

City Hall
80 Broad Street
January 8, 2019
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Shahid
2. Approval of Minutes:
 - a.) December 4, 2018
 - b.) December 18, 2018
3. Bids and Purchases
4. Police Department: Approval to submit the FY18 Justice for Families grant application for a supervised visitation clinic, staffed personnel, and domestic violence training for court related victim advocates. This grant does not require a City match. The cap for funding with this grant is \$550,000 to be used over an award period of 36 months. The application for this grant is due January 8, 2019.
5. Mayor's Office for Children Youth and Families: Approval to apply for up to \$300,000 for two years to provide training to law enforcement and services on elder abuse, and to enhance victim service provided by local agencies. No City match is required.
6. Police Department: Approval of a Memorandum of Agreement between CPD and CCSD regarding SRO's for the 2018-2019 school year.
7. Public Service: Approval of Spring-Fishburne US 17 Phase 4 Fee Amendment #17 with Davis and Floyd in the amount of \$505,688 to include additional design elements moved from Division IV, project enhancements, design revisions due to as-built conditions and other ancillary items, value engineering, mitigation support, and program administration. Fee Amendment #17 will increase the Phase 4 portion of the overall Professional Services Contract by \$505,688 (from \$879,065 to \$1,384,753). The funding source for this work is the State Infrastructure Bank (SIB), the Drainage Fund, and the King Street Gateway TIF. *(DEFERRED)*
8. Public Service: Approval of Spring-Fishburne US 17 Phase 4 Fee Amendment #18 with Davis and Floyd in the amount of \$6,831,772 to provide construction engineering and inspection (CEI) services to support the construction of the Phase 4 pump station wet wall and outfall. Fee Amendment #18 will increase the Phase 4 portion of the overall

Professional Services Contract by \$6,831,772 (from \$1,384,753 to \$8,722,213). The funding source for this work is the State Infrastructure Bank (SIB), the Drainage Fund, and the King Street Gateway TIF. (*DEFERRED*)

9. Public Service: Approval of Spring-Fishburne US 17 Phase 4 Construction Contract with Conti Construction, Inc., in the amount of \$51,933,757 to construct the Pump Station, Wet Wall, and Outfall of the Spring-Fishburne Drainage Project. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved budget. The Construction Contract will obligate \$51,933,757 of the \$65,909,935.70 project budget. The funding sources for this work are the State Infrastructure Bank (SIB) (\$39,000,000), King Street Gateway TIF (\$8,500,000) and the Drainage Fund. (\$18,409,935.70). (*DEFERRED*)
- 10. The Committee on Real Estate: (Meeting was held on January 8, 2019 at 4:00 p.m., City Hall, 80 Broad Street, First Floor Conference Room)**
 - a. Request approval of the Second Amendment to Agreement to Buy and Sell Real Estate whereby amending the closing date to occur on or before January 31, 2019 and authorizing the Mayor to execute further 30-day extension amendments as needed. The property is owned by Edward K. Pritchard. (Nassau Street; TMS: 459-05-03-005)
 - b. Request approval for the Mayor to execute the Purchase and Sale Agreement whereby the City transfers a 539 square foot portion of City owned property located on Dills Bluff road to Galphin Lee Jackson III. The property is owned by the City of Charleston. (Dills Bluff Road; TMS: 428-00-00-003) [Ordinance]

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) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Tom O'Brien DEPT: Public Service

SUBJECT: JETSCAN HD VIDEO NOZZLE COMPLETE SYSTEM

REQUEST: Approval to purchase five (5) each JetScan HD Video Nozzle Complete Systems from Public Works Equipment and Supply, 3405 Westwood Industrial Dr., Monore, NC 28110. Sourcewell/NJPA Contract #022014.

COMMITTEE OF COUNCIL: Ways & Means DATE: January 8, 2019

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Public Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Thomas O'Brien</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Gary Cooper</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: 193010 ✓ Account #: 58015 *of*

Balance in Account \$104,002.35 Amount needed for this item \$77,323.84

Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature: *Matt J. [Signature]* CFO

FISCAL IMPACT: 2018 Budget

Mayor's Signature: *[Signature]*
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Recipient:

Luigi Cirifalco, QA Technician
City of Charleston, NJPA Member #83 ...
2150 Milford St
Charleston, SC 29405
USA
843-973-7293, fax: 843-965-4128
cirifalcol@charleston-sc.gov

Public Works Equipment & Supply Inc.

