



**Public Safety Committee**  
3:00 p.m., Thursday, May 6, 2021  
1207 Palm Boulevard, Isle of Palms, SC

**Public Comment:**

All citizens who wish to speak during the meeting must email their first and last name, address, and topic to [rhanna@iop.net](mailto:rhanna@iop.net) no later than **3:00 p.m. the business day before the meeting.**

Citizens may also provide written 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** - April 8, 2021
3. **Citizens' Comments**
4. **Old Business**
  - a. Update on angled parking on the non-ocean side of Palm Boulevard between 22<sup>nd</sup> and 40<sup>th</sup> Avenue
  - b. Discussion of golf cart and low speed vehicle regulations and enforcement
  - c. Discussion of coyote management
5. **New Business**
  - a. Discussion of Beach Shuttle between IOP and Mount Pleasant and consideration of requesting to CARTA that the service be free
  - b. Consideration of purchase of a 2021 Ford Ranger in the amount not to exceed \$35,000 [State contract base price \$22,253] for the Fire Inspector [FY21 Budget, Capital Projects, Fire Department, Capital Outlay \$1,994,687]
  - c. Consideration of request from IOP Beach Chair Company for approval to drive a motorized ATV on the beach for loading and unloading of beach rental equipment
  - d. Consideration of Law Enforcement Assistance & Support Agreement with Charleston County Sheriff's Office
  - e. Discussion of the City's position on State Bill S40
  - f. Discussion of preparations for Memorial Day weekend
  - g. Discussion of noise ordinance as it relates to amplified music at different times of day
6. **Highlights of Departmental Reports**
  - a. Fire Department – Deputy Chief Smith
  - b. Police Department – Captain Swain
7. **Miscellaneous Business**

Next meeting date: 3:00 p.m., Thursday, June 3, 2021
8. **Adjournment**



**Public Safety Committee**  
**3:00pm, Thursday, April 8, 2021**  
**1207 Palm Boulevard, Isle of Palms, SC**  
**and broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

**MINUTES**

**1. Call to order**

Present: Council members Pounds and Ward

Absent: Council Member Bell

Staff Present: Administrator Fragoso, Asst. Administrator Hanna, Chief Cornett, Chief Hathaway, Lt. Forsyth

**2. Approval of previous meeting's minutes**

**MOTION: Council Member Pounds made a motion to approve the minutes of the March 4, 2021 meeting, and Council Member Ward seconded the motion. The minutes passed unanimously.**

**3. Citizens' Comments**

Glenda Nemes, IOP resident and speaking on behalf of the Barrier Island Preservation, noted numerous parking violations she saw recently and on the way to the meeting. She recounted a story from the previous evening regarding the difficulty excessive traffic caused for her and friends having dinner on the island. She said mail carriers have reported that it takes longer to deliver the mail. She also has been told by cleaning services that they will be charging more to provide their services on the island due to the extra time it takes to travel to and around the island.

Laura Levins, Wild Dunes, also spoke with concern about traffic on the island. She shared that in the time that IOP population grew by 10%, the population of Mt. Pleasant grew 40%. She is opposed to increasing the amount of parking on Palm Boulevard and expressed concern that State officials do not have to deal with the consequences of adding more parking for beach visitors. She asked City Council to "not cave to outside special interests."

Ted McKnight, IOP resident, would like to observe the meeting with SCDOT when they come to take measurements next week. He spoke with concern about the parking between 53<sup>rd</sup> and 57<sup>th</sup> avenues, noting that the 4' setback and bad sight lines need to be dealt with immediately. He said that numerous signs will need to be added to the area to make sure parking is done correctly, including parking in designated spots only, parking forward, not backing out into traffic, not driving on sidewalks, and not blocking or obstructing driveways. He also suggested an

educational campaign encouraging people to take off the beach whatever they brought with them. He would like to see a public reminder to stay off of private property. He noted later in the meeting that at many places along the non-ocean side of Palm Boulevard the width is less than 35’.

**4. Old Business**

**A. Discussion of parking on the non-ocean side of Palm Boulevard between 22<sup>nd</sup> and 40<sup>th</sup> avenues**

Administrator Fragoso noted the proposed parking plan from SCDOT for angled parking includes parking stops to delineate individual parking spaces, which will prohibit people from driving on the sidewalks. She also stated that the plan pushes vehicles further from than 4’ from the roadside. The onsite meeting with SCDOT will help to ensure angled parking is implemented safely. Work on the sign plan continues and encroachments are being dealt with as well.

**B. Update on golf cart and low speed vehicle regulations**

Chief Cornett said their education and enforcement campaign for golf carts and low speed vehicles mimics the City of Charleston’s efforts. This week’s focus has been on informing owners about the need for registration. Ticketing will begin next week. Council Member Ward expressed concern about underage drivers driving golf carts and the safety of small children as passengers in golf carts. Chief Cornett said the officers will be heavily enforcing all golf cart and low speed vehicle regulations.

**5. New Business**

**A. Consideration of replacement of tables and chairs for the Public Safety Building’s training room in the amount of \$21,816**

Deputy Chief Hathaway said the proposal is to replace the tables and chairs that are currently in the training room which are original to the building. In addition to public safety training, the room is used for City staff, community gatherings, and acts as the MEOC during storm events. Staff recommends the bid from Herald in the amount of \$21,816.00. As this is an unbudgeted expense, monies to pay for this purchase will be taken from the contingency funds left over from the Public Safety Building Rehabilitation Project.

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

**6. Highlights of Departmental Reports**

**A. Fire Department – Deputy Chief Hathaway**

Chief Hathaway reported there were 69 calls in March, which is a 27% increase from March 2020. Total calls year to date are up 9%. Fire Department staff participated in meetings with SCDOT regarding parking changes. They responded to two structure fires, one on Sullivan’s Island and one on Intracoastal Court, and a motor vehicle accident at 41<sup>st</sup> Avenue. They are expecting a busy summer season.

**B. Police Department – Chief Cornett**

Chief Cornett stated that different members of the Command Staff would be providing the monthly reports in upcoming meetings. He reported that Police Department staff participated in Read Across America and the Polar Plunge. The Police Department has successfully retained its CALEA accreditation.

Engineer Rourke and Officer Ayer were recognized as Employees of the Quarter.

He reported there were 10 drug charges, 5 DUIs, and 767 parking citations in March. There were 944 calls for service in March, which is lower than the 1,112 received last March. DUI violations are on track to exceed the number logged in 2020.

**7. Miscellaneous Business**

The next meeting of the Public Safety Committee will be on Thursday, May 6, 2021 at 10:00am.

**8. Adjournment**

Council Member Pounds made a motion to adjourn, and Council Member Ward seconded the motion. The motion passed unanimously. The meeting was adjourned at 3:34pm.

Respectfully submitted,

Nicole DeNeane  
City Clerk



# ISLE OF PALMS POLICE DEPARTMENT

## MONTHLY REPORT

### APRIL 2021



### SIGNIFICANT DEPARTMENTAL ACTIONS

\* During the month of April 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.

\* The SC Department of Public Safety Law Enforcement Network recognized the Isle of Palms Police Department as the 2020 DUI Enforcement Agency of the Year (for agencies with 11-25 officers). 71 DUI arrests were made in 2020.

\* Incidents of interest in April included 8 drug charges, 6 DUI charges, and 833 parking citations.

