the Public Safety and Court more efficient. He noted there will be ongoing costs after the system is installed.

MOTION: Council Member Pounds made a motion to award the contract for the Records Management System to Nicholson Business Systems in the amount of \$38,990. Council Member Ward seconded the motion. The motion passed unanimously.

C. Consideration of purchase of beach services 4WD pickup truck, State contract pricing in the amount of \$26,870 [FY21 Budget; Hospitality Tax Fund; Police Department; Capital Outlay, \$30,000, pg. 21, ln. 21]

Chief Cornett explained, “We are already budgeting to replace one of our Beach Services officer trucks this year as it is. As we are looking at the island-wide paid parking, only certain vehicles have the ability to function with the license plate readers that would work with our system. I did verify that one of the trucks that we currently have that we would not be getting rid of will work and the two that are on here will also work. My recommendation would be the Dodge Ram. It is a little bit cheaper, and it is still a significant truck that will work just fine for what we are using it for.”

MOTION: Council Member made a motion to approve the purchase of the beach services 4WD pickup truck, and Council Member Pounds seconded the motion. The motion passed unanimously.

D. Discussion of entering into mutual aid agreements with the City of North Charleston and Town of Summerville

Committee members and Chief Cornett said these agreements are good to have. Chief Cornett will bring them to the full Council for approval.

E. Discussion of adding handicap parking on 42nd Avenue

Council Member Buckhannon reported this discussion comes via the Real Property Committee who is currently considering changes to the beach access at 42nd Avenue. As the path there is ADA-accessible, more than the one handicap parking space should be available. Chief Cornett

said he will continue to look into this issue but does not foresee any issues with adding additional handicap spots there.

6. Highlights of Departmental Reports

A. Fire Department – Chief Graham

Chief Graham reported that the 101 calls for service received in August is down from August of last year. Of those 101 calls, 48 were from residents. She detailed some of the calls responded to. She thanked the Awendaw Fire Department for housing the new 75-foot ladder truck during a recent storm.

B. Police Department – Chief Cornett

Chief Cornett reported there were 1,512 calls for service in August, along with 47 arrests, 127 incident reports, and 161 charges of significance, including 9 DUIs. He added the higher number of Disorderly Conduct incidents are due to an increased presence on the beach.

The Police Department initiated a traffic blitz in the last week of August and the first week of September. They will continue to conduct such operations on a regular basis.

Chief Cornett reported that the grant for the drone was denied but reminded the Committee that Council approved funding for the drone if they did not receive the grant. He said has recently learned of another grant he could apply for “in reference to applying for the replacement of our LSVs.” He said two of the four LSVs are currently inoperable. The newly purchased Polaris will be available this week, but that will still leave the department down one vehicle for next beach season. He said, “My recommendation would be that we move forward with the grant to try to obtain another ATV, another Polaris to use on the beach.” He said the application is due in three weeks.

He also reported that he is looking to fill two vacancies. He continues to look among the military surplus for any equipment the City may benefit from acquiring.

8. Miscellaneous Business

The next meeting of the Public Safety Committee will be Monday, October 5, 2020 at 9am.

9. Adjournment

Council Member Ward made a motion to adjourn, and Council Member Pounds seconded the motion. The motion passed unanimously. The meeting was adjourned at 9:55am.

Respectfully submitted,

Nicole DeNeane
City Clerk

INTEROFFICE MEMORANDUM

TO: DESIREE FRAGOSO, CITY ADMINISTRATOR

FROM: CHIEF KEVIN CORNETT

SUBJECT: CITY ALARM ORDINANCE

DATE: 9/18/2020

CC:



