



*City of Charleston  
South Carolina  
Chief of Council Department*

## **PUBLIC SAFETY COMMITTEE MEETING**

**City Hall, Council Chamber  
80 Broad Street  
and  
Conference Call #: 1-929-205-6099  
Access Code: 92103951294**

**August 16 2022  
2 00 p m**

### **AGENDA**

1. Moment of Silence
2. Minutes  
June 16 2022
3. Fire Department- Re-institution of Board of Fire Masters
4. Fire Department- Discussion on personnel salary and retention issues
5. Police Department- Approval of a Mutual Aid MOU with the Charleston County Sheriff's Office and other local agencies to support multi-agency marine public safety units responding to Homeland Security issues
6. Police Department – Approval of a MOU renewal between the City of Charleston Police Department and the Federal Bureau of Investigation Lowcountry Violent Crimes Task Force for overtime reimbursement
7. Police Department- Discussion on personnel salary and retention issues
8. Police Department Discussion on street flooding closure procedures
9. Adjourn

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 723-1389 or email to [schumacher@charleston-sc.gov](mailto:schumacher@charleston-sc.gov) three business days prior to the meeting

STATE OF SOUTH CAROLINA }  
COUNTY OF CHARLESTON }

CHARLESTON METRO  
MARINE PATROL UNIT  
MUTUAL AID AGREEMENT

THIS AGREEMENT is entered into this 20<sup>th</sup> day of July 2022, by and between the Charleston County Sheriff's Office and the Charleston Police Department.

Whereas, Sections 23-20-10 through 23-20-60 of the code of Laws of South Carolina (1976), as amended June 3, 2016, authorizes counties, incorporated municipalities, or other political subdivisions of this state to enter into mutual aid agreements as may be necessary for 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 and safety and other emergency service situations. And,

Whereas, the parties hereto desire to enter into such an agreement to promote public safety for the purpose of securing to each other the benefits of mutual aid; and,

Whereas, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in law enforcement matters by the temporary assignment of law enforcement officers between jurisdictions to the fullest extent as is allowed by law; and,

Whereas it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law; and

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

Now, Therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**Statement of Specific Services To Be Provided:** To support multi-agency marine public safety units in responding to waterborne Homeland Security issues utilizing assigned marine patrol boat operators as well as specialized units including SWAT and Explosive Devices Team as well as other elements of patrolling the waterways, conducting search and rescue missions, waterside firefighting, side scan sonar missions, assisting in Underwater Recovery Team (URT) Dive Team missions, training exercises, assisting local, state and federal agencies by providing law enforcement aboard vessels being utilized in investigation, interdiction and apprehension of waterborne criminal violators, and assist in providing security zones for specialized events and designated areas.

**Management.** The Charleston County Sheriff's Office shall be the host and lead agency of the Charleston Metro Marine Unit. Pursuant to this Agreement, all personnel assigned to the Metro Marine Unit shall work under the command of the host and lead agency's Officer in Charge while working outside of their respective parent jurisdiction but still within the jurisdiction of Charleston County. The Officer-in-Charge will in turn be responsible for coordinating all tasking



orders directed by the U.S.C.G. (Homeland Security) with specific taskings from parent agencies as priority. While within the jurisdiction of their parent command an authorized representative of that agency who is assigned to the Metro Marine Unit will assume operational control of the event, with support (as available) from the other member agencies as needed; the public's Safety and Homeland Security being the priority from all participating agencies. Any other agency may participate upon agreement to the terms of this document.

The Charleston Police Department personnel temporarily transferred or assigned 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 geographical boundaries of their own jurisdiction; provided, however, Charleston Police Department personnel shall use their best efforts to complete the requested services prior to being released.

