

**AMENDED**

June 9, 2020

4:30 p.m.

**Conference Call:**

**1-929-205-6099**

**Access Code: 300611887**

**COMMITTEE ON WAYS AND MEANS**

1. Invocation – Councilmember Gregorie
2. Approval of Minutes:  
May 12, 2020
3. Bids and Purchases
4. Office of Cultural Affairs: Approval to accept an Emergency Relief Grant of \$3,126 from the SC Arts Commission, funded by the CARES Act, to offset lost revenues during the months March through June 2020. This is an after-the-fact approval as notification was received after the agenda meeting for May 26, and acceptance is due June 2, 2020. No City match required.
5. Budget Finance and Revenue Collections: Approval for the submission of a grant application to the EDA in the amount of \$850,000 to set up a Revolving Loan fund to be administered by Charleston LDC. These funds will be loaned to Small Businesses. This application is due June 11, 2020. No City match required.
6. **Police Department: After-the-fact approval to submit and approval to accept the 2020 Coronavirus Emergency Supplemental Funding Program for \$91,997 to be used for logistics supplies and equipment. The grant was already submitted due to time constraints. There is no match required for this grant.**
7. **The Committee on Real Estate (Meeting was held on Monday, June 8, 2020 at 3:00 p.m., Conference Call: 1-929-205-6099; Access Code: 835 678 884)**
  - a. Approval of Valet Parking Services Agreement with owner of Lodge Alley Inn for inclusion in City's automated valet parking system at Cumberland/Concord Parking Garage – for term of 5 years with automatic annual renewals subject to City's 90-day notice not to renew. (1 Cumberland Street; TMS: 458-09-02-068)
  - b. Approval of the Memorandum of Understanding whereby the term of the City's leased space located in the MUSC Children's Hospital for police forensics is extended to May 31, 2021. (171 Ashley Avenue: TMS: 460-15-01-043). The property is owned by The Medical University Hospital Authority (MUHA).

- c. Approval to authorize the Mayor to execute, on behalf of the City, the Development Agreement for the development of 2321 Birdie Garrett Street by the Charleston Redevelopment Corporation (CRC). The CRC will contract 1 single family house for sale to an individual or family earning up to 80% of the Area Median Income and will be subject to the Land Trust affordability covenants of 99 years. The Transfer Agreement conveying the property to the organization was approved by Council, November 12, 2019. (2321 Birdie Garrett Street; TMS: 464-01-00-109)
- d. Approval to modify the Original Transfer Agreement with the Charleston Redevelopment Corporation re: 2321 Birdie Garrett Street to, among other things, (i) allow the City to waive redevelopment contingencies if the City so wishes, and (ii) allow the Developer to transfer and convey the Project to a land trust entity which is (or will be) organized under the laws of the State of South Carolina as a nonprofit corporation, and which entity shall be solely owned and controlled by Developer. The Original Transfer Agreement conveying the property to the organization was approved by Council on November 12, 2019. (2321 Birdie Garrett Street; TMS: 464-01-00-109)
- e. Update on purchase of property located on River Road and Maybank Highway (the Village at Fenwick PUD – Johns Island).
- f. Consider the following annexations:
  - (i) 416 Riverland Drive (TMS# 343-10-00-002) 0.26 acre, James Island (District 11). The property is owned by W. Coleman and Christina M. Lawrimore.
  - (ii) 450 Riverland Drive (TMS# 343-10-00-019) 0.5 acre, James Island (District 11). The property is owned by Whitney and Alexander Pasquini.
  - (iii) 334 Folly Road (TMS# 424-05-00-030) 0.40 acre, James Island (District 11). The property is owned by John Clair and Ellen S. Clair.

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](mailto:schumacherj@charleston-sc.gov) three business days prior to the meeting.

### COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Beth Brownlee DEPT. Parks Dept./Capital Projects

SUBJECT: PURCHASE OF AIR COMPRESSOR FOR FIRE STATION 11 (UNDER CONSTRUCTION)

REQUEST: Approval to purchase and install an air compressor for FS11 under construction from Safe Air Systems, 210 Labrador Dr, Randleman, NC 27317. NPP.GOV #M-5720855

COMMITTEE OF COUNCIL: Ways & Means DATE: June 9, 2020

**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>Parks Department</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
<u>Procurement Director</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 051426 Account #: 58005

Balance in Account ✓ Amount needed for this item \$58,376.57

*of \$120k*

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

**NEED:** Identify any critical time constraint(s).

CFO's Signature: [Signature]

**FISCAL IMPACT:** Funding for this project are: 2018 IP/L Bond (\$7,787,524), Proceeds From Sale of Real Estate (\$1,155,607.64), Hospitality (\$370,000), + 2019 CFD Operating Budget (\$24,500).

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.



a Subsidiary of Breathing Air Systems



210 Labrador Dr.  
Randleman, NC 27317

### Quote

Order Number: 0082825  
Order Date: 5/19/2020  
Customer Number: 07-0614740

**Sold To:**  
CHARLESTON FIRE DEPT  
1451 KING STREET EXT  
North Charleston, SC 29405

**Ship To:**  
CHARLESTON FIRE DEPT ST 11  
1835 SAVANNAH HIGHWAY  
CFD LOGISTICS GREG CHESHER  
NORTH CHARLESTON, SC 29405

Confirm To: GREG CHESHER BATTAL

PO#:

Terms: Net 30

Salesperson: Ricky Lee

Quantity	Item Code	
3	50-BA020-3E	BREATHING AIR 20'
1	50-BA030-3E	BREATHING AIR HOSE 30'
1	59X0502-QC	FILL ADAPTOR W/ 6K QUICK COUP
1	/AIRTEST-N11989/SLP	AIR TEST SINGLE GRADE 1989, SL
	AIR TEST SINGLE GRADE 1989, SLP LAB	
16	/TRAVEL LABOR	TRAVEL LABOR
8	/FIELD LABOR	FIELD LABOR SAS

THIS QUOTE IS TO PERFORM INSTALLATION OF BAUER EQUIPMENT PURCHASED BY THE CITY OF CHARLESTON (SC) FD AT STATION 11.

**EQUIPMENT PROVIDED IN THIS QUOTE ARE:**

- (3) 20' HIGH PRESSURE HOSES
- FILL ADAPTOR WITH 6000 PSI QUICK CONNECT
- (1) 30' HIGH PRESSURE HOSE (REMOTE REFILL HOSE).
- ONE TIME AIR TEST THAT MEETS NFPA REQUIREMENTS

DUE TO THE WEIGHT OF THE ASME CYLINDERS, TWO TECHNICIANS ARE REQUIRED FOR INSTALLATION.