This memorandum is being drafted as a request for City Council to consider altering the current ordinance pertaining to alarms. There is no doubt in my mind that when the ordinance was enacted that it was a necessity. However, times have changed and there have been many changes to alarm companies and security systems in general. In December 2019, Alarms.org updated their report on burglary statistics and indicated that homes that do not have an alarm or other security system are at a significantly higher rate of being burglarized (Burglary Statistics). On average a burglary is occurring less than every thirty seconds (Edwards). Based on previous crime prevention training I understand that the average burglary takes approximately 8 minutes from the time that the suspect unlawfully enters the dwelling and the time that the suspect leaves with stolen items. When looking at our response call statistics for IOPPD, I saw that our response team is shorter than that by several minutes. This is an example of how vital security systems are to protect our residents and business owners from having their personal spaces violated by a burglary. According to statistics that have been gathered, less than thirty percent of homes have an active alarm system in place (Burglary Statistics). We need to do all that we can to protect our residents and to encourage them to possess an alarm system. Our concern is that the current ordinances discourage residents from having an alarm and place those that do have them in a difficult situation when trying to comply with the ordinances. It would be our recommendation that we do all that we can to encourage our residents and business owners to have a fully operational alarm system. I will break down each section of the ordinance that we believe needs to be reviewed and hopefully changed.

7-4-3 Registration Required – requires all alarm business owners and operators are required to advise the police department of a new subscriber's information or when changes of business/home ownership take place.

- Alarm companies typically do not have a physical location on the island and this could make enforcement difficult. Specifically, prosecution could be hindered as the practice is to mail a municipal summons to the business. The struggle here is the ability to confirm that the summons was served and that it was served to the correct person.

7-4-4 Specific alarm regulations

- (a) states that the user must repair malfunctions within 12 hours.

- Most alarm companies will not schedule maintenance personnel to respond within 12 hours and this would make it an unfair punishment to a home owner that has to rely on the business to send maintenance personnel within 12 hours.
- (b) states that alarm companies must have personnel available to respond within 30 minutes at the request of a police officer
 - This is not something that most alarm companies can accommodate.
- (c & d) state that alarm users must provide the police department with a list of two people that can respond to their residence within 30 minutes and that the alarm user must provide security when they cannot deactivate their system in a timely manner
 - This ordinance makes these violations a misdemeanor crime under town ordinance. This may be difficult for some residents and would discourage them from having an active alarm system. The alarm company will have key holder information that can be shared with the police officer on-scene.

7-4-5 Alarm permits required

- This section in general discourages residents and business owners from obtaining an alarm to monitor their homes. The alarm user is required every year to renew the permit and this takes numerous staff hours to send letters reminding residents/businesses, costs money to mail letters and applications to each alarm user, and confuses more residents about whether or not they owe a fee (annual or late).
- The police department does not respond to an extreme amount of calls for service relating to alarms (officer respond to more 911 hang-up calls for service than alarms) and when they respond to a larger number than normal it is typically related to a storm which is not impacted by the ordinance. Responding to the occasional alarm that is going off will not negatively impact the police department's ability to patrol the island.

7-4-6 Enforcement and penalties

- The notes from the section referencing 7-4-5 would apply to this section as well.
- (b) states that the city has the ability to suspend or revoke a permit and that if the alarm user continues to use the alarm after that it is a misdemeanor. This is like the city telling a resident that they cannot have an alarm. If this was enforced and a burglary resulted after advising the resident that they could not use an alarm there could be legal repercussions for the city.

Ultimately, our goal is to encourage the use of alarms on the island as this will lead to a better protected residence/business. While Title 7, Chapter 4 was most likely a necessity when it was enacted, we believe that this ordinance should be reviewed to ensure that it meets the intent to fully protect our residents, businesses and their property.

“Burglary Statistics: The Hard Numbers.” *Alarms.org* <https://www.alarms.org/burglary-statistics/>.
19 December 2019

Edwards, Rebecca. “8 Surprising Home Burglary Facts and Stats.” Safewise, 23 July 2020.
<https://www.safewise.com/blog/8-surprising-home-burglary-statistics/>

STATE OF SOUTH CAROLINA)
)
) LAW ENFORCEMENT
) ASSISTANCE AND SUPPORT AGREEMENT
COUNTY OF CHARLESTON)

This agreement is made and entered into this ____ day of _____, 2020, by and between the **ISLE OF PALMS POLICE DEPARTMENT**, 30 JC Long Blvd. Isle of Palms, SC 29451 and the **SUMMERVILLE POLICE DEPARTMENT**, 300 W 2nd St. Summerville, SC 29483.