**Vesting of Authority and Jurisdiction.** To the fullest extent permitted by the Constitution and statutes of this state, officers assigned under this agreement shall be vested with all authority, jurisdiction, rights, immunities and privileges within the requesting jurisdiction for the purposes of investigation, arrest, or any other activity related to the purpose for which they were requested. Local ordinances adopted by a sending agency shall not be deemed extended into areas which are outside the territorial limits of the sending jurisdiction.

**Member Selection.** The undersigned agency agrees to provide appropriate assets and personnel to the Charleston Metro Marine Unit in the event of an emergency, for training purposes or other events/incidents deemed appropriate. It is, however, agreed and understood that the primary responsibility of the parties hereto is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the Charleston Police Department shall be the sole judge as to whether or not it can respond and assist.

**Training.** All individual members of the Charleston Metro Marine Unit will attend all training mandated by their respective agencies. In addition, all members of the assigned units will attend training pertaining to the duties they will perform during an actual response call. Upon agreement by the participating Agencies, individual members may also attend additional training offered by reciprocal departments. The individual agencies will maintain all training records and documentation pertaining to their involvement in the Charleston Metro Marine Unit.

The Charleston Metro Marine Unit will ensure members meet national qualification standards as established by the National Association of State Boating Law Administrators (NASBLA) through their Boat Operation and Training Program (BOAT) as well as any other certification deemed appropriate by the individual agency.

**Compensation and Reimbursement.** The temporary transfer or assignment of law enforcement officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension or retirement rights of such transferred or assigned officers, and such officers shall continue to be paid by the agency where they are permanently employed.



The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of increased investigation and prevention of narcotics and related offenses in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

**Costs and Expenses:** Except as otherwise provided herein, each party shall bear its own costs and expenses incurred in the performance of its obligations hereunder.

**Equipment and Facilities.** Each agency shall use equipment from their agencies in carrying out their duties of this Agreement. All Marine vessels will be operated solely by the assigned vessel operators of the Charleston County Sheriff's Office and the Charleston Police Department except as may be determined by the Officer in Charge in an event of an emergency or other exigent circumstance. All participating agencies will be responsible for supplying their own equipment and shall be responsible for maintenance and their own vessels fuel costs. All participating agencies shall bear the risk of damage or loss to its own equipment; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damaged party for its loss. All participating agencies will be responsible for scheduling replacement vessels within their respective fleet.

**Records to be Maintained.** All records of the activities of the Charleston Metro Marine Unit will be maintained by the individual agencies providing service. The individual agencies will maintain all training records and documentation pertaining to their involvement in the Charleston Metro Marine Unit. Each party shall make records relating to law enforcement activities conducted pursuant to this Agreement available to the other party upon request and without cost.

Each party shall be responsible for responding to Freedom of Information Act requests received by their agency in accordance with South Carolina Law. It is anticipated, but not required, that when responding to Freedom of Information Act requests the parties will consult with one another to ensure their responses to such requests are complete, consistent and in compliance with South Carolina Law.

**Insurance and Bond.** It is agreed and understood that the parties hereto shall be solely responsible for maintaining such insurance protection and workers compensation coverage on its employees as may be required by law or deemed advisable by the party. The bond if any, for any officers operating under this agreement, shall include coverage for their activity in the other jurisdiction covered by this agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of that county or municipality.

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



**Legal Contingencies.** Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, costs, damages or verdicts incurred by the other party in such a legal action.

**No Indemnification or Third-Party Rights.** The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such a right. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any person or entity not a party to this agreement,

**Other Agreements and Investigations.** This Agreement shall not repeal or supersede any existing agreements between the parties hereto nor does it restrict in any way the normal, cooperation between law enforcement agencies concerning ongoing criminal investigations. .

**Annual Review.** Parties to this Agreement agree to conduct an annual review of the operations of the Charleston Metro Marine Unit. Utilizing objective criteria, the member agencies shall conduct an evaluation of long-term success of the operations. The member agencies shall meet and confer to make recommendations and a plan for implementation of improvement to the Charleston Metro Marine Unit.