\*\*\*\*\* CUSTOMER TO SUPPLY SUITABLE ELECTRICAL CONNECTION FOR THIS UNIT TO INCLUDE WALL MOUNT DISCONNECT AND PIGTAIL, WITH 90 DEGREE ELBOW. (PIGTAIL CONSISTS OF 10 FT OF FLEX CONDUIT AND 15 FT OF WIRE). SAFE AIR WILL MAKE FINAL CONNECTION TO THE UNIT.



a Subsidiary of Breathing Air Systems

info@safearsystems.com | sales@breathingair.com



QUOTE #: 0092825

Page 2 of 2

Net Order:	4,128.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	<u>113.76</u>
Order Total:	4,241.76

Sales Department

Note: Payment by Credit Card will incur a convenience fee totaling 3.0% of the transaction amount on all transactions exceeding \$1,500.00

Order Acceptance

Sign: \_\_\_\_\_

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

Title: \_\_\_\_\_

PO#: \_\_\_\_\_



a Subsidiary of Breathing Air Systems

THE NATION'S LARGEST DISTRIBUTOR OF **BAUER** COMPRESSORS



210 Labrador Dr.  
Randleman, NC 27317

### Quote

Order Number: 0082824  
Order Date: 5/19/2020  
Customer Number: 07-0614740

**Sold To:**  
CHARLESTON FIRE DEPT  
1451 KING STREET EXT  
North Charleston, SC 29405

**Ship To:**  
CHARLESTON FIRE DEPT ST 11  
1835 SAVANNAH HIGHWAY  
CFD LOGISTICS GREG CHESHER  
NORTH CHARLESTON, SC 29405

Confirm To: GREG CHESHER BATTAL

PO#:

Terms: Net 30

Salesperson: Ricky Lee

Quantity	Item Code	
1	VEC13-E1	BAUER LIST \$26,572.00: NPP.GOV BAUER LIST \$26,572.00: NPP.GOV PRICE \$23,915.00  Compressor system - 13 cfm. 10HP E-1230 Bauer Vertecon Air System 6000 psi., 13 cfm. Charging rate with pressure switch for automatic start & stop control. Locally mounted interstage pressure gauges. P2S 67,000 cu ft purification system with SECURUS electronic cartridge monitor. Pressure lubricated with low oil protection. Automatic condensate drain system and on/off with E-Stop Button. Entire electrical assembly is UL LISTED. Single phase electric.
1	SECURUS	BAUER LIST \$947.00: NPP.GOV PR BAUER LIST \$947.00: NPP.GOV PRICE \$852.00  ELECTRONIC MOISTURE MONITORING FOR THE PURIFICATION SYSTEM.
1	MNR-29/CAL	BAUER LIST \$4,162.00: NPP.GOV BAUER LIST \$4,162.00: NPP.GOV PRICE \$3,746.00  Monitor - electronic carbon monoxide with calibration kit.



1 CFS5.5-2SX4X4 BAUER LIST \$13,878.00: NPP.GOV

BAUER LIST \$13,878.00: NPP.GOV PRICE \$12,490.00

Fill Station - Bauer - Class 2. Independently tested containment fill station meets NFPA 1901. Fills two SCBA cylinders and has four cascade controls with valves and gauges. Features cylinder scuff guard - fill control panel with adjustable regulator - SCBA fill connection - top mounted cascade control panel with regulated remote outlet - Two fill hoses with bleed valves and safety door interlock. 5500 psi fill pressure.

1 FLUSH BAUER LIST \$480.00: NPP.GOV PR

BAUER LIST \$480.00: NPP.GOV PRICE \$432.00

NO TILT FLUSH MNT PANEL

1 ASME6K-2 BAUER LIST \$7,434.00: NPP.GOV

BAUER LIST \$7,434.00: NPP.GOV PRICE \$6,691.00

Storage 6000 PSI ASME 2 Cylinder.

1 RACK37 BAUER LIST \$710.00: NPP.GOV PR

BAUER LIST \$710.00: NPP.GOV PRICE \$639.00

Rack, holds two cylinders.

1 /FREIGHT FREIGHT



5 YEAR BAUER COMPRESSOR BLOCK WARRANTY AND 2 YEAR WARRANTY ON REST OF THE UNIT.

\*\*\*\*\* NPP.GOV CONTRACT PRICING \*\*\*\*\*

THIS QUOTE IS FOR A BAUER OPEN VERTECON 13 WITH THE FOLLOWING FEATURES: 13 CFM, 8000 PSI 10 HP SINGLE PHASE MOTOR, AUTO CONDENSATE DRAIN, INTERSTAGE GAUGES, ELECTRIC MOISTURE MONITOR AND CO MONITOR..

TWO POSITION CONTAINMENT FILL STATION WITH 4 BANK AIR CONTROL. DUAL FUNCTION WITH PANEL MOUNTED REGULATED REMOTE FILL OUTLET WITH 30 FT OF HOSE AND 6000 PSI FILL ADAPTOR, FILL STATION IS NFPA COMPLIANR AND RATED TO FILL 5500 PSI SCBA CYLINDERS.

(2) 6000 PSI ASME CYLINDERS WITH FITTINGS ARE MOUNTED IN VERTICAL STORAGE RACK.

\*\*\*\*\*

DELIVERY AND INSTALLATION PRICING COVERED IN QUOTE 82825

\*\*\*\*\* CUSTOMER TO SUPPLY SUITABLE ELECTRICAL CONNECTION FOR THIS UNIT TO INCLUDE WALL MOUNT DISCONNECT AND PIGTAL, WITH 90 DEGREE ELBOW. (PIGTAIL CONSISTS OF 10 FT OF FLEX CONDUIT AND 15 FT OF WIRE). SAFE AIR WILL MAKE FINAL CONNECTION TO THE UNIT.

Net Order:	49,865.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	4,469.85
<b>Order Total:</b>	<b>54,134.85</b>

\_\_\_\_\_  
Sales Department

Note: Payment by Credit Card will incur a convenience fee totaling 3.0% of the transaction amount on all transactions exceeding \$1,500.00.

Order Acceptance

Sign: \_\_\_\_\_

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

Title: \_\_\_\_\_

PO#: \_\_\_\_\_

### COMMITTEE / COUNCIL AGENDA

**TO:** John J. Tecklenburg, Mayor

**FROM:** Jason Kronsberg/Edmund Most DEPT. Capital Projects

**SUBJECT:** SHELVING SYSEM AND LOCKERS FOR CPD FORENSICS SERVICES BUILDING

**REQUEST:** Approval to purchase a shelving system and staff lockers for CPD Forensics Services Building from Patterson Pope, 10321 S. Medallion Dr., Cincinnati, OH 45241. SC Contract #4400022609

**COMMITTEE OF COUNCIL:** Ways & Means **DATE:** June 9, 2020

**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"/>
Parks/Capital Projects	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Edmund Most</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Jason Kronsberg</i>	<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 051448 Account #: 52725

Balance in Account ✓ Amount needed for this item \$64,877.61

*on 5/29/20*

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

**NEED:** Identify any critical time constraint(s).

CFO's Signature: *Mattie* *Deputy CFO for Army Whelan, CFO*

**FISCAL IMPACT:** Project Funded by 2015 IPR Bond (\$7,592,196.00) + 2017 IPR Bond (\$5,000,000.00).

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

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# Proposal

Quote #: Q-31105-1  
 Drawing Ver: 315469 7A (SC State Contract / Combined Options)  
 Date: 5/29/2020  
 Expires On: 7/30/2020

## Patterson Pope

Remit To:  
 10321 S. Madallion Dr.  
 Cincinnati, OH 45241  
 Phone: (704) 523-4400  
 Fax: (704) 523-4499

Install To  
 City of Charleston -Forensics Lab  
 1975 Bees Ferry Rd  
 Charleston, 29414