ACTIVITY SUMMARY	APR 2021	YTD 2021	APR 2020	YTD 2020
Calls for Service	1095	3556	1372	5002
Incident Reports	92	268	53	243
Traffic Stops	339	1196	52	785
Traffic Collisions	12	30	3	17
Arrests	48	155	17	95
State Law Violations	99	352	36	272
City Ordinance Violations	17	35	12	43
Warning Citations	282	893	30	625
Parking Citations	833	1783	72	625
Isle of Palms Warrants Served	1	8	4	8
Criminal Investigations-Cases Opened	22	48	6	35
Criminal Investigations-Cases Closed	11	18	16	51
Training Hours	74	824	15	211
Livability Cases	3	5	6	14
Coyote Sightings	12	19	1	4
REPORTS BY OFFENSE TYPES	APRIL 2021	YTD 2021		
DUI	6	22		
Other Alcohol Offenses	15	35		
Arson/Suspicious Fire	0	0		
Rape/Sexual Assault	1	1		
Assault	3	6		
Indecent Exposure	0	0		
Harassment	1	3		
Drug Incidents	18	63		
Homicide	0	0		
Traffic	19	80		
DUS	5	23		
Robbery	0	0		
Burglary	1	2		
Theft from Motor Vehicle	0	1		
Motor Vehicle Theft	0	2		
Larceny	9	13		
Fraud	5	9		
Suicide (Actual or Attempted)	0	1		
Vandalism	0	6		
All Other Offenses	32	99		
<b>TOTAL</b>	<b>115</b>	<b>366</b>		

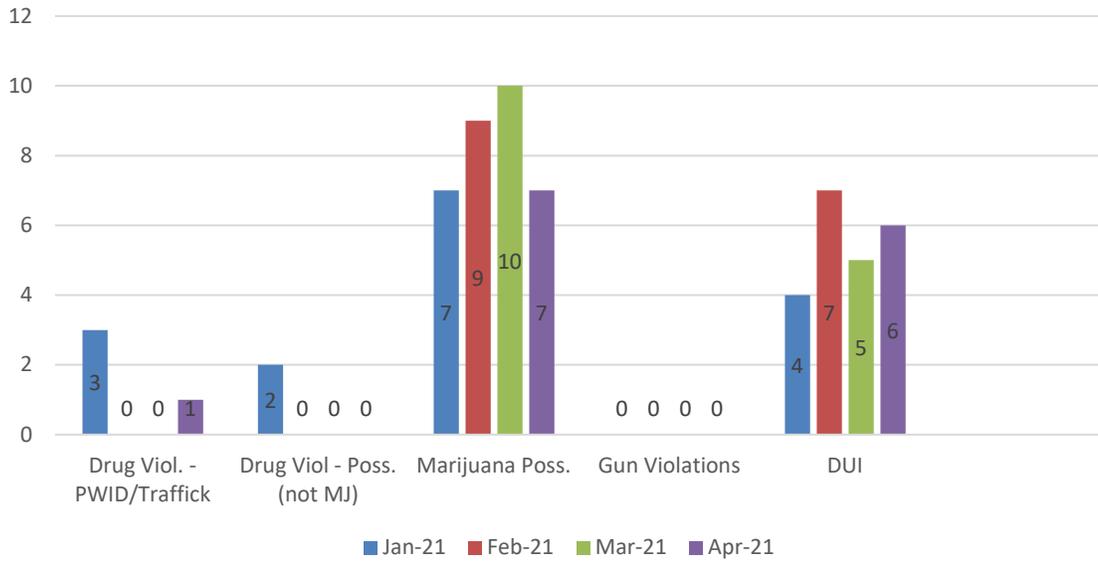
CHARGES	APR 2021	YTD 2021	APR 2020	YTD 2020
Assault	0	2	0	3
Domestic Violence	0	1	1	5
Public Disorderly	9	22	5	10
Burglary	0	0	1	1
Possession of Stolen Vehicle	0	0	0	0
Grand Larceny	0	0	1	1
All Other Larceny	0	1	0	0
Fraud	1	1	0	0
Gun Violations	0	0	0	0
Drug Violations/Sale/Manufacture/ Distribution/Etc.	1	4	0	1
Possession of Controlled Substance	0	2	1	2
Other Drug Possession Methamphetamine/ Cocaine/Cocaine Base/Ecstasy/MDMA/Etc.	0	0	0	2
Simple Possession of Marijuana/Possession 1 oz. or less	7	33	2	14
Drug Equipment Violations	0	4	0	3
Vandalism/Damage to Property	0	1	0	0
Driving Under Suspension	6	25	3	27
Driving Under Influence	6	21	2	10
Other Alcohol Violations	16	43	6	33
Speeding	9	36	2	25
Other Traffic Related	44	168	12	151
Golf Cart Violation	0	0	0	0
Moped Violation	0	0	0	0
Resisting/Hindering/Assaulting Public Official or Police Officer	3	3	0	3
False Information to Police	1	2	0	0
Failure to Stop for Police/Evade/Elude	0	3	0	0
Animal Violation	3	4	0	1
Noise Violation	4	5	0	1
Littering	0	0	0	0
Indecent Exposure	0	0	0	0
Business License	3	14	0	0
All Other Charges	4	7	12	22
<b>TOTAL</b>	<b>117</b>	<b>402</b>	<b>48</b>	<b>315</b>