WHEREAS, South Carolina Code Ann. Section 23-20-10, et seq., as amended on June 3, 2016, provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines;

WHEREAS, the **ISLE OF PALMS POLICE DEPARTMENT** desires to enter into such an agreement with the **SUMMERVILLE POLICE DEPARTMENT** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written Agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This Agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances

adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Traffic Control and Safety;
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by **the Chief of Isle of Palms Police Department**, or his/her designee, or the **Chief of Summerville Police Department**, or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by **the Chief of Isle of Palms Police Department**, or his/her designee, or **the Chief of Summerville Police Department**, or his/her designee. If the request is granted, the requesting law enforcement agency shall be

immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

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

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. MODIFICATION OR AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. SEVERABILITY

Should any part of this Agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

13. BINDING SUCCESSORS IN OFFICE

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

14. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

15. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

16. TERM AND RENEWAL

This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

17. USE OF EQUIPMENT AND FACILITIES

Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

ISLE OF PALMS POLICE DEPARTMENT

WITNESSES

Kevin Cornett, Chief

Witness

SUMMERVILLE POLICE DEPARTMENT

Jon Rogers, Chief

Witness

Mayor/Administrator

Witness

STATE OF SOUTH CAROLINA)
)
) LAW ENFORCEMENT
COUNTY OF CHARLESTON) ASSISTANCE AND SUPPORT AGREEMENT

This agreement is made and entered into this ____ day of _____, 2020, by and between the **ISLE OF PALMS POLICE DEPARTMENT**, 30 JC Long Blvd. Isle of Palms, SC 29451 and the **NORTH CHARLESTON POLICE DEPARTMENT**, 2500 City Hall Ln. North Charleston, SC 29418.

WHEREAS, South Carolina Code Ann. Section 23-20-10, et seq., as amended on June 3, 2016, provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines;

WHEREAS, the **ISLE OF PALMS POLICE DEPARTMENT** desires to enter into such an agreement with the **NORTH CHARLESTON POLICE DEPARTMENT** for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency's officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency's officers in the requesting agency's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written Agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This Agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party's jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law enforcement officers employed by the requesting jurisdiction. However, local ordinances

adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Traffic Control and Safety;
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by **the Chief of Isle of Palms Police Department**, or his/her designee, or the **Chief of North Charleston Police Department**, or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by **the Chief of Isle of Palms Police Department**, or his/her designee, or **the Chief of North Charleston Police Department**, or his/her designee. If the request is granted, the requesting law enforcement agency shall be

immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

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

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. MODIFICATION OR AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. SEVERABILITY

Should any part of this Agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

13. BINDING SUCCESSORS IN OFFICE

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

14. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

15. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

16. TERM AND RENEWAL

This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

17. USE OF EQUIPMENT AND FACILITIES

Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

ISLE OF PALMS POLICE DEPARTMENT

WITNESSES

Kevin Cornett, Chief

Witness

NORTH CHARLESTON POLICE DEPARTMENT

Reginald Burgess, Chief

Witness

Mayor/Administrator

Witness

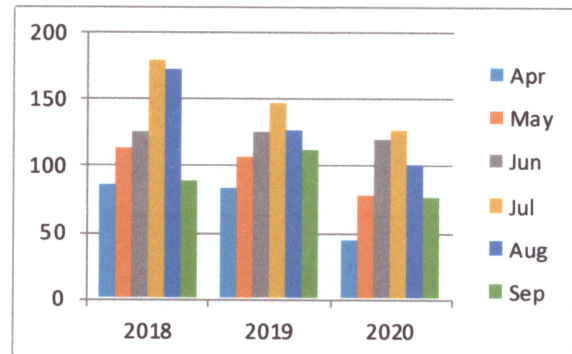
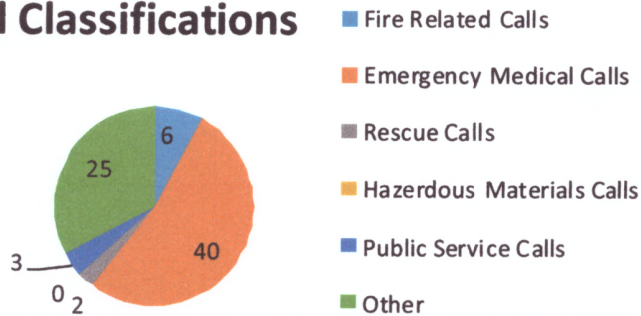