Bill To

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kristin Ormand	kormand@pattersonpoppe.com		Net 10

Group Name	Description	Net Total
EVIDENCE ROOM & DRUG Vault	<p>Spacesaver Mobile MA System w/ 4-Post Shelving &amp; Static Wide Span in Evidence Storage 105. See attached drawings.</p> <p>SC STATE MATERIALS: Spacesaver Mechanical Assist High Density Mobile System per SC State Contract pricing: This mobile was designed for the stored Evidence: The System has (3) Mobile Carriages: An In-Aisle Safety Feature -the mechanical safety sweep will protect users within the aisle. The sweep/kick plate is located at the bottom of the carriage and marked with red and white safety tape-when pressure from a foot, step stool or box engages the sweep it will stop the carriage movement. Included is rail, floor, high pressure laminate end panels.</p> <p>The Yellow shelving This elevation is designed for Archive boxes, 378 Archive boxes standard size 18"d x 11.5"w x 10.25"h</p> <p>The Beige Elevation: This elevation is designed for large objects that may be stored temporarily at the Forensics department- this allows for a space for ease of retrieval and accommodation for size.</p> <p>The Green Elevation: In the Drug Vault</p> <p>This elevation is designed for manila envelopes and provides 480 LFI</p>	\$17,401.61
FILE ROOM	<p>Spacesaver Static 4-Post Shelving &amp; Relocated 4-Post Shelving in Files 112. See attached drawings.</p> <p>SC State Contract items for the File Room: New and existing shelving to be installed in this area to accommodate archive boxes, fingerprint drawers, binders and other record retention materials. a total of 720 LFI for binders (green) and 4,320 LFI for archive boxes and fingerprint drawers.</p>	\$4,026.36
AV AREA	On Contract Materials Spacesaver Static 4-Post Shelving in Photo Studio 113. See attached drawings. also included off-contract materials to fulfill scope of work these include Steel Fixtures Flat Files, Rousseau Custom Cart & Quantum Wire Carts.	\$10,506.13
Staff Lockers	Spacesaver Freestyle Lockers in Corridor. See attached drawings. (14) Spacesaver Freestyle Lockers 24"w x 24"d x 72"h with external drawer, shelf and hooks. Field dimensions to be verified. (no sloped top)	\$10,662.80
Freight & Handling (SC State Contract)	Ship to Smith Dray in N. Charleston, SC. Per terms of the SC State Contract.	INCLUDED
Off Contract Item Freight, Delivery and Professional Installation	Off Contract materials freight and handling, design services, and professional installation of all above items and rooms. This includes the diamond deck black mat floor covering for the Evidence mobile system. Products will be shipped to our warehouse, repackaged and delivered to the jobsite. Patterson Pope installation is quoted for regular business hours and includes the break down and dismantling of existing shelving at the temporary locations for the file room.	\$18,446.99

**Patterson Pope Terms and Conditions** The following terms and conditions shall apply to any Deliverables (defined herein) provided by Patterson Pope, Inc. ("Company") to Client.

1. **Acceptance and Agreement:** The provisions on the pricing page, the purchase order and these Terms and Conditions (collectively, the "Agreement") constitute the entire agreement between Company and Client and supersede all other communications between the parties, whether written or oral, regarding the products and services described in this Agreement ("Deliverables"). The terms of this Agreement are expressly limited to those provided herein, and no purported modification, addition, or waiver of the provisions hereof shall be binding on Company for any purposes unless contained in writing, signed by an authorized representative of Company. The provisions hereof shall be deemed to have been accepted by Client's acceptance of all or any part of the Deliverables. All orders or any changes to such orders shall be subject to acceptance by Company. Change orders requested after receipt of Client purchase order may also incur additional charges. If, for any reason, Client cancels the order, any cancellation, restocking and handling charges will be invoiced. Future purchase orders (or similar engagement documents) and associated pricing pages may reference these Terms and Conditions, and by such reference, these Terms and Conditions shall be incorporated therein.
2. **Payment and Pricing:** Pricing quoted on the pricing page supersedes all previously quoted prices and is good for 60 days from the date of this Agreement. The pricing page may or may not include applicable sales or other taxes required by law; such taxes will be billed to Client and are Client's sole responsibility. This system has been custom designed and will be specially manufactured for your unique requirements. A non-refundable down payment of 40% is due upon order, 30% is due at the time of shipment and 30% is due at the time of completion. Client shall have no authority to assert any offsets or discounts against any payment due, except as expressly agreed to by Company in the pricing page or other signed writing. Client represents and warrants to Company that it is solvent at the time this Agreement is made. Client hereby grants a security interest in the product Deliverables to secure payment to Company and consents to Company filing a financing statement to perfect such security.
3. **Space Requirements:** This system has been specially designed to meet Client's specific requirements; as such, most of the equipment is manufactured on a "per job" basis. Client shall allow Company's representative(s) reasonable access to Client's facilities to confirm whether the space where the Deliverables will be installed matches Client's representations. In the event that the space cannot be field verified before the Deliverables must be ordered and the actual space does not match what had been previously represented, Client is responsible for any delays and additional costs incurred to reconfigure the Deliverables to fit actual space (i.e. extra material, labor, and freight). Notwithstanding any field verification by Company, it is Client's responsibility to be certain the space is suitable for the installation of this equipment (i.e. adequate fire protection and floor load capacity).
4. **Acceptance:** Client shall accept the Deliverables which conform to the requirements of specifications under this Agreement. All claims for errors, shortages, or damage ("Non-conformance") must be made in writing to the respective Account Representative within ten (10) days of Client's receipt of any Deliverables, and Company shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the Deliverables before acceptance or fails to promptly notify Company of any Non-conformance then the Deliverables shall be considered accepted by the Client.
5. **Freight and Shipping:** Freight and shipping terms are detailed on the pricing page. In the event that Client or one of its agents refuses delivery for whatever reason on or after the estimated delivery date, Client will be responsible for the payments in accordance to Section 2 and the pricing page in addition to any supplemental storage charges incurred by Company as a result of the delay *unless* the delay is caused by Company, one of its manufacturers, freight carriers, subcontractors, and/or any other agent acting on Company's behalf.
6. **Limited Warranty:** Company warrants its installation services under the Agreement shall be performed with reasonable care in a diligent and competent manner. Company's sole obligation under this warranty shall be to correct any Non-conformance, provided that Client gives Company written notice within ten (10) days after installation is completed. Company does not warrant and is not responsible for any product Deliverables or third party services. Client agrees to look to the third party manufacturer or vendor (and not Company) with respect to all claims regarding such third party products or services as its sole and exclusive remedy. *This section is Company's only warranty concerning the product and service Deliverables, and is made expressly in lieu of, and to disclaim, all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise.*
7. **Limitation of Remedy and Liability:** *The maximum liability of Company and Company's principals, directors, officers, agents, employees, personnel, affiliates and their partners shall be the fees Company actually receives under the Agreement for the portion of work giving rise to the liability. In no event shall any of the above be liable to Client or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind whatsoever in connection with the agreement, including but not limited to lost profits, loss of business opportunity, lost savings, and loss of business information.* Client will bear the risk of loss or damage to, or theft of, any Deliverables once delivery has been made to the Client. Any action against Company must be brought within twelve (12) months after the cause of action arises. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fire, flood, storm, explosion, accident, or other acts of God. This contract shall be construed in accordance with the laws of the State of North Carolina (without regard to its choice of law provisions). Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated exclusively in courts located

within Mecklenburg County, North Carolina, or if a federal court, the court whose district includes Mecklenburg County, North Carolina. This Agreement may not be assigned without prior written consent; provided, however, Company may assign this Agreement in whole or in part, without the Client's consent, in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of the Company's assets, and Client agrees that Company shall be released from any further obligations under this Agreement upon such assignment.