Reed Davis, Regional Sales Rep
Public Works Equipment And Supply, ...
4519 Old Charlotte Highway
Monroe, NC 28110
USA
803-459-6511
reed@pweasi.com, WWW.PWEASI.COM

Quote: 0000026944

Date: Dec 18, 2018

Submitted by: Public Works Equipment & Supply Inc.

Part No	Part	Qty	Unit Price
E-JET-SYS-8-CS		5	
<p>JetScan HD Video Nozzle (8-inch) Complete system with camera, 8-inch jetter sled, set of 6 nozzle plugs, camera case, battery charger, two 16 GB SD cards, two spare windows, two spare window o-rings, spare window screws, torx wrench, spare cap o-ring, Rain-X and Loctite.</p>			
E-JETSCAN-151		5	
<p>Roller Extensions Set of three bolt-on extensions that adapt JetScan for inspecting pipe larger than 15".</p>			
E-JETSCAN-PRESSUREKIT		5	
<p>Pressurization Kit</p>			
E-JETSCAN-IPAD		5	
<p>iPad Mini 16 GB, WiFi only with case and SD card adapter</p>			
SPCL		1	

PRICING IS IN ACCORDANCE WITH SOURCEWELL (FORMERLY KNOWN AS NJPA) CONTRACT 022014-EVS EFF 4/13/18

Recipient:

Luigi Cirifalco, QA Technician
City of Charleston, NJPA Member #83 ...
2150 Milford St
Charleston , SC 29405
USA
843-973-7293, fax: 843-965-4128
cirifalcol@charleston-sc.gov

Public Works Equipment & Supply I...

Reed Davis, Regional Sales Rep
Public Works Equipment And Supply, ...
4519 Old Charlotte Highway
Monroe, NC 28110
USA
803-459-6511
reed@pweasi.com, WWW.PWEASI.COM

Quote: 0000026944

Date: Dec 18, 2018

Submitted by: Public Works Equipment & Supply Inc.

Part No	Qty	Unit Price	Amount
SPCL	1		

TOTAL INCLUDES LOCAL DELIVERY AND TRAINING BUT DOES NOT REFLECT APPLICABLE TAXES AND INCOMING FREIGHT CHARGES.

SPCL	US \$-950.94	5	US \$-4,754.70
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ADDITIONAL DISCOUNT

Total: US \$70,939.29

Notes: This proposal may be withdrawn if not accepted within the period shown below. All equipment remains the property of the seller until sum stated above is paid in full. We propose to furnish labor and material, complete in accordance with above specifications, and subject to the conditions found on this agreement, for the sum stated above in accordance with the terms as specified.

Expiration Period: 30 days

Terms: Cash

FOB: Randolph, NJ

Currency: US \$

Respectfully Submitted,

Public Works Equipment & Supply Inc.

The above, prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized for the work specified. Payment will be made as specified.

Accepted by _____

_____ Date

COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds DEPT. Police
SUBJECT: POLICE DEPARTMENT – 2018 JUSTICE FOR FAMILIES GRANT WITH DEPARTMENT OF JUSTICE OFFICE ON VIOLENCE AGAINST WOMEN
REQUEST: To approve the submission of FY18 Justice for Families grant Application for a supervised visitation clinic, staffed personnel, and Domestic violence training for court-related victim advocates.

COMMITTEE OF COUNCIL: W&M DATE: January 9, 2019

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Luther Reynolds</u>	<input type="checkbox"/>
Grants Coordinator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Chelsea Taylor</u>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).
The application for this grant is due 01/08/2019.

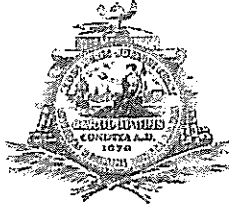
CFO's Signature: _____

FISCAL IMPACT:

This grant does not require a City match. The cap for funding with this grant is \$550,000 to be used over an award period of 36 months.

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



City of Charleston

South Carolina

JOHN J. TECKLENBURG

Mayor

LUTHER T. REYNOLDS

Chief of Police

POLICE DEPARTMENT MEMORANDUM

To: Jennifer Cook, Assistant Clerk of Council
From: Chief Luther Reynolds, Charleston Police Department *LTR 12-18 18*
Subject: Office on Violence Against Women – Justice for Families Grant
Date: 18 December 2018

The purpose of this memorandum is to summarize the Charleston Police Department's (CPD) grant application request under the Department of Justice, Office on Violence Against Women's Justice for Families Program for FY2019.