Monthly Report Overview Dashboard for September 2020

Total Calls for September 2020: 101

Year to Date Calls for 2020: 611

Call Classifications



Fire	EMS	Rescue	Haz-Mat	Service	Other
6	40	2	0	3	25

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	42	46	54	44	78	120	126	101	76			
2019	55	49	66	83	106	125	147	127	112			
2018	65	43	62	86	113	125	180	172	89			

Notable Events / Call Highlights

Isle of Palms Fire Department is continuing to maintain situational awareness concerning COVID-19. PPE supplies are continually evaluated and restocked as needed. Staffing is being maintained with overtime being limited as best as possible.

Isle of Palms Fire Department is continuing to maintain communication with Trident Construction and associates in regards to the rehabilitation of the Public Safety Building through weekly update/review meetings.

Chief Graham is making arrangements for a smooth transition back into the Public Safety Building. Preparations are also being made for the removal of the three trailers used by both fire and police departments from the parking lot.

Received a letter of gratitude from an Island Resident. Battalion Chief Jason Smith and Firefighter Jon Sezginalp were commended for their assistance with removing standing water from a malfunctioning washing machine.

Received the new mobile radios which will replace older radios in the fire apparatus.

Flash upgrading was started on hand held two-way radios. There is a delay with completion due to circumstances beyond our control.

Received the preliminary appraisals regarding re-sale and trade-in values for both the 2003 E-One Typhoon Engine (Engine 1002) and the 2003 E-One Typhoon 75' Aerial (Ladder 1001).

Chief Graham and Battalion Chief Hathaway conducted reviews and are actively completing drafts of revised Job Descriptions, Standard Operating Guidelines, General Orders, and Standards of Care.



Monthly Report Overview Dashboard for August 2020

Notable Events / Call Highlights (continued)

Battalion Chief Hathaway completed the Probationary Firefighter Handbook, Engine Driver/Operator Handbook, and Aerial Driver/Operator Handbook.

Battalion Chief Hathaway has begun the Boat/Watercraft Operators Handbook and New Company Officer Handbook.

10/01/2020 Two-way radio installed in Truck 1001.

10/01/2020 Brakes and calipers fixed on Rescue 1008.

10/01/2020 Fire crews responded to a watercraft in distress in the area of Dewees Inlet. Upon arrival a sailboat was found stuck on a sandbar occupied by a man and his daughter. The daughter had minor injuries to her foot. Both individuals were ultimately brought back to shore by Isle of Palms Fire personnel. All units cleared from the scene and returned back to service.

10/22/2020 Fire crews responded to a commercial fire alarm on Palm Boulevard. During the inspection of the property a coaxial cable was found to have overheated which produced enough smoke to activate the alarm. The heat source was removed and the scene secured. All units cleared from the scene and returned back to service.

10/25/2020 Fire crews responded to a full arrest on 54th Avenue. Upon arrival, fire personnel found a patient in full arrest with a family member attempting to perform CPR. Fire crews took over CPR efforts and utilized an AED and were able to restore the patient's breathing and pulse. Patient care was transferred to Charleston County EMS and the patient was transported to the hospital. All units cleared from the scene and returned back to service.