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Patterson Pope, Inc.

Date

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CLIENT

Date

(This Agreement may be signed in counterparts and by facsimile or electronic signature by an authorized representative.)

Purchase Order # \_\_\_\_\_

# COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
 FROM: Wes Rafterree DEPT. Information Technology  
 SUBJECT: CISCO TELECOMMUNICATIONS SYSTEM ANNUAL MAINTENANCE AGREEMENT  
 REQUEST: APPROVAL OF ANNUAL MAINTENANCE AGREEMENT RENEWAL WITH INTERNETWORK ENGINEERING TO PROVIDE MAINTENANCE, SUPPORT AND LICENSING FOR ALL CITY VOIP TELECOM SYSTEMS. STATE CONTRACT # 4400016103.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 9, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input checked="" 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.: IT Account #: 161000-52206

Balance in Account \$1,734,870.10 Amount needed for this item \$60,493.96

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

**NOTES:** Provides hardware and software maintenance, support, replacement, and licensing renewal for the City's Cisco Voice-over-IP (VoIP) telecommunications system. This agreement switches from an individual year-by-year renewal to a 5-year agreement that will save the City approximately \$30,000 in total costs over the 5-year period. Annual cost is \$60,493.96 (\$55,499.04+tax) for a total 5-year cost of \$302,469.80 (\$277,495.20+tax).

CFO's Signature: [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.



people connecting people  
**INTERNETWORK  
ENGINEERING**

13777 Bellantyne Corp Place | Suite 305 | Charlotte, NC 28277  
IP Phone: 704.540.5800; Fax, 704.541.0059 | http://www.ineteng.com

May 14, 2020  
Customer's Address:

City of Charleston  
2 George Street, Suite 2800  
Charleston, SC 29403  
Attn: Melissa Hair  
Phone: (843) 679-7620

hairm@charleston-sc.gov

QUOTATION#QT-403016378-3  
Please reference quote number on PO:  
Please make purchase order to

Internet Network Engineering  
13777 Bellantyne Corp. Place  
Suite 305  
Charlotte, NC 28277

If you have any questions concerning this quote please contact  
Client Services Account Manager  
Lorinda Dabbs Ryan Jenkins  
704-643-6800 704-643-6843  
clientservices@ineteng.com ryanj@ineteng.com

**SUBJECT: City of Charleston - FLEX**

ITEM#	PART#	DESCRIPTION	TERM	QTY.	UNIT	LIST PRICE	UNIT PRICE	EXTENDED PRICE
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Hardware & Services:

**IE Professional Services**

1	Professional Services	IE WebEx adoption services		1		\$0.00	\$0.00	\$0.00
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Sub-Total \$0.00

ITEM#	PART#	DESCRIPTION	PAYMENT TERM	TERM	QTY.	UNIT	MONTHLY LIST PRICE	MONTHLY UNIT PRICE	PYMT TERM EXT PRICE	FULL-TERM EXT PRICE
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Subscription Items:

**A-FLEX**

1	A-FLEX	Collaboration Flex Plan	Annual	1	1		\$0.00	\$0.00	\$0.00	\$0.00
2	SVS-SPK-SUPT-BAS	Collaboration Support Services - Basic Support	Annual	00	1		\$0.00	\$0.00	\$0.00	\$0.00
3	A-FLEX-AUCM1-EAL	AU Cloud Meetings Tier 1 purchased with EntW Calling (1)	Annual	00	00	Each	\$31.00	\$23.47	\$18,688.24	\$92,841.20
4	A-FLEX-EAPL1-AUM	EntW On-Premises Calling Tier 1 purchased w AU Meetings (1)	Annual	00	060	Each	\$10.00	\$4.27	\$33,616.40	\$169,092.00
5	A-SPK-VOIP	Included VoIP (1)	Annual	00	1	Each	\$0.00	\$0.00	\$0.00	\$0.00
6	A-FLEX-TOLL-DIALIN	Meetings Toll Dial-In Audio (1)	Annual	00	00	Each	\$0.00	\$0.00	\$0.00	\$0.00
7	A-FLEX-MEET-ENT	Cloud Meetings Entitlement	Annual	00	782	User	\$0.00	\$0.00	\$0.00	\$0.00
8	A-FLEX-FILESTG-ENT	File Storage Entitlement	Annual	00	15840	User	\$0.00	\$0.00	\$0.00	\$0.00
9	A-FLEX-DEVREG-ENT	Cloud Device Registration Entitlement	Annual	00	792	User	\$0.00	\$0.00	\$0.00	\$0.00
10	A-FLEX-MSG-ENT	Messaging Entitlement	Annual	00	792	User	\$0.00	\$0.00	\$0.00	\$0.00
11	A-FLEX-TMS-250USR	TMS 250 System Licenses (1)	Annual	00	4	User	\$0.00	\$0.00	\$0.00	\$0.00
12	A-FLEX-TMS-API	TMS Integration API with Microsoft Exchange (1)	Annual	00	1	User	\$0.00	\$0.00	\$0.00	\$0.00
13	A-FLEX-TMS-SN	TMS Serial Number (1)	Annual	00	1	User	\$0.00	\$0.00	\$0.00	\$0.00
14	A-FLEX-SME-11X	Session Manager v11 (1)	Annual	00	1	User	\$0.00	\$0.00	\$0.00	\$0.00
15	A-FLEX-EXP-GW	Enable GW Feature (H323-SIP) (1)	Annual	00	8	User	\$0.00	\$0.00	\$0.00	\$0.00
16	A-FLEX-EXP-E	Enable Expressway-E Feature Set (1)	Annual	00	4	User	\$0.00	\$0.00	\$0.00	\$0.00
17	A-FLEX-EXP-TURN	1600 TURN Relay Option (1)	Annual	00	4	User	\$0.00	\$0.00	\$0.00	\$0.00
18	A-FLEX-EXP-AN	Enable Advanced Networking Option (1)	Annual	00	4	User	\$0.00	\$0.00	\$0.00	\$0.00
19	A-FLEX-EXP-SERIES	Enable Expressway Series Feature Set (1)	Annual	00	8	User	\$0.00	\$0.00	\$0.00	\$0.00
20	A-FLEX-EXP-DESK	Expressway Desktop Registration (1)	Annual	00	023	User	\$0.00	\$0.00	\$0.00	\$0.00
21	A-FLEX-EXP-ROOM	Expressway Room Registration (1)	Annual	00	6	User	\$0.00	\$0.00	\$0.00	\$0.00
22	A-FLEX-CUCILYNC	CUCILYNC (1)	Annual	00	80	User	\$0.00	\$0.00	\$0.00	\$0.00
23	A-FLEX-JABBER	Jabbar (1)	Annual	00	330	User	\$0.00	\$0.00	\$0.00	\$0.00
24	A-FLEX-P-PLMENC-K0	Unified Communications Manager Encryption License (1)	Annual	00	1	User	\$0.00	\$0.00	\$0.00	\$0.00
25	A-FLEX-EXP-RMS	Expressway Rich Media Session (1)	Annual	00	33	User	\$0.00	\$0.00	\$0.00	\$0.00
26	A-FLEX-P-UCM-11X	Unified Communications Manager v11 License (1)	Annual	00	792	User	\$0.00	\$0.00	\$0.00	\$0.00
27	A-FLEX-P-TPRM-11X	Telepresence Room v11 License (1)	Annual	00	7	User	\$0.00	\$0.00	\$0.00	\$0.00
28	A-FLEX-P-ESS-11X	Essential v11 License (1)	Annual	00	60	User	\$0.00	\$0.00	\$0.00	\$0.00
29	A-FLEX-P-UCKN-11X	Unity Connection v11 License (1)	Annual	00	792	User	\$0.00	\$0.00	\$0.00	\$0.00
30	A-FLEX-P-ER-11X	Emergency Responder v11 License (1)	Annual	00	1000	User	\$0.00	\$0.00	\$0.00	\$0.00
31	A-FLEX-P-COMMON11X	Common Area v11 License (1)	Annual	00	132	User	\$0.00	\$0.00	\$0.00	\$0.00
32	A-FLEX-UCM-PAK	UCM Product Authorization Key (1)	Annual	00	1	User	\$0.00	\$0.00	\$0.00	\$0.00
33	A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	Annual	00	1	User	\$0.00	\$0.00	\$0.00	\$0.00
34	A-FLEX-EXP-KEY	Expressway Release Key (1)	Annual	00	8	User	\$0.00	\$0.00	\$0.00	\$0.00
35	A-FLEX-TMS-PAK	TMS Product Authorization Key (1)	Annual	00	1	User	\$0.00	\$0.00	\$0.00	\$0.00
36	A-FLEX-SW-11X-K9	On-Premises & Partner Hosted Calling SW Bundle v11 (1)	Annual	00	1	User	\$0.00	\$0.00	\$0.00	\$0.00
37	A-FLEX-ER-11X-K9	Emergency Responder SW Bundle v11 (1)	Annual	00	1	User	\$0.00	\$0.00	\$0.00	\$0.00
38	A-FLEX-EDGAUD-USER	A-FLEX Webex Edge Audio	Annual	00	60	User	\$0.00	\$0.00	\$0.00	\$0.00
39	A-FLEX-EA-PRO-PK	EA Pro Pack for Cisco Webex Control Hub (1)	Annual	00	600	User	\$0.00	\$0.00	\$0.00	\$0.00