**Length, Modification and Termination.** This agreement will remain in effect for one year from the date of its ratification and will automatically renew annually thereafter, unless a party exercises its right to terminate as further described herein.

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

This agreement may be terminated by either party by providing written notice to the other party. Such notice becomes effective upon receipt of the notice by the other party.

#### **General Provisions**

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

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

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.

*(Remainder of page intentionally left blank)*



WITNESS OUR HANDS AND SEALS this \_\_\_\_\_ day of \_\_\_\_\_, 2022

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Kristin Graziano  
Sheriff, Charleston County

\_\_\_\_\_  
Witness

\_\_\_\_\_  
John Tecklenburg  
Mayor, City of Charleston

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Luther T. Reynolds DC Justin Thompson  
Chief, Charleston Police Department

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**FEDERAL BUREAU OF INVESTIGATION  
LOWCOUNTRY VIOLENT CRIMES TASK FORCE  
Cost Reimbursement Agreement**

**VCTF File No. 343G-CO-C2965049-MOU**

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized Lowcountry Violent Crimes Task Force (LCVCTF), as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and Charleston Police Department (CPD), located at 80 Broad Street, Charleston, SC 29401, Taxpayer Identification Number: 676000226, and Telephone Number: 843-743-7200, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI LCVCTF Memorandum of Understanding (MOU) signed by the Police Chief of CPD on July 25<sup>th</sup>, 2022, and shall be read and interpreted in conformity with all terms of that document.

2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse CPD for overtime payments made to officers assigned to and working full time on LCVCTF related matters.

3. Requests for reimbursement shall be made on a monthly basis utilizing the United States Department of the Treasury Invoice Processing Platform (IPP) software system and shall be submitted to the FBI Columbia Field Office immediately after the first of the month which follows the month for which reimbursement is requested. The reimbursement request shall be approved by the appropriate Supervisor (or their designee) at CPD prior to the invoice submission in IPP. The invoice submitted in IPP will automatically route to the FBI LCVCTF personnel for their review, approval, and processing for payment.

4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to CPD using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, CPD shall establish an account online in the System for Award Management (SAM) at [www.SAM.gov](http://www.SAM.gov). Verification of CPD banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI Columbia Financial Liaison Specialist.

5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify CPD of the applicable annual limits prior to October 1st of each year.

6. The number of CPD deputies assigned full-time to the LCVCTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the LCVCTF, this number may change periodically, upward or downward, as approved in advance by the FBI.

7. Prior to submission of any overtime reimbursement requests, CPD shall prepare an official document setting forth the identity of each officer assigned full-time to the LCVCTF, along with the

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regular and overtime hourly rates for each officer. Should any officers change during the fiscal year, a similar statement shall be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. If the rate changes during the fiscal year for a previously assigned officer, an updated letter shall be attached with the invoice submission in IPP that reflects the new rate. The updated letter shall be mailed to the Columbia Field Office LCVCTF personnel to maintain in FBI records.

8. Each request for reimbursement shall be submitted via IPP to the FBI. The request for reimbursement shall include an invoice number, invoice date, the name, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. An attachment signed and dated by an authorized Agency representative noting the dates and hours for each officer overtime reimbursement claimed shall be uploaded in IPP as supporting documentation for the invoice to confirm the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the LCVCTF.

9. Requests for reimbursement shall be submitted monthly and all requests shall be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2022, shall be received by the FBI monthly and not later than December 31, 2022. The FBI is not obligated to reimburse any requests received untimely and not in accordance herewith.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of CPD's participation on the LCVCTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the FBI. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

\_\_\_\_\_  
Susan Ferencic  
Special Agent in Charge  
Federal Bureau of Investigation

\_\_\_\_\_  
Amy Wharton  
Chief Financial Officer  
Charleston Police Department

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Financial Liaison Specialist  
Federal Bureau of Investigation

Date: \_\_\_\_\_

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