City of Isle of Palms Fire Department September 2020 Monthly Analytics Report

76 Total Calls		15 Total Calls in Wild Dunes
32 Total Resident Calls		6 Total Resident Calls in Wild Dunes
44 Total Non-Resident Calls		9 Total Non-Resident Calls in Wild Dunes
40 Total EMS Calls		7 Total EMS Calls in Wild Dunes
16 Total Resident EMS Calls		3 Total Resident EMS Calls in Wild Dunes
24 Total Non-Resident EMS Calls		4 Total Non-Resident EMS Calls in Wild Dunes

INCIDENT TYPE	District		
	1	2	OOJ
0 Structure Fire	0	0	0
0 Outside Structure Fire	0	0	0
0 Vehicle Fire	0	0	0
0 Brush, Grass, Leaves	0	0	0
0 Trash, Rubbish	0	0	0
0 Explosion - No Fire	0	0	0
0 Spill, with Fire	0	0	0
2 Other Fires	1	1	0
0 Overpressure, Rupture	0	0	0
40 Emergency Medical Call	27	13	0
2 Locked-In, Trapped	1	1	0
1 Search	1	0	0
0 Extrication	0	0	0
2 Rescue	1	1	0
1 Spill, Leak - No Fire	0	1	0
0 Power Line Down	0	0	0
3 Electrical	2	1	0
0 Aircraft Stand-By	0	0	0
0 Chemical Spill	0	0	0
0 Hazardous Condition	0	0	0
0 Water Removal	0	0	0
0 Smoke Removal	0	0	0
0 Animal Rescue	0	0	0
0 Assist Police	0	0	0
1 Unauthorized Burning	1	0	0
0 Move - Up	0	0	0
3 Service Call	3	0	0
0 Smoke Scare	0	0	0
0 Controlled Burn	0	0	0
0 Steam, Mistaken for Smoke	0	0	0
0 Malicious False	0	0	0
0 Bomb Scare	0	0	0
3 Alarm Malfunction	1	2	0
2 Unintentional False	0	2	0
9 Unclassified	4	3	2
Supplemental Calls			
0 Smoke Detector	0	0	0
0 Station Tour	0	0	0
0 Public Education	0	0	0
0 Public Appearance	0	0	0
0 Assist Motorist	0	0	0
7 Public Assist	7	0	0
0 Other	0	0	0
District			
1 2 OOJ			
76 ** TOTAL CALLS**	49	25	2
7 ** TOTAL SUPPLEMENTAL CALLS**	7	0	0

ADDITIONAL INFORMATION	
26 A-Shift Total	
23 B-Shift Total	
27 C-Shift Total	
12 Monday Calls	
14 Tuesday Calls	
14 Wednesday Calls	
5 Thursday Calls	
11 Friday Calls	
8 Saturday Calls	
12 Sunday Calls	
12 Water / Beach Calls	
1 Motor Vehicle Accident Calls	
39 Total Number of Patients	
1 Full Arrest Calls	
2 Water Mission	
0 Missing Person on Beach	
3 Jellyfish	
0 Stingray	
0 Naloxone (Narcan) Given	
0 Epinephrine Given	

COMPARISONS

YEAR TO DATE

870	2019 - YEAR TO DATE
687	2020 - YEAR TO DATE
-21.03%	DIFFERENCE FROM PRIOR YEAR

MONTHLY

112	2019 - SEPTEMBER TOTAL CALLS
76	2020 - SEPTEMBER TOTAL CALLS
-32.14%	DIFFERENCE FROM PRIOR YEAR

District 1 - Breach Inlet to 32nd Avenue District 2 - 32nd Avenue to Ocean Point OOJ - Out of Jurisdiction