Sub-Total \$52,406.04 \$262,033.20



people connecting people  
**INTERNETWORK  
ENGINEERING**

13777 Ballantyne Corp Place | Suite 305 | Charlotte, NC 28277  
IP Phone: 704.540.5800 | Fax: 704.541.0059 | http://www.ineteng.com

May 14, 2020  
Customer's Address:  
  
City of Charleston  
2 George Street, Suite 2850  
Charleston, SC 29403  
Attn: Melissa Hair  
Phone: (843) 578-7628  
  
halm@charleston-sc.gov

**QUOTATION#QT-008014878-3**  
Please reference quote number on PO.  
Please make purchase order to  
Internetwork Engineering  
13777 Ballantyne Corp. Place  
Suite 305  
Charlotte, NC 28277  
If you have any questions concerning this quote please contact  
Client Services Account Manager  
Loretta Dabba Ryan Jenkins  
704-643-6280 704-643-6282  
ldabba@ineteng.com rjenkins@ineteng.com

**SUBJECT: City of Charleston - FLEX**

**A-FLEX/CC**

40	A-FLEX-CC	Flex Contact Center	Annual	1	1		\$0.00	\$0.00	\$0.00	\$0.00	
41	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	Annual	60	1	Each	\$0.00	\$0.00	\$0.00	\$0.00	
42	A-FLEX-PJXPC	Flex CC On-Premises UCCK Premium Concurrent Agent	Annual	60	2	User	\$80.00	\$31.01	\$744.24	\$3,721.20	
43	A-FLEX-PJXSC	Flex CC On-Premises UCCK Standard Concurrent Agent	Annual	60	8	User	\$45.00	\$24.48	\$2,348.16	\$11,740.80	
44	A-FLEX-05-11X-K9	On-Premises UCCK Standard & Premium Media Kit v11	Annual	60	1	Each	\$0.00	\$0.00	\$0.00	\$0.00	
45	A-FLEX-J-AGT-RTU	On-Premises PCCE & UCCE, Hosted CCE & CCK Agent RTU	Annual	60	1	Each	\$0.00	\$0.00	\$0.00	\$0.00	
46	A-FLEX-JX-AGT-PAK	CCK Agent Product Authorization Key	Annual	60	1	Each	\$0.00	\$0.00	\$0.00	\$0.00	
47	A-FLEX-PJXS-AGT11X	On-Premises UCCK Standard Agent License v11	Annual	60	6	Agent	\$0.00	\$0.00	\$0.00	\$0.00	
48	A-FLEX-PJXP-AGT11X	On-Premises UCCK Premium Agent License v11	Annual	60	2	Agent	\$0.00	\$0.00	\$0.00	\$0.00	
49	A-FLEX-PJX-SVR11X	On-Premises UCCK Standard & Premium Server v11	Annual	60	1	Each	\$0.00	\$0.00	\$0.00	\$0.00	
									<b>Sub-Total</b>	<b>\$3,092.40</b>	<b>\$15,462.00</b>

State of SC Contract# 4480018103

Please include the contract number referenced above on any order authorization or Purchase Order you submit related to this goods and services shown above.

This quote incorporates the Cisco Enterprise License Agreement Program End User Terms and Conditions.

Cisco Link to Terms:  
<https://www.cisco.com/c/dam/en/us/products/ao/2016/2/Collateral/end-user-program-terms.pdf>

The subscription line items above are part of a multi-year license agreement. Subject to Section 3 of the Subscription Terms of Confirmation, the license subscription is non-cancellable prior to the subscription termination date. Customer agrees to pay all license fees in full for the duration of the multi-year license term, in annual installments, regardless of additional purchase orders that may be issued and notwithstanding the inability of Customer to appropriate adequate funding for such license fees over the term of the multi-year agreement.

Total Investment **\$277,495.20**  
Plus Tax and/or Shipping

DELIVERY: FOB: Shipping Point  
TERMS: NET 30  
QUOTATION TERM FOR: 30 DAYS

**CUSTOMER'S SIGNATURE**

Please Print Name & Title Below

### SUBSCRIPTION TERMS CONFIRMATION

THIS CONFIRMATION is effective as of May 5, 2020 by and between Internetnetwork Services Incorporated d/b/a Internetnetwork Engineering ("Provider"), and the customer identified below ("Customer"). This Confirmation is made and delivered in connection with the product or service quotation identified below (the "Quote"), the terms of which Quote are subject to the underlying agreement identified below (the "Underlying Agreement").