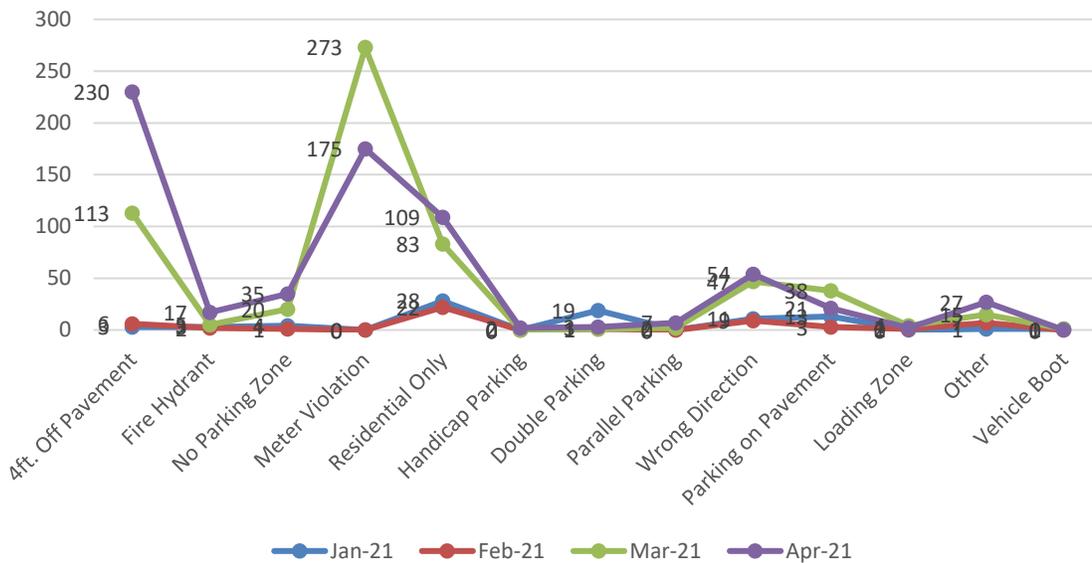
# ISLE OF PALMS POLICE DEPARTMENT MONTHLY REPORT APRIL 2021

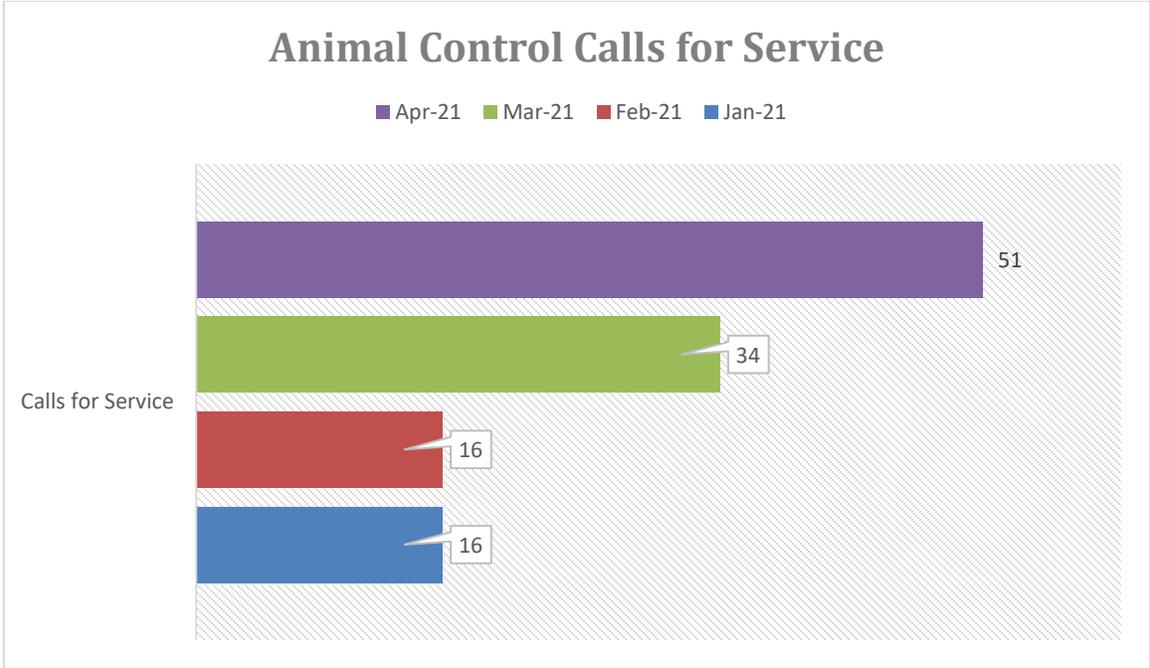


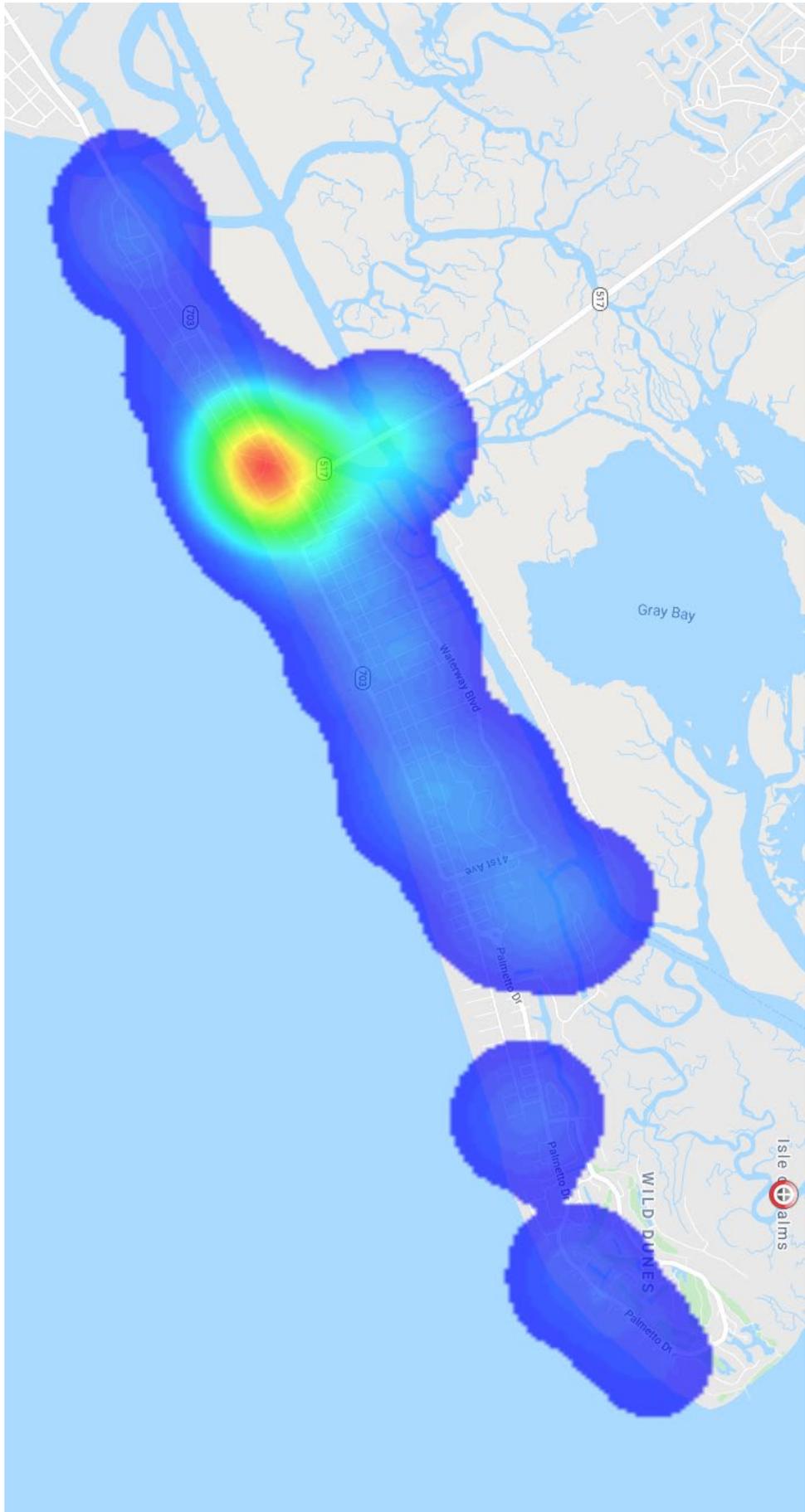
### Drug, Gun and DUI Charge Trend



### Parking Citations by Violation

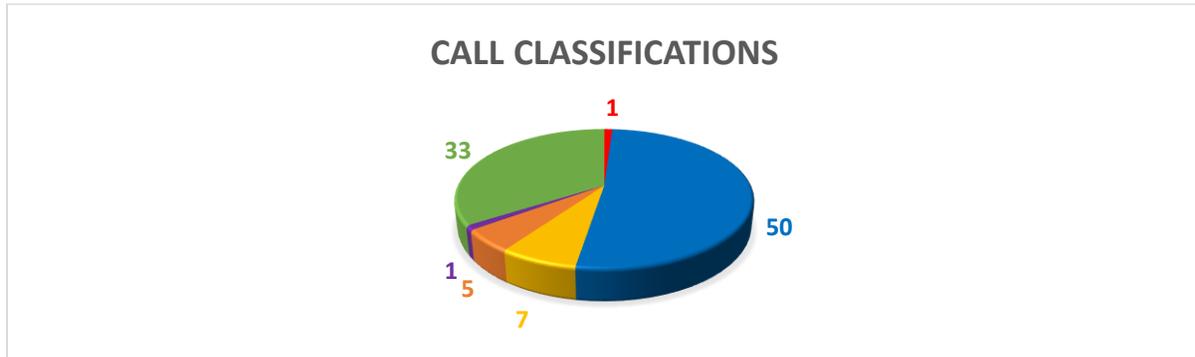






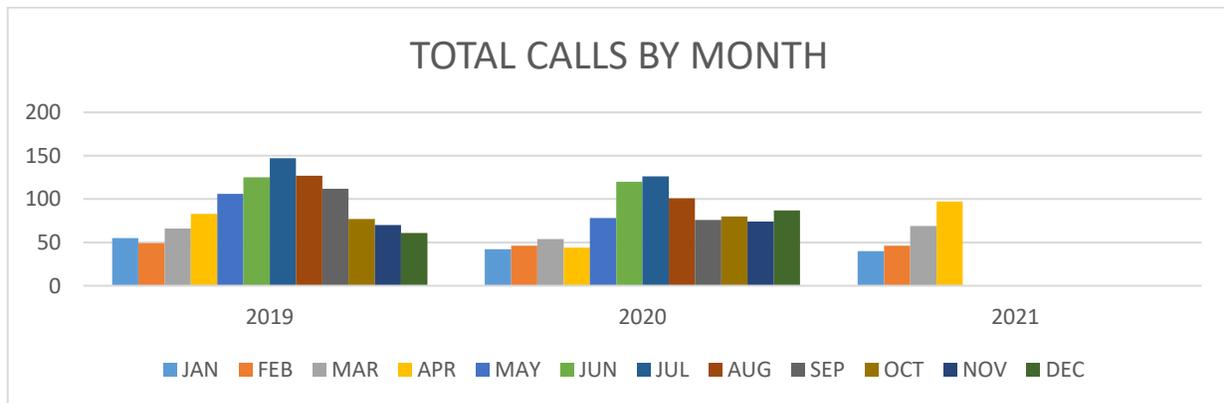


## MONTHLY REPORT APRIL 2021



FIRE	EMS	RESCUE	HAZ-MAT	SERVICE	OTHER
<b>1</b>	<b>50</b>	<b>7</b>	<b>5</b>	<b>1</b>	<b>33</b>