The goal of this project is provide access to safe and secure supervised visitation services in the City of Charleston. This grant would support the purchase of a lease agreement to house the visitation clinic and personnel expenses for a victim advocate to be present during visitations. The grant budget also contains funds for a child-friendly, inclusive design of the clinic as well as training for victim advocates. Finally, this grant is focused on providing supervised visitation services in domestic violence cases to reduce the risks to child(ren) and adult victims and to mitigate the effects of such violence on all members of the family.

The award period for this grant is 36 months, and local governments may apply for up to \$550,000 for the entire 36 months. No cash match is required, and the expected award date is October 1, 2019. Should you have any questions regarding this application, please email Chelsea Taylor, Grants Coordinator at <taylorch@charleston-sc.gov>.

Sincerely,



COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor

FROM: Mindy Sturm DEPT. MOCYF

SUBJECT: MAYORS OFFICE FOR CHILDREN YOUTH & FAMILIES, U.S. DEPARTMENT OF JUSTICE, OFFICE ON VIOLENCE AGAINST WOMEN

REQUEST: To apply for up to \$300,000 for 2 years to provide training to law enforcement and services on elder abuse, and to enhance victim service provided by local agencies.

COMMITTEE OF COUNCIL: W&M DATE: January 8, 2018

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
<u>Director-MOCYF</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Mindy Sturm</u>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature: Matt [Signature], Deputy CFO

FISCAL IMPACT:
No match required.

Mayor's Signature: [Signature]
John J. Tecklenburg, Mayor

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City of Charleston
South Carolina
Mayor's Office for Children Youth and Families

MEMORANDUM

To: City of Charleston Council Members
From: Mindy Sturm, Director- MOCYF
Date: December 20, 2018
RE: Grant Application
FY2019 Enhanced Training and Services to End Abuse in Later Life Program

The City of Charleston Mayor's Office on Aging, in partnership with the Charleston Police Department, Prosecutor's Office, and My Sister's House, is pursuing funding from the U.S. Department of Justice Office of Violence Against Women for Enhanced Training and Services to End Abuse in Later Life.

This is a two-year grant, and the maximum award is \$300,000, to continue programming established under the City's FY2016 Enhancing Training and Service to End Abuse in Later Life grant award. There is no match required- cash or in-kind, and it is non-renewable. Grant funds allow for sustaining the Project Coordinator for the two-year grant period, and there is no retention requirement following the completion of the grant term.

Funding will continue training for law enforcement, prosecutors, judges, victim service providers, and non-profit entities serving victims of crime over the age of 50 to ultimately increase the number of cases of elder abuse that are identified and prosecuted. Funding also provides for enhanced outreach and services to be administered by local partner agencies. The application is due January 8, 2019, and applicants will be notified by October 1, 2019.

We will provide Council with a completed application once it has been finalized, and if awarded, the grant award would be submitted to City Council for approval. If you have any questions or comments, please contact me at 843-965-4190, or sturmm@charleston-sc.gov.

Thank you.

CC: Mayor Tecklenburg
Rick Jerue

COMMITTEE / COUNCIL AGENDA

6.)

TO: John J. Tecklenburg, Mayor
FROM: Luther Reynolds DEPT. Police Department
SUBJECT: MEMORANDUM OF AGREEMENT BETWEEN CPD AND CCSD RE: SRO'S
REQUEST: APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN CPD AND CCSD REGARDING SRO'S FOR 2018-2019 SCHOOL YEAR

COMMITTEE OF COUNCIL: _____ DATE: January 8, 2018

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Luther Reynolds</u>	<input checked="" type="checkbox"/>
Corporation Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

Mayor's Signature: [Signature]
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

**SCHOOL RESOURCE OFFICER PROGRAM: 2018-2019 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department**

School campuses are learning environments where public education students are prepared for success in college, careers, and citizenship. School resource officers are necessary to provide law enforcement and police services to assist in fostering a safe learning environment.

To that end, this Memorandum of Agreement is made and entered into by and between the Charleston County School District (CCSD) and the City of Charleston Police Department (CPD) for the 2018-2019 school year.

SECTION 1: RIGHTS AND DUTIES OF THE CHIEF OF POLICE

The Chief of Police shall provide School Resource Officers (hereinafter referred to as "SRO") as follows for the 2018-2019 school year. The services of the SROs will commence on the first teacher workday of the school year and will continue through the last school day for students.