Customer:	City of Charleston
Quotation Number/Description:	QT-000014676-3 FLEX EA
Underlying Agreements:	<input type="checkbox"/> Open Account Agreement <input type="checkbox"/> Master Services Agreement <input type="checkbox"/> OnDemand Agreement <input checked="" type="checkbox"/> Other: Cisco Network Contract 4400014170

Provider and Customer hereby agree as follows with respect to the Quote:

1. The Quote referenced above includes Provider and third party subscription-based products or services ("Subscription Products") as well as additional prepaid services (e.g. original equipment manufacturer maintenance services) that are not subscription services ("Other Services"). Provider's terms of sale for Subscription Products allow for payment of any corresponding subscription fees over the term specified in the Quote. The Subscription Products are non-cancellable for the duration of the subscription term set forth in the Quote. The subscription term is subject to renewal at the conclusion of the then-current term. The Underlying Agreement may be between Customer and Provider, or it may be between Customer and a third party where Provider provides certain services on behalf of such third party.
2. Notwithstanding any provision to the contrary contained in the Quote [other than Section 3 which shall control over the terms of this Section 2], the Underlying Agreement, or any other agreement under which the Subscription Products and Other Services are purchased by or provided to Customer (collectively, the "Agreements"), it is agreed by the parties that: (i) Provider may assign its rights to all payments relating to the Subscription Products and Other Services set forth in the chart beneath Section 5 ("Payments"), any applicable late charges, and all other amounts payable hereunder, together with Provider's other rights and remedies hereunder relating thereto (collectively, the "Assigned Rights"), to its finance partner ("Assignee") and, upon Provider's written notice of such assignment to Customer, such Assignee may thereafter invoice Customer for the Assigned Payments payable under the Agreements; (ii) upon such assignment (the "Assignment"), Customer shall make all Assigned Payments to Assignee in accordance with these provisions; (iii) if any Assigned Payment is not paid within 15 calendar days of its due date, Customer shall, to the extent permitted by law, pay upon Provider's or its Assignee's demand, a late charge at the rate of 14% per annum on the amount then due and payable, from the due date thereof until such amount is paid in full (but in no event exceeding the highest late charge permitted by applicable law); (iv) Customer also agrees to pay (A) all applicable sales, use, property and other taxes related to the Subscription Products and Other Services, any of the Agreements, or the Assigned Payments, and (B) all costs of collection of any Assigned Payments and any other amounts due and payable hereunder, including reasonable attorneys' fees and expenses incurred in collecting such amounts; (v) Customer agrees not to assert

against any Assignee any defense, offset or counterclaim that Customer may have against Provider or any other party;] (vi) Assignee shall not have any obligation or responsibility to Customer pursuant to any of the Agreements, and the Assignment shall not relieve Provider or any other party of any of its obligations under any of the Agreements; [(vii) [EXCEPT AS PROVIDED IN SECTION 3,] CUSTOMER AGREES THAT ITS OBLIGATION TO PAY ALL ASSIGNED PAYMENTS WHEN DUE HEREUNDER IS ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY DEFENSE, SET-OFF, COUNTERCLAIM, INTERRUPTION, ABATEMENT, REDUCTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER;] (viii) except as provided in Section 3, if Customer does not make any Assigned Payment when due, and such failure continues for 15 calendar days or more, or if Customer materially breaches any of its obligations under this Sales Agreement or any of the other Agreements, or any other agreement with or assigned to Assignee, then, upon the demand of Provider or its Assignee, Customer shall pay to Provider or its Assignee an amount equal to the sum of all Assigned Payments then due hereunder, and all Assigned Payments to become due in the future hereunder, and Provider or its Assignee shall have the right to terminate Customer's right to use and receive the Subscription Products and other Services pursuant to the Agreements, without liability to Customer, upon at least 10 days prior written notice to Customer; [and (ix) to secure the payment of Customer's obligations hereunder, Customer grants Provider and its Assignee a purchase money security interest in all of Customer's rights now existing and hereafter arising in and to the Subscription Products, Other Services, and the Agreements]. Each of the foregoing remedies shall be cumulative and in addition to any other remedy otherwise available to Provider or Assignee, at law or in equity, including the right to seek specific performance or other injunctive relief to enforce the terms of this Sales Agreement. Subject to the immediately following sentence, Customer shall not merge or consolidate with any other corporation or entity, or sell, lease or dispose of all or substantially all of its assets without providing prior written notice to Assignee [, with such consent not to be unreasonably withheld], but in no event shall Customer merge or consolidate with any other corporation or entity listed on any United States government watch list (e.g., OLFAC, etc), without Assignee's prior written consent. If Customer is a federal, state, or local government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision (collectively, "Governmental Authority"), nothing contained herein shall prohibit or restrict a reorganization or consolidation of Customer incident to a lawful statute, governmental regulation, or local ordinance. Assignee is an intended third-party beneficiary of the Agreements and is therefore entitled to enforce the terms of the Agreements and the Assigned Rights directly against Customer. Customer agrees that notwithstanding anything in the Agreements, Assignee may at any time and without notice further assign the Assigned Payments and the Assigned Rights, in whole or in part, and Customer may not assign or transfer any of its rights, duties or obligations relating to the Assigned Payments or and the Assigned Rights without Assignee's prior written consent, which consent may be subject to conditions. No express or implied waiver of any default by Customer shall constitute a waiver of Provider's or Assignee's other rights under the Agreements. The foregoing payment terms shall be governed by and construed under the internal laws of the [State of South Carolina], and [, to the extent permitted by applicable law,] the parties waive any right to demand a jury trial in any action or proceeding instituted in connection such payment terms.

3. Notwithstanding any other provision of this Confirmation, if (and only if) Customer is a Governmental Authority and funds for the continued fulfillment of this Confirmation or the Underlying Agreement by Customer are at any time not forthcoming or are insufficient, through failure of any other Governmental Authority to appropriate funds or otherwise, then Customer will have the right conditioned on the requirements below to terminate the Underlying Agreement and its payment

obligations thereunder and hereunder at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. Customer will: provide at least ninety (90) days advance written notice of such non-appropriation; certify in writing that sufficient funds were not appropriated and that all funds legally available for payment of the subscription obligation beyond the current annual term have been exhausted; and finally provide such other information and assistance as may be reasonably requested by Provider in terminating the subscription rights and complying with the requirements of any associated third-party provider. Customer will at all times use its best efforts to ensure appropriated funds are available.