	<b>YEAR TO DATE TOTAL CALLS</b>	<b>APRIL TOTAL CALLS</b>
<b>2020</b>	<u>186</u>	<u>44</u>
<b>2021</b>	<u>252</u>	<u>97</u>
<b>DIFFERENCE FROM PRIOR YEAR</b>	<b>35.48%</b>	<b>120.45%</b>



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>2019</b>	55	49	66	83	106	125	147	127	112	77	70	61
<b>2020</b>	42	46	54	44	78	120	126	101	76	80	74	87
<b>2021</b>	40	46	69	97								



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## MONTHLY REPORT APRIL 2021

### NOTABLE EVENTS / CALL HIGHLIGHTS

- 04/2021 All personnel completed pre-season boat operations training which included both day and night training.
- 04/03/2021 Deputy Chief Hathaway and Fire Marshal Stafford participated in the Isle of Palms Easter Egg Drop program which was organized by the Recreation Department. Both Fire and Police Departments provided vehicles and mascots (Sparky the Fire Dog and McGruff the Crime Dog) to assist the Easter Bunny with delivering baskets that included Easter Treats as well as safety education materials.
- 04/19/2021 Fire crews responded to a residence on Seagrass Lane in reference to a propane line that had been severed by contractors working on the home. Upon arrival firefighters were informed that the propane had been shut off by the contractors prior to the Fire Department's arrival. The area was checked for hazards using a gas meter. No traces of propane were found in the area. Fire personnel roped off the tank valve and the area where the line was cut. The contractors were notified to have the issue fixed before restoring propane to the system. All units cleared from the scene and returned back to service.
- 04/21/2021 Fire crews responded to a dumpster fire on Morgan's Cove Drive. Upon arrival, firefighters found a ten (10) foot dumpster with flames and smoke visible. The fire was quickly extinguished. All units cleared from the scene and returned back to service.
- 04/27/2021 Fire crews responded with the United States Coast Guard to a report of a boat that was taking on water and sinking in the area of Price's Inlet. While en-route with Boat 1020, phone contact was made with one of the souls on board of the vessel. It was stated that there was no medical emergency and nobody was in distress. It was explained that the boat operator wanted help fixing his boat and to get a ride back to shore. It was at this time that the boat operator explained that he was going to wait for Sea Tow and did not need any assistance from the responding agencies. All units cleared from the scene and returned back to service.



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## MONTHLY REPORT APRIL 2021

### NOTABLE EVENTS / CALL HIGHLIGHTS

04/30/2021 Fire crews responded to a fuel leak on Palm Boulevard. Upon arrival firefighters found that a gasoline delivery truck had malfunctioned while transferring fuel from the truck to the in-ground fuel tanks. It is estimated that approximately 2,100 gallons of gasoline was spilled. Hazardous Materials protocols were immediately implemented. The Mount Pleasant Haz-Mat team responded to assist. It was found that the fuel spill had gotten into the water drainage system. Booms and Oil Dry were implemented in order to try and contain the spill as well as protect the storm drain system. The United States Coast Guard and the Isle of Palms Water Commission were notified and responded. Law enforcement was utilized to help in isolating the emergency scene by shutting down all roads and traffic in the area which also included the Isle of Palms Connector. The trucking company contracted with HEPACO for the clean-up of the spill. HEPACO worked with representatives from SC DHEC and the United States Coast Guard. Once the clean-up was completed and there were no further hazards, all units cleared from the scene and returned back to service.



## MONTHLY REPORT APRIL 2021

### INCIDENT TYPE

#### ANNUAL YEAR TO DATE ANALYTIC COMPARISONS



<b>2020</b>	<b>11</b>	<b>82</b>	<b>10</b>	<b>3</b>	<b>10</b>	<b>70</b>
<b>2021</b>	<b>7</b>	<b>120</b>	<b>12</b>	<b>10</b>	<b>8</b>	<b>95</b>
<b>DIFFERENCE FROM PRIOR YEAR</b>	<b>-36.36%</b>	<b>46.34%</b>	<b>20.00%</b>	<b>233.33%</b>	<b>-20.00%</b>	<b>35.71%</b>

### INCIDENT TYPE

#### APRIL MONTHLY ANALYTIC COMPARISONS



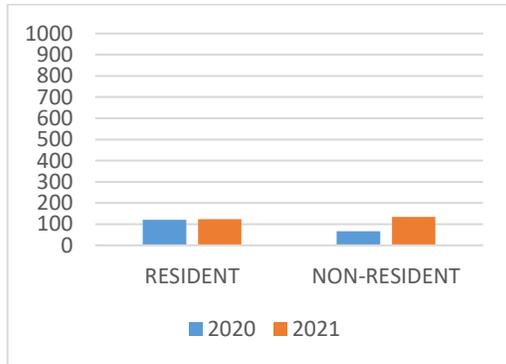
<b>2020</b>	<b>6</b>	<b>18</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>16</b>
<b>2021</b>	<b>1</b>	<b>50</b>	<b>7</b>	<b>5</b>	<b>1</b>	<b>33</b>
<b>DIFFERENCE FROM PRIOR YEAR</b>	<b>-83.33%</b>	<b>177.78%</b>	<b>250.00%</b>	<b>400.00%</b>	<b>0.00%</b>	<b>106.25%</b>



## MONTHLY REPORT APRIL 2021

### RESIDENCY TYPE ANALYTIC COMPARISONS

**ANNUAL YEAR TO DATE TOTAL CALLS**



<b>2020</b>	<b>120</b>	<b>66</b>
<b>2021</b>	<b>123</b>	<b>134</b>
<b>DIFFERENCE FROM PRIOR YEAR</b>	<b>2.50%</b>	<b>103.03%</b>

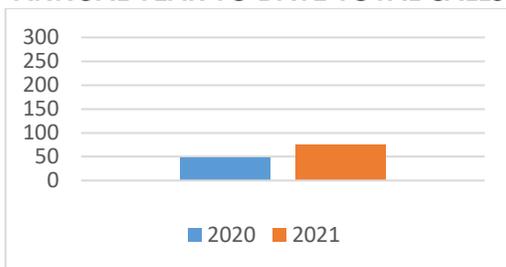
**APRIL MONTHLY TOTAL CALLS**



<b>2020</b>	<b>31</b>	<b>13</b>
<b>2021</b>	<b>36</b>	<b>61</b>
<b>DIFFERENCE FROM PRIOR YEAR</b>	<b>16.13%</b>	<b>369.23%</b>

