



*City of Charleston
South Carolina*

Clerk of Council Department

PUBLIC SAFETY COMMITTEE MEETING

Conference Call #: 1-929-205-6099

Access Code: 92103951294

February 7, 2022

2:00 p.m.

AMENDED **AGENDA**

1. Moment of Silence
2. Minutes
 - December 20, 2021
3. Discussion regarding Noise Ordinance (Action may or may not be taken)
4. Approval of contract renewal in the amount of \$18,069 between the City of Charleston and Low Country Youth Services for a youth mentorship program to help CPD build relationships with youth and community to prevent crime and promote public safety
5. Approval of an MOU between CPD and U.S. Department of Veterans Affairs, Ralph H. Johnson VA Health Care System Police Services for purposes of coordinating law enforcement response to incidents and situations occurring at the Ralph H. Johnson VA Health Care System
6. Report by U.S. Homeland Security Investigations (HSI) on their efforts to combat human trafficking in the Lowcountry through a strategy that implements a victim-centered approach leveraging enhanced partnerships across state, local and non-government organizations.
7. **Update from Municipal Court**
8. Adjournment

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.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

**AGREEMENT BETWEEN THE CITY OF CHARLESTON
AND LOWCOUNTRY YOUTH SERVICES**

THIS AGREEMENT is entered into this _____ day of _____, 2022 between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Lowcountry Youth Services (hereinafter referred to as the "Contractor").

WHEREAS, Provider is an organization charged with introducing youth to positive mentors and building relationships to model positive behaviors/ attitudes within the community and with law enforcement; and,

WHEREAS, the City through the Charleston Police Department (CPD) provides law enforcement services to the citizens of Charleston; and,

WHEREAS, the Parties have a common goal of bridging the gap between the community and law enforcement, youth mentorship, preventing crime, and promoting public safety for our citizens and visitors to our City; and,

WHEREAS, the Parties believe that entering within this agreement will help build relationships with the youth and community in an effort to prevent crime and promote public safety for our citizens and visitors to our City.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish any required goods and/or services in accordance with the Lowcountry Youth Services Community Pods Proposal attached and incorporated herein as Exhibit A.

1. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services as set forth in Exhibit A. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

2. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement and is competent and able to provide professional and high quality services to the City in accordance with this agreement.

3. The Contractor shall bill only for work as outlined in Exhibit A. No additional work shall be performed unless agreed upon in writing. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

4. Provider and the City will review progress made towards Outputs and Measurements of Success as outlined in Exhibit A on a quarterly basis.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

The total amount of compensation shall not exceed that which is outlined in Exhibit A provided that the total amount of compensation may be less than the total budget dependent on the number of youth participating in the program.

Provider shall invoice City on a quarterly basis. City shall pay invoices within 30 days after receipt.

Contractor must submit an original invoice for each payment request to the City of Charleston Police Department in care of Cassandra Payton, 180 Lockwood Blvd., Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of

subsequent rejection by the City at no cost to the City.

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's a list of names of any of the intended Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to

indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS Contractor shall maintain general liability insurance coverage in the amount of \$600,000.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate this Agreement when it is in the best interests of the City, including but not limited to the non-appropriation of funds. If the Agreement is so terminated, the City shall provide the Contractor with sixty (60) days written notice. No costs shall be allowed for a termination of convenience. No damages shall be allowed for a termination of convenience.

For Default: If the Contractor fails to comply with the terms of the Agreement, (specifically the quality of the product and the just in time delivery requirements), the City shall notify the Contractor in writing with the specifics regarding such noncompliance. The City then reserves the right to terminate this Agreement by written notice to the Contractor within sixty (60) days. Contractor shall not be entitled to any costs or damages resulting from a termination for default.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

City of Charleston:

City of Charleston
John J. Tecklenburg
Mayor
PO Box 304
Charleston, SC 29402

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston Police Department
180 Lockwood Blvd.
Charleston, SC 29401

Lowcountry Youth Services:

Rezsau V. Lewis
Executive Director
P.O. Box 62216
North Charleston, SC 29419

§12. MODIFICATIONS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City shall not be bound by any change in this Agreement unless approved in writing by the City.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all subcontractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§ 18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form 1-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9.0%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

The Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of the Contractor's failure to pay any tax of any type due in connection with this Agreement.


IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

John J. Tecklenburg, Mayor


Chito Walker, Deputy Chief of Police

Date


Date

WITNESS FOR CONTRACTOR:

Rezsau V. Lewis, Executive Director

Date



Lowcountry Youth Services
Community Pods Proposal (Adjusted)

This proposal is the intellectual property of Lowcountry Youth Services and cannot be used in whole or in part by any other entity without the expressed written approval of ReZsaun Lewis or Lowcountry Youth Services.

Partners:

- Lowcountry Youth Services
- City of Charleston PD
- Lowcountry Black Parents Association
- SC Mentors Technical Assistance
- R3 Mentoring
- 100 Black Men of Charleston

Inputs:

- LYS Staff
- Volunteers
- Police Officers
- Meeting Location
- Curriculum
- Youth from Individual Communities (30)

Outputs:

- Kids are connected to positive atmosphere (mentors, peers, community)
- Improved relationship between kids, community & Police
- Kids are more aware of positive ways to impact community.

Measurements of Success

- Youth are attending consistently
- Reduction in negative police interaction with attendees of pods
- Increased positive feelings from members about their potential for future success

• • •

Activities:

2 Monthly Interactions

- 1 – Pod Meeting
 - Designed for facilitating training and conversations centered on subjects specific to the youth and focused in three key areas (topics are a few of many we could use)
 - Building Positive Relationships
 - Anti-Bullying
 - Identifying positive relationships
 - Coping with traumatic situations
 - The Me I Want to Be
 - Self-Love/Appreciation
 - Overcoming Obstacles
 - Drug Awareness/Use Prevention
 - Making Wise Choices
 - College and Career Readiness
 - Study Skills
 - Identifying and pursuing your dream career
 - Communicating with teachers and school personnel
- 1 – Service Opportunity or Fun Outing (We will have a schedule which alternates between the two activities)
 - Service Opportunities
 - These are opportunities to get the attendees together to complete a volunteer activity in their community. These opportunities will allow them to see themselves as members of the community and change the way the community sees them.
 - Types of activities
 - Neighborhood clean ups
 - Helping an elderly neighbor with landscaping or housing needs
 - Re-stocking a food pantry
 - Clothing drives
 - Fun Outings (carrot on the stick)
 - These are activities that allow young people to just let their hair hang out and have some fun.
 - Types of activities
 - Sports Days
 - Attending games/concerts/theater plays
 - Cookouts
 - Game Trucks
 - Board Game Days
 - Offsite trips
 - • •

Total Budget Considerations \$24,092

Item	Calculation	Cost
Staff <ul style="list-style-type: none"> • Executive Director • Program Director • Meeting Facilitator 	Hourly Salary x # of hours (Each interaction requires 6 hours of staff hours) 24 Interactions yearly = 144 hours/staff member	\$12,392
Materials	\$150/attendee (Expected Capacity = 30 members/pod)	\$4500
Food/Snacks	\$5/member/interaction 24 Interactions yearly 30 members/pod	\$3600
Fun Outings/Experiences	\$20/member/outing 6 Outings yearly	\$3600
Total Cost		\$24,092/pod
Costs Covered by LENS	1st Quarter	\$6,023
Remaining Costs	Remaining 3 quarters of service	\$18,069

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, RALPH H. JOHNSON
VA HEALTH CARE SYSTEM
AND
CITY OF CHARLESTON POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Veterans Affairs (VA) Ralph H. Johnson VA Health Care System (RHJ VAHCS) and the City of Charleston Police Department, hereinafter referred to as "parties."

1. PURPOSE. To establish general working relationships between the RHJ VAHCS Police Service and City of Charleston Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at RHJ VAHCS located at 109 Bee Street, Charleston, SC 29401.