4. **The Underlying Agreement is hereby amended to incorporate the terms of Sections 1, 2, 3, and 6 which Sections shall supersede inconsistent or conflicting terms in the Underlying Agreement.**
5. **Any subsequent work order, purchase order, or statement of work that incorporates or implements the Quote shall be subject to the Underlying Agreement and this Confirmation.**
6. **The total fees for the Subscription Products and Other Services and described above (and as provided in the Quote) shall be payable by Customer in the following installment amounts (each of which is a "Payment" for purposes of Section 2), on the following dates (each, a "Due Date"). All Payments shall be made to Provider when and as agreed, unless otherwise notified in writing by Assignee (as defined above):**

<u>Payment Amount</u>	<u>Due Date</u>
\$ 55,499.04	June 15, 2020
\$ 55,499.04	June 15, 2021
\$ 55,499.04	June 15, 2022
\$ 55,499.04	June 15, 2023
\$ 55,499.04	June 15, 2024

**SIGNATURE PAGE FOLLOWS**



<b><u>PROVIDER:</u></b>	<b><u>CUSTOMER:</u></b>
<b>Internetwork Services Incorporated</b>	<b>City of Charleston</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Name:</b> _____	<b>Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Daniel Curia DEPT. Fire Department

SUBJECT: MSA EVOLUTION 6000+ TIC WITH LASER RANGE FINDER

REQUEST: Approval to purchase the MSA Evolution 6000+ TIC with Laser Range Finder from Safe Industries, 5031 Hwy. 153, Easley, SC 29642.  
Solicitation #20-B019R

COMMITTEE OF COUNCIL: Ways & Means DATE: June 9, 2020

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"/>
Fire Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Daniel P. Curia</u>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Gregory Long</u>	<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 210000 Account #: 58015

Balance in Account \$148,131.95 Amount needed for this item \$66,468.05 *etc*

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

NEED: Identify any critical time constraint(s).

CFO's Signature: *Matthew A. DePoy* Deputy CFO to Amy Walker CFO

FISCAL IMPACT: Purchase Budgeted for 2020

Mayor's Signature: *John J. Tecklenburg*  
 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

## Charleston Fire Department

JOHN J. TECKLENBURG  
MAYOR

DANIEL M. CURRY  
FIRE CHIEF

### MEMORANDUM

**To:** Mayor John J. Tecklenburg  
and City Council

**From:** Jason Krusen, Deputy Fire Chief *JK*

**Subject:** Thermal Imager Camera (TIC) purchase

**Date:** May 26, 2020

The Charleston Fire Department is requesting to purchase nine (9) thermal imager cameras (TIC) and four (4) additional chargers. The cost of the nine TIC units and four chargers is \$64,468.05. The units will be used by the department and will be used throughout the department to replace aging equipment assigned to various apparatus. The units enable firefighters to search for trapped victims in smoke obscured environments. They also enable the user to keep accountability of crew members in the same smoke filled environments. The requested Evolution 6000 TIC are manufactured by MSA and being offered by Safe Industries and were the second lowest bid submitted. The lowest bidder offered an alternative unit than what was specified. The unit that was bid on the lowest bid was not compatible to the existing equipment currently used by the department and offered logistics issues as well as operational concerns related to training needed.



Bid #: 20-B019R

Vendor: Safe Industries

Item #	Quantity	Description	Unit Price	Total Price
1	9	MSA Evolution 6000+ Tic w/Laser Range Finder, #10173120, includes Truck Charging Kit (Truck Charger, Two Rechargeable Batteries, Retractable Lanyard), 5 year Warranty on Camera	\$6,265.00	\$56,385.00
2	4	MSA EVO 6000 Truck Charger Kit, #10145771 (2 Batteries, Truck Charger, Lanyard and Carabiner)	\$690.00	\$2,760.00
			Shipping Fee	\$0.00
			9% Tax	\$5,323.05
			Total	\$64,468.05

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
 FROM: Chief Daniel Curia DEPT. Fire Department  
 SUBJECT: RADIATION BACKPACKS  
 REQUEST: Approval to purchase Radiation Backpacks from Radiation Solutions,  
5875 Whittle Rd., Mississauga, Ontario, Canada L4Z 2H4.  
Solicitation #20-B015S.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 9, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Council	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Fire Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Daniel Curia</u>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Ben Berg</u>	<input type="checkbox"/>

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

If yes, provide the following: Dept./Div. 280044 & 280045 Account #: 58015  
280044 - \$41,638  
 Balance in Account 28045 - \$42,050 Amount needed for this item \$83,167.00 *CM*

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

NEED: Identify any critical time constraint(s).

CFO's Signature: *[Signature]* Deputy CFO for Amy Walker, CFO

FISCAL IMPACT: This purchase is using 2017 and 2018 Port Security grant funds.  
Cost should be split evenly between the 2 grant funds

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.



## City of Charleston

South Carolina

### Charleston Fire Department

JOHN J. TECKLENBURG  
MAYOR

DANIEL M. CURIA  
FIRE CHIEF

#### MEMORANDUM

**To:** Mayor John J. Tecklenburg  
and City Council

**From:** Jason Krusen, Deputy Fire Chief *JK*

**Subject:** Radiation backpack purchase

**Date:** May 26, 2020

The Charleston Fire Department is requesting to purchase two portable radiation detector backpack units. The units are being purchased on the 2017 and 2018 Port Security Grant (one each) and used to detect and identify gamma and neutron radiation. The cost of the two units with accessories is \$83,167.00. The units will be used by the department Haz-Mat Team and Marine Team to survey and detect radiological sources in and around the Port. The units will also be used to conduct pre-event security sweeps for such large events as the Copper River Bridge Run and Volvo Car Open. The requested units are manufactured by Radiation Solutions, model RS-340 Backpack System and were the second lowest bid submitted. The lowest bidder offered a solid state detection unit, and not the He<sup>3</sup> detection unit as requested, which did not meet the specifications.

**BID TABULATION SHEET**  
**CITY OF CHARLESTON**  
 Charleston, South Carolina

Fire Department

DATE: MARCH 25, 2010

SOL.# 20-B0155

BUYER: CHENETTE SINGLETON

Radiation Back Pack

QTY.	DESCRIPTION	BINDER		BINDER		BINDER		BINDER	
		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
2 ea	RS-350 Insert with: Two Ruggedized Gamma Detector	\$36,900.00	\$75,800.00	\$39,750.00	\$79,500.00	Included	\$79,500.00	Included	\$79,500.00
2 ea	Two Neutron Models		Included		Included		Included	\$47,575.68	\$95,151.36
2 ea	RS-350 Spare battery	\$150.00	\$300.00	\$99.50	\$199.00		\$199.00		\$600.00
2 ea	Vehicle power cable/battery charger	\$100.00	\$200.00		Included		Included		\$50.00
2 ea	Rugged Smartphone	\$500.00	\$1,000.00		Included		Included		\$1,050.00
2 ea	Military grade backpack	\$250.00	\$500.00		Included		Included		\$600.00
	Shipping		\$500.00		\$375.00		\$375.00		\$150.00
	State Tax 9%		\$6,867.00		\$7,206.66		\$7,206.66		\$4,265.10
	<b>TOTAL</b>		\$83,167.00		\$87,280.66		\$87,280.66		\$103,987.48
									\$51,655.10

COMMENTS:

BUYER: *Chenette Singleton*

WITNESS:

*Ray Long*





COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
FROM: Chief Luther Reynolds DEPT. Police Department  
SUBJECT: 2020 POLICE ELECTRA GLIDE HARLEY DAVIDSON MOTORCYCLES  
REQUEST: Approval to purchase two (2) each 2020 Police Electra Glide Harley Davidson Motorcycles from SWS, LLC DBA Lowcountry Harley, 4707 Dorchester Rd., North Charleston, SC 29405. Solicitation #20-B020R

COMMITTEE OF COUNCIL: Ways & Means DATE: June 9, 2020

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"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Deputy Chief Kevin Payne</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Mag. City</i>	<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 062020 Account #: 58010

Balance in Account \* Amount needed for this item \$76,706.26 *all*

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

NEED: Identify any critical time constraint(s).