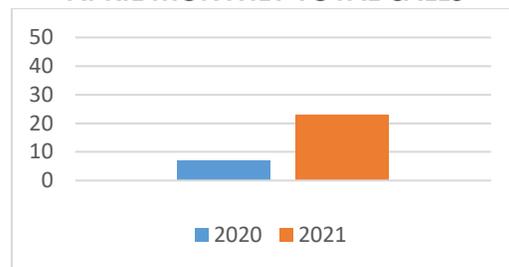
### TOTAL CALLS IN WILD DUNES

**ANNUAL YEAR TO DATE TOTAL CALLS**



<b>2020</b>	<b>49</b>
<b>2021</b>	<b>75</b>
<b>DIFFERENCE FROM PRIOR YEAR</b>	<b>53.06%</b>

**APRIL MONTHLY TOTAL CALLS**

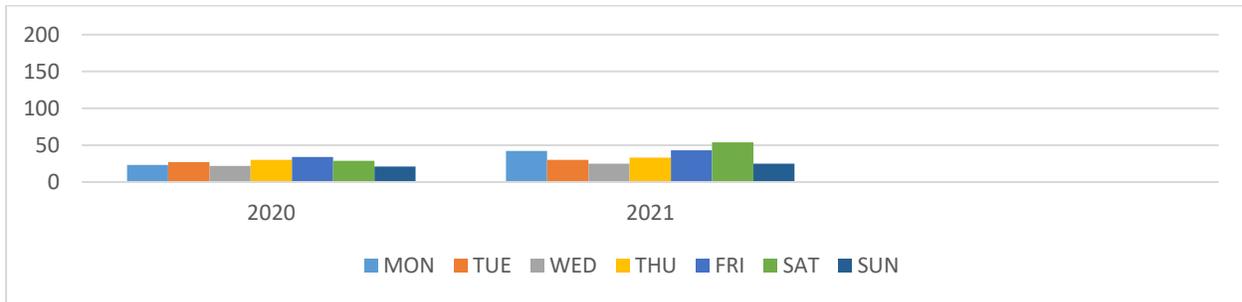


<b>2020</b>	<b>7</b>
<b>2021</b>	<b>23</b>
<b>DIFFERENCE FROM PRIOR YEAR</b>	<b>228.57%</b>



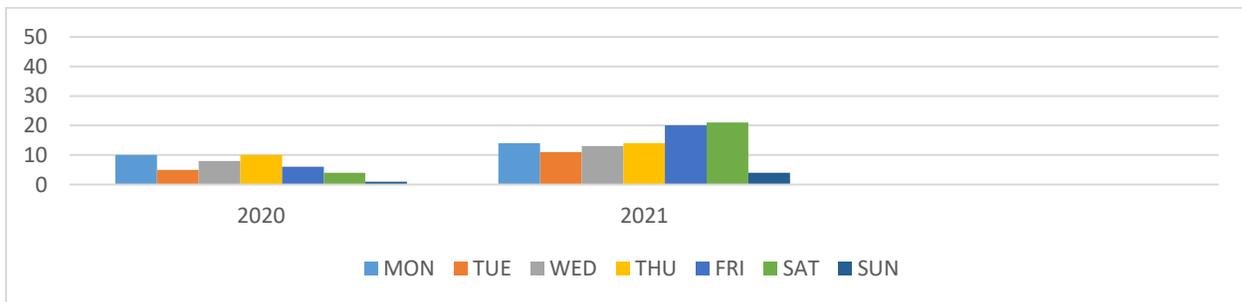
## MONTHLY REPORT APRIL 2021

### YEAR TO DATE CALLS BY DAY OF THE WEEK



	MON	TUE	WED	THUR	FRI	SAT	SUN
<b>2020</b>	23	27	22	30	34	29	21
<b>2021</b>	42	30	25	33	43	54	25
<b>DIFFERENCE FROM PRIOR YEAR</b>	<b>82.61%</b>	<b>11.11%</b>	<b>13.64%</b>	<b>10.00%</b>	<b>26.47%</b>	<b>86.21%</b>	<b>19.05%</b>

### APRIL CALLS BY DAY OF THE WEEK



	MON	TUE	WED	THUR	FRI	SAT	SUN
<b>2020</b>	10	5	8	10	6	4	1
<b>2021</b>	14	11	13	14	20	21	4
<b>DIFFERENCE FROM PRIOR YEAR</b>	<b>40.00%</b>	<b>120.00%</b>	<b>62.50%</b>	<b>40.00%</b>	<b>233.33%</b>	<b>425.00%</b>	<b>300.00%</b>



## MONTHLY REPORT APRIL 2021

### YEAR TO DATE CALLS BY DISTRICT

	DISTRICT 1	DISTRICT 2	OUT OF JURISDICTION
<b>2020</b>	99	77	10
<b>2021</b>	136	107	9
DIFFERENCE FROM PRIOR YEAR	<b>37.37%</b>	<b>38.96%</b>	<b>-10.00%</b>

### APRIL CALLS BY DISTRICT

	DISTRICT 1	DISTRICT 2	OUT OF JURISDICTION
<b>2020</b>	22	19	3
<b>2021</b>	60	32	5
DIFFERENCE FROM PRIOR YEAR	<b>172.73%</b>	<b>68.42%</b>	<b>66.67%</b>

### YEAR TO DATE CALLS BY SHIFT

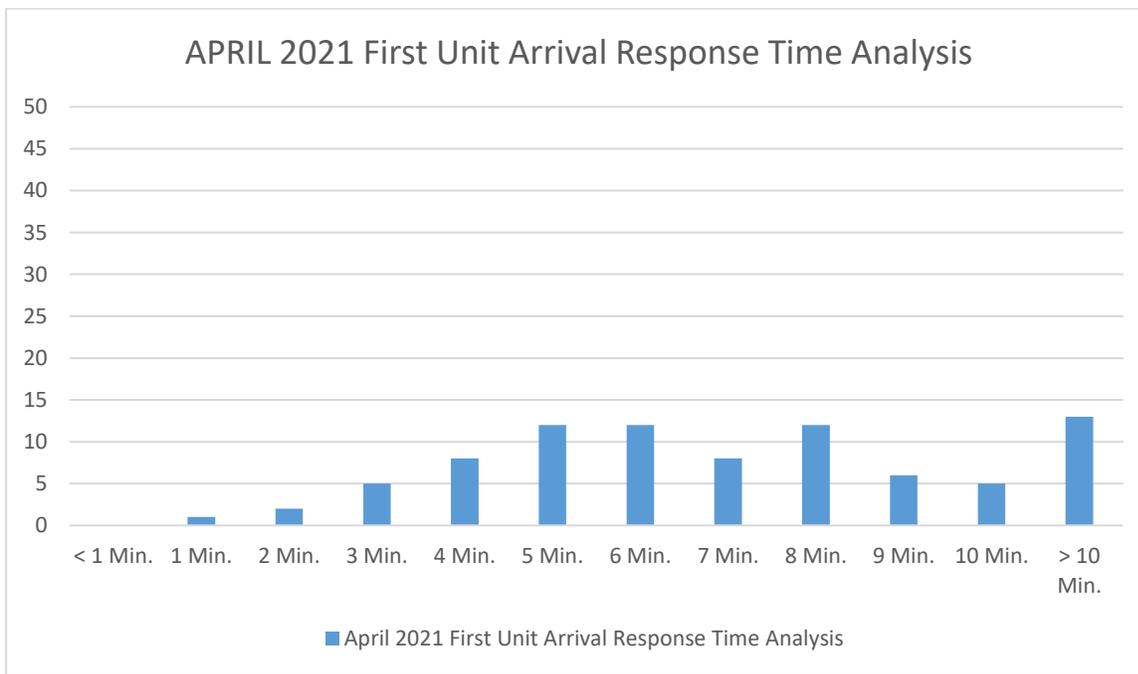
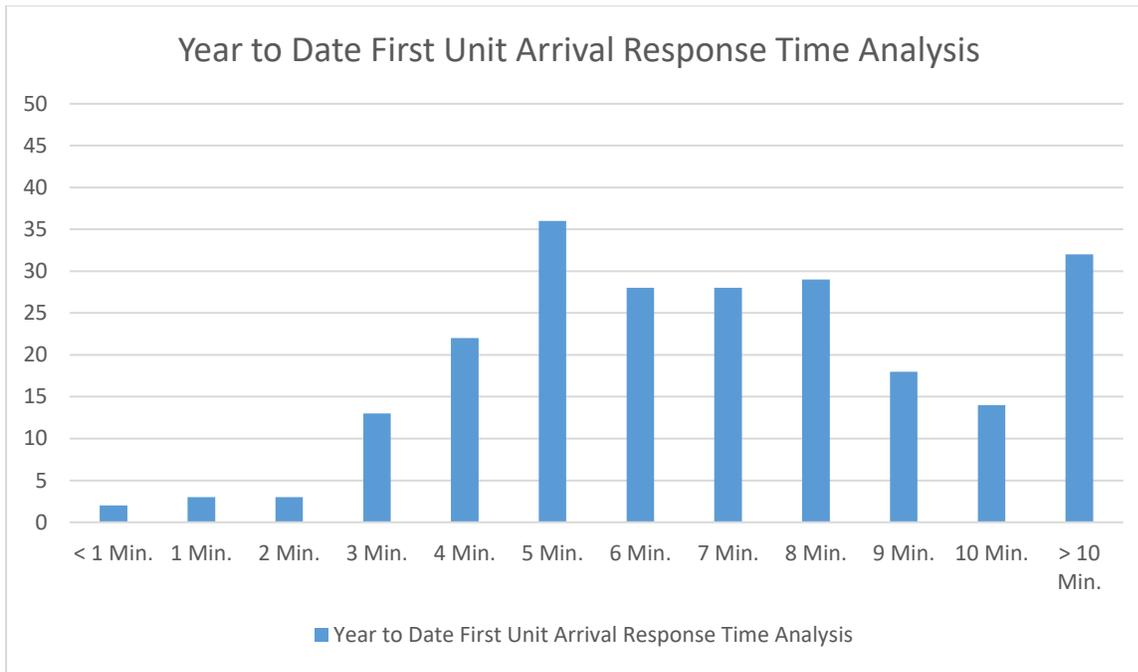
	A-SHIFT	B-SHIFT	C-SHIFT
<b>2020</b>	78	63	45
<b>2021</b>	87	80	85
DIFFERENCE FROM PRIOR YEAR	<b>11.54%</b>	<b>26.98%</b>	<b>88.89%</b>