2. REFERENCES.

- a) VA Directive 0730, *Security and Law Enforcement*, 12 December 2012
- b) VA Handbook 0730, *Security and Law Enforcement*, 11 August 2000

3. GENERAL.

a. RHJ VAHCS hospital, also known as Charleston VA Medical Center, is located in the City of Charleston, SC. RHJ VAHCS provides primary, specialty, and extended care to Veterans throughout Charleston. The mission of the RHJ VAHCS is to provide timely, efficient, ethical, safe, compassionate, and quality health care to Veteran patients.

b. The City of Charleston Police has concurrent jurisdiction with the Federal Government over RHJ VAHCS hospital's properties. This jurisdiction grants local police agencies the authority to jointly enforce Federal and state laws with VA Police on RHJ VAHCS properties.

4. RESPONSIBILITIES.

a. RHJ VAHCS Police Service will:

(1) Maintain law and order and enforce Federal and state laws and VA regulations at the RHJ VAHCS, including the hospital building and designated parking lots, for the protection of property owned or occupied by the VA and persons on the property.

(2) Provide primary initial response to any and all incidents or emergency situations at the RHJ VAHCS.

b. City of Charleston Police Department will:

(1) Respond to RHJ VAHCS Police Service's requests for assistance. Such assistance may include, but not limited to, the following situations:

(A) Armed hostage taking situations that would require an armed response to assist VA Police in containing the situation until appropriate Federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.

(B) Crimes involving armed robberies of funds, drugs or properties where the individuals committing the crimes leave VA police jurisdiction.

(C) Vehicle accident investigations, which may result in non-injuries, injuries, or death involving the VA Police patrol vehicles.

(D) Any major incident that would require additional Officers for traffic control to allow emergency vehicles a clear access to the facility.

(2) Provide additional Officers when needed to assist with the physical arrest of a violent/disorderly person(s) who poses a serious threat to VA patients, visitors, medical staff or themselves.

(3) Provide assistance in the transportation of prisoner(s) who have been arrested at the RHJ VAHCS hospital on occasions when there are only two VA police officers on duty.

(4) Authorize access to and use of Charleston Police Department central dispatch and patrol units in the field for VA Police. The parties agree that the access and use of such information is solely limited to official law enforcement purposes and that the process of reprogramming VA radios would be at no cost to the City of Charleston.

(5) Should any VA Police Officer be involved in a shooting, the FBI will be notified immediately. If the FBI declines investigation, or if the FBI response is delayed, City of Charleston Police Department may provide investigative assistance to RHJ VAHCS Police. This assistance may range from establishing, preserving, and controlling the crime scene, to performing as the lead investigative agency.

(6) COMPACT ACT Section 205 Police Crisis Intervention Training for VA Police requires that each VA medical center police service develop a plan to enter into partnerships with local mental health organizations and experts, Veteran community organizations, as well as local police departments to share training resources on Crisis

Intervention Teams (CIT). This assistance may range from collaborated training and sharing law enforcement to coordinated intervention tactics when there is an extreme crisis involving a veteran(s).

5. ACCEPTANCE & RATIFICATION


a. The provisions of this MOU are effective upon signature and date as indicated below and will be reviewed every 3 years, or as required.

b. This agreement may be unilaterally suspended or cancelled by either side upon giving at least 180 days written notice to the other party.

c. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents an agreement for general support between the parties. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity.

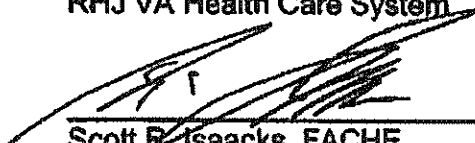
d. Other areas of mutual interest may arise where services and support from one party of this MOU is required by the other party of this MOU. This MOU is not meant to limit those instances nor prohibit cooperation outside the above listed situations set forth and agreed upon.

FOR DEPARTMENT OF VETERANS AFFAIRS RALPH H. JOHNSON VA HEALTH CARE SYSTEM



Gary L. Hunter
Chief of Police, U.S. Dept. Veterans Affairs
RHJ VA Health Care System

1/21/2022
Date




Scott B. Isaacks, FACHE
Director, RHJ VA Health Care System

1/29/22
Date

FOR CITY OF CHARLESTON

John J. Tecklenburg
Mayor, City of Charleston

Date



Luther T. Reynolds
Chief of Police, City of Charleston

1/28/2022
Date