A. Number and Funding of School Resource Officers

The Chief of Police shall assign regularly employed police officer(s) to each of the following schools:

School Name	# of SROs Assigned by CPD	# of SROs Funded by CCSD	# of SROs Funded by CPD
Burke High School	1	1	0
C.E. Williams Middle School	1	1	0
Haut Gap Middle School	1	1	0
Camp Road Middle School	1	0	1
Simmons Pinckney Middle School	1	0	1
St. John's High School	1	1	0
West Ashley High School	2	2	0
West Ashley Middle School	1	0	1

The Charleston County School District shall fund six (6) officers at the rate of \$36,601 per officer.

The Chief of Police shall assign a police supervisor to oversee the police officers assigned above and to perform scheduled and non-scheduled visits to the schools.

SROs shall act in accordance with the policies and procedures of the Charleston Police Department to enforce state laws and municipal ordinances.

The Chief of Police or designee shall ensure the CCSD Office of Security and Emergency Management (OS&EM) possesses an up-to-date roster of SROs assigned to CCSD and the school in which they are primarily assigned. Any changes to SRO staffing should be reported to CCSD OS&EM as soon as practical.

SCHOOL RESOURCE OFFICER PROGRAM: 2018-2019 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

The Chief of Police or designee shall provide a monthly report of calls for service and criminal incidents occurring within these schools to the Superintendent of Schools or designee. The report shall include trend data with a narrative explanation. The report should also contain a listing of school-related arrests or detentions that occurred during the month that includes the individual's name, age, gender, race, charge(s), and school in which the charge originated.

The SRO assigned to the above schools will be permitted to travel to off-campus based school programs in the City of Charleston at the request of the Principal or the Assistant Principal and with the consent of the Chief of Police or designee.

At the discretion of the Chief of Police and the Superintendent of Schools, a SRO may be temporarily assigned to an elementary school within the City of Charleston in cases of emergency or unusual circumstances in order to ensure the continued physical and psychological well-being of students. A record shall be kept by CCSD of the dates of such temporary assignments and the circumstances warranting it.

B. Regular Duty Hours of School Resource Officers

Each school listed in this agreement shall have an SRO assigned on a full-time basis during the regular school year. The SRO will be assigned to the school eight (8) hours per school day; however, a SRO may be called upon to leave the assigned school when he/she is needed at another school to handle a call for service or other criminal incident. The supervisor may temporarily reassign any SRO during school holidays and vacations during the school year or during a period of a public safety emergency. Availability of a SRO during the summer months is at the discretion of the Chief of Police or designee and shall be the subject of a separate agreement.

C. Duties of the School Resource Officer

SROs are expected to adhere to the guidelines set forth in the Charleston Police Department's SRO Field Guide. A copy of this document will be provided to CCSD.

As sworn law enforcement officials, SROs have a major role in campus security. SROs shall not only be called to respond to criminal incidents, but also to assist in emergency crisis planning, building security, and training school personnel on handling crisis situations. It is important for school administrators to establish and maintain close partnerships with SROs as they are valuable resources for providing a safe school environment.

The SRO shall act in the capacity of a law enforcement officer and advisor.

SROs should be positive role models and may be used to promote the profession of law enforcement as a career choice for students. School administrators shall support positive interactions between SROs and students on school campuses.

SCHOOL RESOURCE OFFICER PROGRAM: 2018-2019 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

The SRO shall act as an instructor for specialized short-term programs when approved to do so by the Principal or member of the faculty. The SRO will encourage individual and small group discussions with students based upon materials covered in class to further establish rapport with the students. The SRO shall develop expertise in presenting various law-related subjects to students. The SRO will submit the subject and the number of classes taught on the monthly activity report.

The SRO shall coordinate all of his/her activities and programs with the Principal and relevant staff members and will seek advice and guidance prior to implementation. The SRO shall, whenever possible, participate in school functions as they relate to the duties of the SRO. The SRO will keep the Principal informed of his/her Police Department obligations.

When requested by the Principal, the SRO shall attend parent and faculty meetings to solicit support and understanding of the SRO program.

The SRO shall make him/herself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.

The SRO shall become familiar with all community agencies that offer assistance to youth and their families, such as mentoring agencies, mental health clinics, and drug assistance centers. The SRO shall serve as a resource to students, parents, faculty, and staff, and should make referrals to these agencies when necessary.

The SRO shall assist the Principal in developing plans and strategies to prevent or minimize dangerous situations.