### APRIL CALLS BY SHIFT

	A-SHIFT	B-SHIFT	C-SHIFT
<b>2020</b>	17	12	15
<b>2021</b>	32	30	35
DIFFERENCE FROM PRIOR YEAR	<b>88.24%</b>	<b>150.00%</b>	<b>133.33%</b>

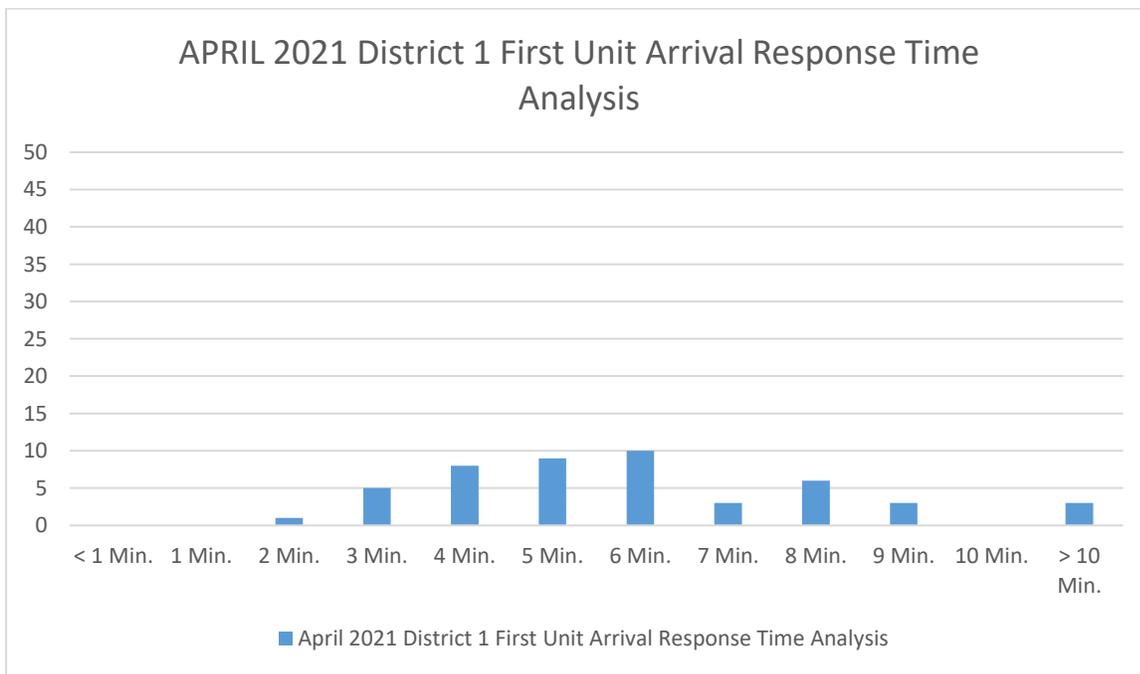
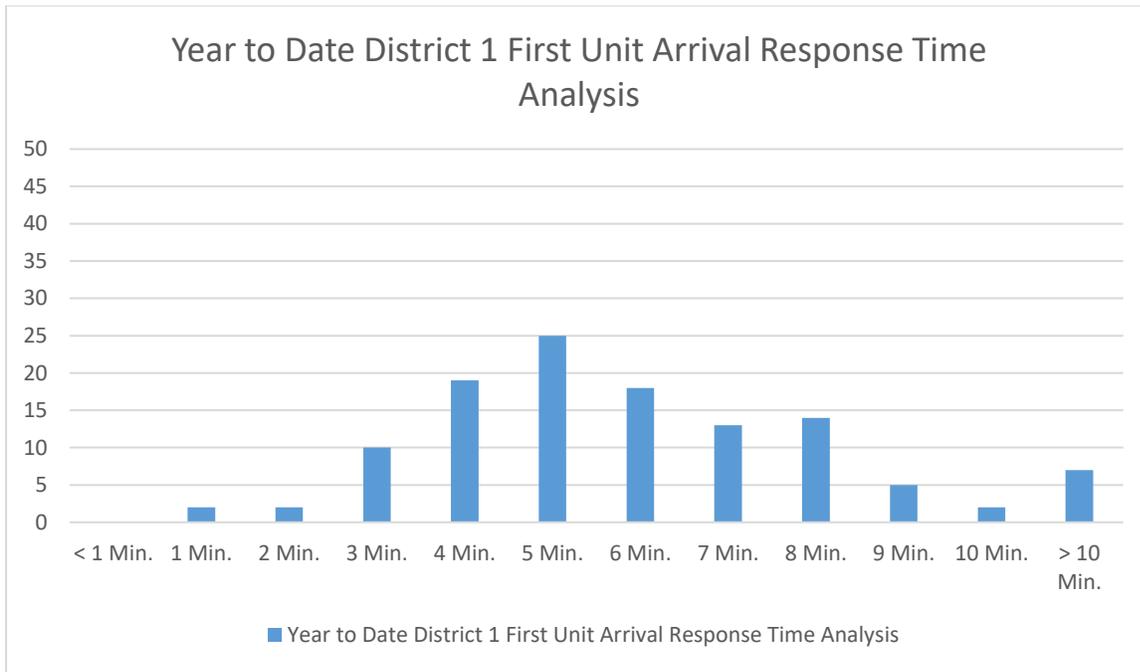