Emergency Medical Call Data

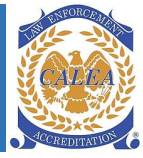
0	*Abdominal Pain_Problems
5	*Allergies_Envenomations
1	*Animal Bites_Attacks
0	*Assault
0	*Sexual Assault
0	*Back Pain
1	*Breathing Problems
0	*Burns_Explosion
0	*Carbon Monoxide_Inhalation
0	*Hazmat_CBRN
1	*Cardiac or Respiratory Arrest
1	*Death
2	*Chest Pain
1	*Choking
0	*Convulsions_Seizures
1	*Diabetic Problems
0	*Drowning_Diving_Scuba Acc
0	*Electrocution_Lightning
0	*Eye Problems_Injuries
3	*Falls
1	*Headache
1	*Heart Problems_AICD
0	*Exposure_Heat_Cold
1	*Hemorrhage_Lacerations
0	*Entrapment_Machine_Equip
2	*Overdose_Poisoning
0	*Pregnancy_CB_MC
1	*Psych_Abn Behav_Suicide
5	*Sick Person
0	*Stab_GSW_Pen Trauma
3	*Stroke
1	*Accident_Traffic_Transp
4	*Traumatic Injuries
4	*Unconscious_Fainting
0	*Unknown Problem_Man Down
0	*Aircraft Emergency
0	*Extrication_Entrapped Machine
0	*Motor Vehicle Collision
0	*BRIDGE JUMPER



ISLE OF PALMS POLICE DEPARTMENT

MONTHLY REPORT

SEPTEMBER 2020



SIGNIFICANT DEPARTMENTAL ACTIONS

During the month of September the Isle of Palms Police Department enforced the City of Isle of Palms Emergency Ordinances and South Carolina Executive Ordinances in response to COVID-19.

Incidents of interest in September included 5 drug related charges, 6 disorderly conduct charges, 9 driving under the influence charges, and 8 driving under suspension charges. The department performed 348 traffic stops.

ACTIVITY SUMMARY	SEPTEMBER	YTD 2020
Calls for Service	1243	13511
Traffic Stops	348	2594
Traffic Collisions	14	79
Arrests	34	329
State Law Violations	112	791
City Ordinance Violations	19	192
Warning Citations	310	2400
Parking Citations	360	6528
Isle of Palms Warrants Served	6	38
Fugitives Apprehended	0	2
General Sessions/Charleston County Solicitor Office Cases	5	41
Criminal Investigations-Cases Opened	23	122
Criminal Investigations-Cases Closed	12	94
Training Hours	11	342
Livability Cases	15	82
Coyote Sightings	1	13
INCIDENT REPORTS	SEPTEMBER	YTD 2020
Assault/Intimidation	1	23
Rape	0	1
Criminal Domestic Violence	0	11
Burglary/Breaking & Entering	0	6
Motor Vehicle Thefts	1	4
Grand Larceny	1	3
All Other Larceny	8	44
Fraud	4	18
Destructive/Damage/Vandalism	2	6
Drug Incidents	8	67
Indecent Exposure	1	1
Pornography/Obscene Material	0	1
Disorderly Conduct	3	17
Alcohol Incidents	8	78
Assist Other Agencies	3	35
Alarm Incidents	9	94
Noise Violations	0	4
Traffic	14	78
Weapon Law Violations	1	2
Suicide Actual or Attempted	0	1
All Other Incident Types	25	230
TOTAL	89	724

CHARGES	SEPTEMBER	YTD 2020
Assault	2	10
Domestic Violence	0	8
Public Disorderly	6	38
Burglary	0	1
Motor Vehicle Theft	0	0
Possession of Stolen Vehicle	0	0
Grand Larceny	0	1
All Other Larceny	2	7
Fraud	0	3
Gun Violations	1	5
Drug Violations/Sale/Manufacture/ Distribution/Etc.	0	9
Possession of Controlled Substance	0	4
Other Drug Possession Methamphetamine/ Cocaine/Cocaine Base/Ecstasy/MDMA/Etc.	0	3
Simple Possession of Marijuana/Possession 1 oz. or less	3	56
Drug Equipment Violations	2	7
Vandalism/Damage to Property	0	0
Driving Under Suspension	8	72
Driving Under Influence	9	46
Other Alcohol Violations	4	154
Speeding	19	92
Other Traffic Related	60	364
Golf Cart Violation	0	8
Moped Violation	0	0
Resisting/Hindering/Assaulting Public Official or Police Officer	1	5
False Information to Police	0	3
Animal Violation	2	6
Noise Violation	5	9
Alarm Violation	4	23
Littering	0	4
Indecent Exposure	0	1
All Other Charges	3	44
TOTAL	131	983