Should it become necessary to conduct a formal police interview with students and/or faculty members, the SRO shall inform the Principal and/or designee and adhere to applicable law enforcement policies and legal requirements.

The SRO shall take law enforcement actions to the extent that the SRO may do so under the authority of law against intruders and unwanted guests who appear at the school and related school functions. As soon as practical, the SRO shall make the Principal aware of such action.

The SRO shall give assistance to other law enforcement officers in matters regarding his/her school assignment whenever necessary.

The SRO shall maintain detailed and accurate records of the School Resource Officer program on a monthly basis. These records should be compiled by the SRO supervisor and submitted to the Superintendent of Schools or designee.

The SRO shall not act as a school disciplinarian. The administration of school discipline is solely the responsibility of the appropriate school faculty and staff. SROs are not to

SCHOOL RESOURCE OFFICER PROGRAM: 2018-2019 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

be used for regularly assigned lunchroom duties, as hall monitors, or for other monitoring duties; however, SROs should provide guidance and/or assistance to the school administration when presented with a specific problem or concern.

If an incident is a violation of the law, the Principal will contact the SRO and/or the SRO supervisor immediately. The SRO will determine whether or not law enforcement action is appropriate.

In cases of contested expulsions, the SRO will provide case information or testimony to the Superintendent of Schools or designee. The SRO will also provide testimony at an expulsion hearing after being requested by the Superintendent of Schools or designee, unless such testimony could hinder a criminal investigation or prosecution.

D. Co-Curricular Activities and School Functions

Upon request from the Principal, and with the approval of the Chief of Police or designee, a SRO may accompany a school to events outside of the City of Charleston and within the State of South Carolina for the purposes of providing law enforcement services as authorized by S.C. Code § 5-7-12. Under no circumstances may the SRO in his/her official capacity accompany a school to events outside the State of South Carolina.

When the SRO works outside of the normal weekly school hours, which includes, but is not limited to, providing services for the events described in the above listed paragraph, the payment for the SRO shall be based on an hourly rate at time and a half as determined by Charleston Police Department policy in effect at the time of this agreement. Payment for these services shall be made directly to the City of Charleston. All overtime shall be approved in advance and in writing by the School District's Director of Security and Emergency Management. (NOTE: This paragraph does not apply to off-duty services provided to the School District by individual officers.)

SECTION 2: RIGHTS AND DUTIES OF THE SCHOOL DISTRICT

The School District shall provide each SRO with the facilities deemed necessary in the performance of the SRO's duties.

A. Materials and Facilities Provided by the School District

The School District will provide the SRO with access to an air-conditioned and properly lit private office. This office shall contain a telephone and school computer, which will be used for general business purposes. Only the SRO will have access to this office.

The School District will provide the SRO with a location for files and records that can be locked and secured within the office.

The School District will provide a desk with drawers, an office chair, and a filing cabinet.

SCHOOL RESOURCE OFFICER PROGRAM: 2018-2019 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

In limited circumstances where the space available in a school building does not allow for the SRO to receive a private office, a mutually agreeable alternative will be sought.

SECTION 3: PROGRAM GOALS AND EVALUATION

The Charleston County School District requests the assistance of the Charleston Police Department in keeping its schools safe and orderly.

A. Program Goals

The Charleston Police Department, in conjunction with the Charleston County School District, shall develop program goals and objectives for the School Resource Officer program. These program goals shall be in line with the Charleston County School District's strategic plan related to a safe school climate.

The SRO shall be an active law enforcement official on campus, a law-related instructor, and an advisor and resource for faculty, staff, students, and parents.

The SRO shall be active in conferences, counseling, and community referrals.

B. Program Evaluation

Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.

The Charleston Police Department shall evaluate the effectiveness of the School Resource Officer program and report the SROs' activity to the Charleston County School District on a monthly basis.

SECTION 4: SELECTION, TRAINING, AND EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER

The Charleston Police Department shall be responsible for the recruitment and employment of School Resource Officers. The Charleston Police Department and the Charleston County School District Office of Security and Emergency Management shall be responsible for interviewing and evaluating SROs and SRO candidates; recommendations may be made to the Chief of Police for the selection of SROs. The SRO shall serve within schools at the pleasure of the Chief of Police and Superintendent of Schools.