## MONTHLY REPORT APRIL 2021



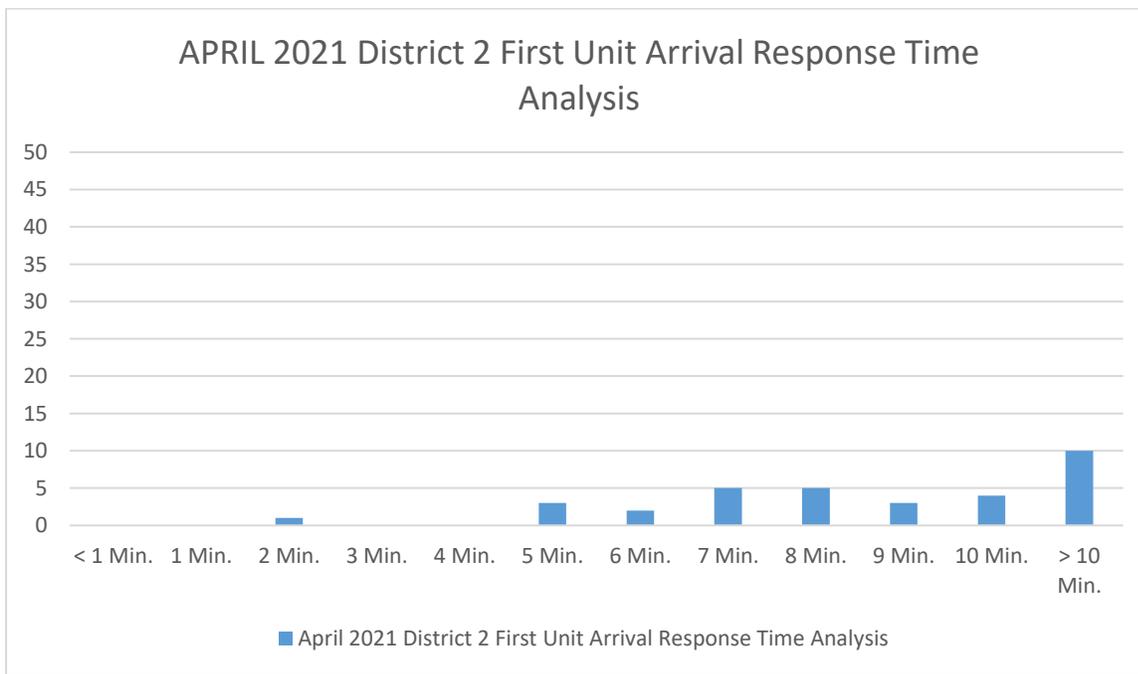
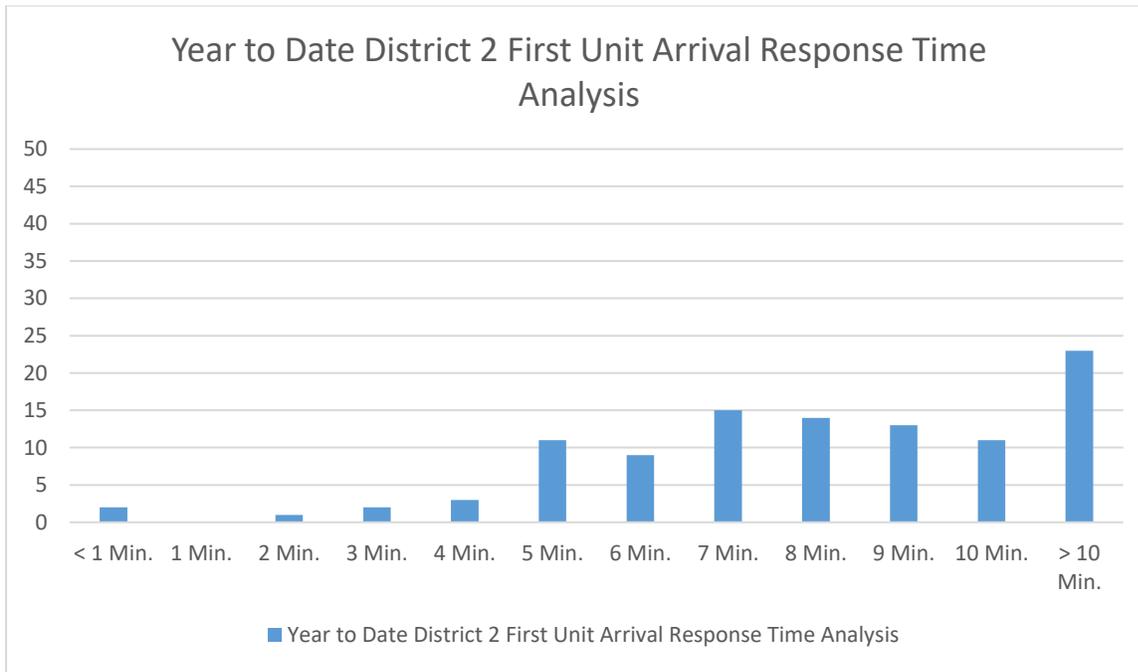


## MONTHLY REPORT APRIL 2021





## MONTHLY REPORT APRIL 2021





## MONTHLY REPORT APRIL 2021

### April 2021 All Calls



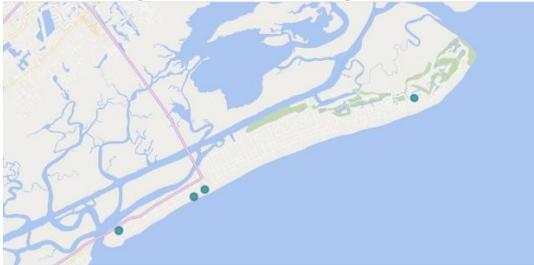
### April 2021 EMS Calls



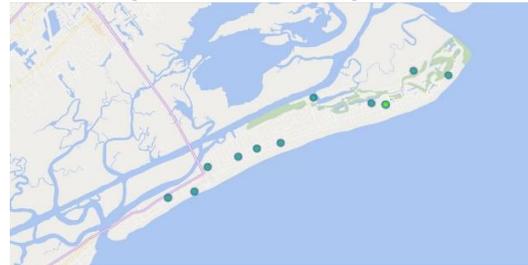


## MONTHLY REPORT APRIL 2021

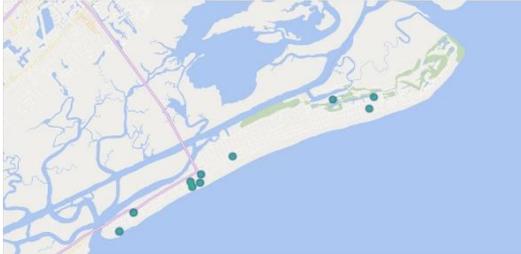
**April 2021 Sunday Calls**



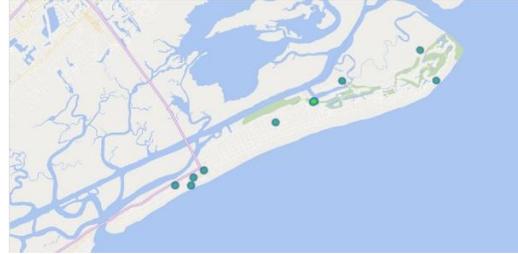
**April 2021 Monday Calls**



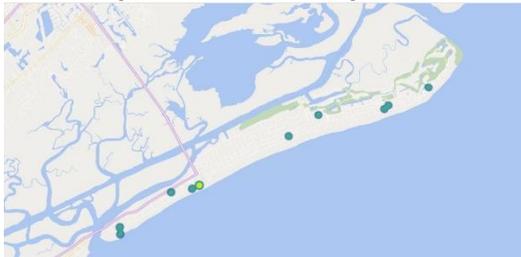
**April 2021 Tuesday Calls**



**April 2021 Wednesday Calls**



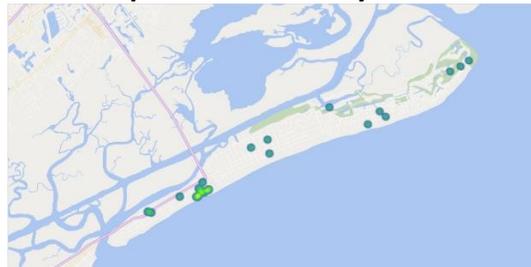
**April 2021 Thursday Calls**



**April 2021 Friday Calls**



**April 2021 Saturday Calls**





## MONTHLY REPORT APRIL 2021

### April 2021 Resident Calls



### April 2021 Non-Resident Calls



Office of the Sheriff



County of Charleston

Sheriff J. Al Cannon, Jr.

July 29, 2019

Chief Kevin Cornett  
Isle of Palms Police Department  
30 JC Long Blvd  
Isle of Palms SC 29451

Dear Chief Cornett:

Enclosed are two original Law Enforcement Mutual Aid Agreements between Isle of Palms Police Department and the Charleston County Sheriff's Office signed by Sheriff Cannon.

Please sign both copies, return one to CCSO and keep the other for your files.

Sincerely,

A handwritten signature in blue ink that reads "Susan P. Singleton".

Susan P Singleton  
Executive Secretary  
to the Sheriff

Enclosures

**Administrative Office**

3691 Leeds Avenue  
N. Charleston, SC 29405  
~ Sheriff ~  
Voice (843) 554-2230  
Fax (843) 554-2243

**Law Enforcement Division**

3691 Leeds Avenue  
N. Charleston, SC 29405  
~ Patrol ~  
Voice (843) 202-1700  
Fax (843) 554-2234

**Al Cannon Detention Center**

3841 Leeds Avenue  
N. Charleston, SC 29405  
Voice (843) 529-7300  
Fax (843) 529-7406

**Judicial Center**

100 Broad Street, Suite 381  
Charleston, SC 29401  
Voice (843) 958-2100  
Fax (843) 958-2128

## LAW ENFORCEMENT MUTUAL AID AGREEMENT

This agreement is made and entered into this 24 day of September, 2019 by and between the **CHARLESTON COUNTY SHERIFF'S OFFICE** and the **CITY OF ISLE OF PALMS, SOUTH CAROLINA**.

**WHEREAS**, the Law Enforcement Assistance and Support Act, S.C. Code Ann. §23-20-10, et seq., provides for agreements to be entered into on behalf of a law enforcement agency in this State for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines, including, but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Such agreements must not be permitted for the sole purpose of speed enforcement; and

**WHEREAS**, a mutual aid agreement entered into on behalf of a law enforcement authority must be approved by the appropriate governing body of each concerned county, incorporated municipality, or other political subdivision of this State, except that a County Sheriff, as an elected official whose office was created by the Constitution and general law of this State, is not required to seek approval from the Sheriff's governing body in order to participate in said mutual aid agreements; and

**WHEREAS**, the Charleston County Sheriff's Office and the City of Isle of Palms desire to enter into such an agreement for all proper purposes provided for in the Law Enforcement Assistance and Support Act; and

**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 disorder, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter typically 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 replying 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 S.C. Constitution and the statutory and common law of this State, officers acting pursuant to this agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other law enforcement activity for which the agreement is drawn. This agreement is in no way intended to affect any other multi-jurisdictional agreement(s) which may exist between the agencies. However, local ordinances adopted by a participating party shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

**2. 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 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.

**3. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE**

A request for assistance may be made by any agency head or on-duty supervisor as deemed prudent and necessary. Replying officers shall acknowledge their response to render aid as requested, and exert their best efforts to cooperate with and aid the requesting officer or agency. Replying officers shall report to the officer in charge of the requesting agency and shall be subject to the lawful orders and commands of that officer. Requests for aid and assistance pursuant to this agreement may be made by radio, telephone, fax, email, or in a written memorandum.

**4. EQUIPMENT, FACILITIES, AND COMMUNICATIONS**

Each party shall be responsible for the maintenance of its own equipment and shall supply necessary equipment for its law enforcement officers. The requesting agency will provide necessary facilities for law enforcement operations and will designate its location at the time assistance is requested unless otherwise agreed to by the Parties. Radio communications shall be on a mutually agreed channel, as may vary upon the specific operation or incident, and in accordance with established dispatch protocols.

**5. PERSONNEL, COSTS AND RECORDS**

Except as otherwise agreed between the parties in writing, each party shall maintain control over its personnel. Except as otherwise agreed between the parties in writing, 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.

**6. COMPENSATION**

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding or assisting officer. These officers' compensation and benefits shall continue to be paid by the agency where they are permanently employed.

**7. 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.

**8. EMPLOYMENT STATUS**

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

**9. 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.

**10. FREEDOM OF INFORMATION ACT**

Each party is responsible for compliance with the South Carolina Freedom of Information Act as may pertain to requests for records and materials in the respective law enforcement agency's control.

**11. SEVERABILITY**

Should any provision 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.

**12. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE**

This agreement may be amended or modified only by written agreement of both parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

**13. NO INDEMNIFICATION OR THIRD PARTY RIGHTS**

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 assigned 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 party or entity not a party to this agreement.

**14. TERMINATION**

This agreement may be terminated at any time upon thirty (30) days written notice to the other party to this agreement.

**15. 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 provided herein.

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

**CHARLESTON COUNTY  
SHERIFF'S OFFICE**

J. Al Cannon, Jr.  
Sheriff J. Al Cannon, Jr.

Date: 7/26/2019

**CITY OF ISLE OF PALMS**

K-2  
Kevin Cornett  
Chief of Police

Date: 12/12/2019

Approved:  
Desirée Fragoso  
Desirée Fragoso  
City Administrator

Date: 9/25/2019

\*Attach copy of Council resolution approving Agreement



## County of Charleston, South Carolina

Sheriff Kristin R. Graziano

Tuesday, April 20, 2021

Chief Kevin Cornet  
Isle of Palms Police Department  
Chief of Police  
30 J.C. Long Boulevard, Isle of Palms, SC 29451

RE: Charleston County Sheriff's Office MOU

Dear Chief Kevin Cornet,

Please find enclosed two executed copies of the Law Enforcement Assistance and Support Agreement for your review and signature. Please execute your signature on both where so indicated and return one original to this office. Please retain one original for your files. We have enclosed an envelope for your convenience.

Thank you,

A handwritten signature in black ink, reading "Shaundra Y. Scott". The signature is fluid and cursive, with a long horizontal line extending to the right.

Shaundra Y. Scott  
Charleston County Sheriff's Office  
General Counsel  
3691 Leeds Ave.  
North Charleston, SC 29405  
843-554-2231



## 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 Situation;
- 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 **Sheriff of Charleston County**, or his/her designee, or the **Isle of Palms Chief of Police**, or her/his 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 **Sheriff of Charleston County**, or his/her designee, or the **Isle of Palms Chief of Police**, or her/his 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 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 the 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 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

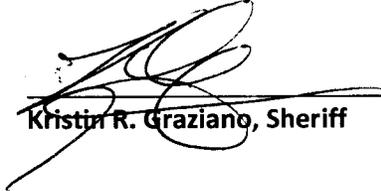
Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

#### 18. RADIO COMMUNICATIONS

Radio communications between the requesting law enforcement agency and the assisting law enforcement agency shall be maintained by use of the State regional radio channel system, unless a radio channel that is mutually shared by the parties hereto is otherwise available.

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

**CHARLESTON COUNTY SHERIFF'S OFFICE**

  
\_\_\_\_\_  
Kristin R. Graziano, Sheriff

  
\_\_\_\_\_  
Witness

**ISLE OF PALMS POLICE DEPARTMENT**

\_\_\_\_\_  
Kevin Cornet, Chief of Police

\_\_\_\_\_  
Witness