The Charleston Police Department and Charleston County School District recognize the need to have highly trained and qualified individuals serving as SROs. The law enforcement agency shall ensure that each SRO has the skills and training needed to be successful in a school environment. Each SRO should complete School Resource Officer training through the South Carolina Criminal Justice Academy or National Association of School Resource Officers as soon

**SCHOOL RESOURCE OFFICER PROGRAM: 2018-2019 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
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City of Charleston Police Department**

as practical. Additionally, SROs assigned to CCSD at the beginning of the school year shall attend the three-day training hosted by CCSD in the month of August.

If a SRO is unable to attend the August training due to public safety commitments, or if a SRO begins their service with CCSD after the class has been held, key information presented during the training related to district emergency management procedures, special education laws, de-escalation techniques, and other covered topics will be made available to the SRO and reviewed by him/her as soon as practical. Certification that the information has been reviewed shall be submitted to the CCSD Office of Security and Emergency Management.

SECTION 5: REASSIGNMENT, RESIGNATION, OR DISMISSAL OF SCHOOL RESOURCE OFFICERS

It is in the best interest of the Charleston Police Department and Charleston County School District that highly qualified and skilled police officers serve as School Resource Officers.

A. Principal's Request for the Removal of an SRO

In the event the Principal of the school to which an SRO is assigned feels that the SRO is not effectively performing his/her duties, the Principal shall state these reasons in writing to the School District's Director of Security and Emergency Management. Within a reasonable time after receiving the written recommendation from the Principal, the Director of Security and Emergency Management or designee shall advise the Chief of Police or designee of the Principal's concerns.

If the Chief of Police desires, the Superintendent and the Chief of Police, or their designees, shall meet with the SRO and the Principal in an attempt to mediate and resolve any concerns.

If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved, or in the event mediation is not sought by the Chief of Police, the SRO shall be reassigned from the program at the school, and a replacement shall be obtained.

B. SRO's Adherence to Department Rules

The Chief of Police may dismiss or reassign a SRO based upon the department's rules, regulations, and/or general orders, and when in the best interest of the citizens of Charleston County and the City of Charleston.

C. Assignment of a Replacement SRO

In the event of the resignation, dismissal, or reassignment of a SRO, or in the case of absences by a SRO, the Chief of Police shall provide a temporary replacement for the

SCHOOL RESOURCE OFFICER PROGRAM: 2018-2019 SCHOOL YEAR
MEMORANDUM OF AGREEMENT
Between the Charleston County School District and the
City of Charleston Police Department

SRO within five (5) business days. A permanent replacement will be assigned within 30 school days of receiving notice of such absence, dismissal, or resignation.

SECTION 6: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The School Resource Officers of the Charleston Police Department shall act as the law enforcement unit for the Charleston County School District with regard to the information sharing provisions of the Federal Educational Rights and Privacy Act (FERPA). Records produced by the SRO for the purpose of law enforcement are exempt from the provisions of FERPA.

The school may furnish educational records to the SRO under appropriate circumstances; however, those records and personally identifiable information contained therein do not lose their status as educational records and remain subject to FERPA, including the disclosure provisions, while in the possession of the law enforcement unit. This should not be interpreted to be a blanket exception.

SECTION 7: REQUEST FOR CANINE SEARCHES

A Principal can request canine search assistance from the Charleston Police Department with the approval of his/her supervisor (i.e., Executive Director or Associate Superintendent) and the CCSD Office of Security and Emergency Management. School district and police department policies and procedures must be followed during any canine searches.

SECTION 8: GOOD FAITH AND MODIFICATION

The Charleston County School District, the Charleston Police Department, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees. The terms of this agreement are subject to change at the end of each school year. Any recommended changes or modifications to the agreement shall be submitted in writing.

This document constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreements meant to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

Acting on behalf of the Charleston County School District and the Charleston Police Department, this agreement is signed and sealed by:

**SCHOOL RESOURCE OFFICER PROGRAM: 2018-2019 SCHOOL YEAR
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**FOR THE CHARLESTON COUNTY
SCHOOL DISTRICT:**

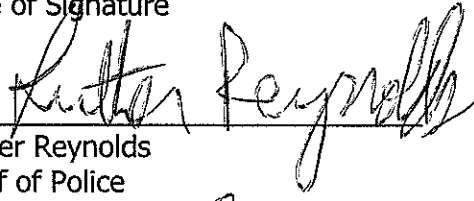
Gerrita Postlewait
Superintendent of Schools

Date of Signature

FOR THE CITY OF CHARLESTON:

John Tecklenburg
Mayor

Date of Signature



Luther Reynolds
Chief of Police

12-11-18

Date of Signature