CFO's Signature: *Walter J. Dept. CFO for King Luther, CS*

FISCAL IMPACT: These vehicles are Highway Safety grant purchases. One vehicle is the DUI Enforcement Grant, #M4HVE-2020-HS-37-20 and the other is the Speed Enforcement Grant, #PT-2020-HS-15-20. Will be purchased with 2020 LP Funds

Mayor's Signature: *John J. Tecklenburg*  
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.

**BID TABULATION SHEET**  
**CITY OF CHARLESTON**  
 Charleston, South Carolina  
 Police Department

DATE: MAY 21, 2020

SOL.# 20-E020R

BUYER: ROBIN E. ROBINSON  
 2020 Harley Davidson Motorcycles

QTY.	DESCRIPTION	BIDDER		BIDDER		BIDDER		BIDDER	
		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
	COMPANY NAME		SIIS, LLC DBA Lowcountry Harley						
	COMPANY REPRESENTATIVE		Chad Schoonover chad@lowcountryharley.com						
	PHONE NUMBER		843-554-1847						
	MINORITY		N						
2	2020 Police Electra Glide Harleys	\$17,982.51	\$35,965.02						
2	Motor-One Speaker/Mic with Wireless System Control, Portable Only Motorola	Included	in						
2	Motor Kit, Portable Only Rear Mount, Siren	Emergency	Lighting						
2	Remote Pairing Switch & Status LED Option	& Additional	Equipment						
2	Emergency Lighting & Additional Equip.	\$17,665.62	\$35,331.24						
	Shop Materials & Supplies	\$205.00	\$410.00						
	Labor/Installation	\$2,000.00	\$4,000.00						
	Delivery/Freight	0.00	0.00						
	IMF/State Tax	\$500.00	\$1,000.00						
	<b>TOTAL</b>		\$76,706.26						

COMMENTS:

BUYER: 

WITNESS: 

Bid #: 20-B020R

Vendor: S II S, LLC dba Low Country Harley-Davidson

Quantity	Description	Unit Price	Total Price
2 each	2020 Police Electra Glide Harley Davidson Motorcycles, Black <i>includes Doc, Freight &amp; Prep Fees</i>	\$17,982.51	\$35,965.02
2 each	#PVSM-XPR/NXM – Motor-One, Speaker/Mic with Wireless System Control, Portable Only Operation for Motorola, XPR/APX Series Radios	Included Below	Included Below
2 each	#PV-HR-WW/XT2 – Motor Kit, Portable Only, Harley Motor, Rear Mount, WS320 Siren	Included Below	Included Below
2 each	#PVMOD110-XT2, Remote Pairing Switch and Status LED Option in Enclosure for XT2 Motor Kit	Included Below	Included Below
2 lots	Emergency Lighting & Additional Equipment	\$17,665.62	\$35,331.24
	Shop Materials & Supplies <i>Municipal Decals (Sublet)</i>	205.00	410.00
	Labor / Installation Fee	2,000.00	4,000.00
	Delivery Fee	0.00	
	Shipping Fee	0.00	
	SC State Tax	500.00	1,000.00
	<b>Total</b>	<b>\$38,353.13</b>	<b>\$76,706.26</b>

**\*\*Please provide itemized pricing for the Emergency Lighting and Additional Equipment on a separate pricing sheet.**

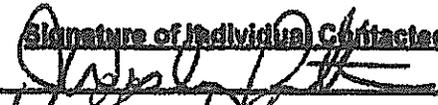
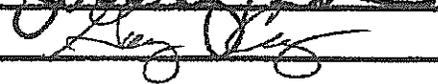
**\*\*\*This will be a turnkey product from the awarded vendor.**

3g.)

**TO:** John J. Tecklenburg, Mayor  
**FROM:** Wes Ratterree DEPT. Information Technology  
**SUBJECT:** SECURELINK ANNUAL MAINTENANCE AND SUPPORT AGREEMENT  
**REQUEST:** APPROVAL OF RENEWAL OF ANNUAL AGREEMENT WITH SECURELINK, THE SOLE SOURCE VENDOR, TO PROVIDE MAINTENANCE AND SUPPORT SERVICES FOR THE CITY'S SECURE ACCESS SYSTEM.

**COMMITTEE OF COUNCIL:** Ways & Means **DATE:** June 9, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" 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.: IT Account #: 161000-52206

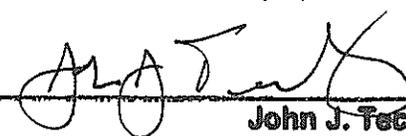
Balance in Account \$1,754,871.10 Amount needed for this item \$40,016.30 *cc*

YES  NO

**NOTES:** Provides annual maintenance and support services, including software updates, for the City's access control system used to provide secure external access into internal City network systems.

CFO's Signature:  Deputy CFO for Amy White, CFO

**FISCAL IMPACT:**

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.





Quotation

11402 Bee Cave Road  
Austin TX 78739  
US  
Phone (888) 897-4488  
Email sales@securelink.com

Quote #: Q-02803-2  
Contract Term: 12  
Start Date: June 1, 2020

Ship To  
Wes Raitenue  
City of Charleston  
80 Broad Street  
Charleston, South Carolina 29401-0304 United States  
+1 843-808-3220  
raitenuew@charleston-sc.gov

Bill To  
City of Charleston  
PO Box 853  
Charleston, South Carolina 29402

SALESPERSON	EMAIL	PAYMENT TERMS
Jason Hamilton	jason@securelink.com	Net 30

Renewable

PRODUCT NAME	DESCRIPTION	UNIT PRICE	QTY	TOTAL PRICE
SecureLink Enterprise	Annual subscription licenses based on vendor use. Includes unlimited use license for number of vendors included, upgrades, and support.	USD 1,835.61	20	USD 36,712.20
Renewable TOTAL:				USD 36,712.20

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
FROM: Chief Luther Reynolds DEPT. Police Department  
SUBJECT: GAS MASKS AND GAS MASKS FILTERS  
REQUEST: Approval to purchase Gas Masks and Gas Masks Filters from Dana Safety, 4809 Koger Blvd., Greensboro, NC 27407.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 9, 2020

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"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>HAS been</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Luther Reynolds</i>	<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 200000 Account #: 52008  
Balance in Account \$109,851.39 Amount needed for this item \$28,231.00 *01*

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

NEED: Identify any critical time constraint(s).

CFO's Signature: *Amy Wharton*  
FISCAL IMPACT:

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

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City of Charleston  
South Carolina

EMERGENCY PURCHASE JUSTIFICATION FORM

Department: Police Department

Product: Gas Masks and Filters

Vendor: Dana Safety Supply

Date: 6/1/2020 *PR 202249*

1. Describe in detail the Emergency and impact to City operations.

This is a request to purchase additional gas mask filters and gas masks. Our current cache of filters were utilized during recent civil domestic disturbances which occurred in the City. This was at a rate for which the department is not normally operating. In addition the current gas masks being utilized in the field do not allow the on scene commanders the ability to communicate via the radio. These additional masks will be deployed for use for commanders to allow for better communication during further anticipated unrest. Not having both of these items can be a tremendous safety issue for our officers in the field responding to these events

2. Describe in detail the item affected and what corrective action needed.

Gas mask filters for replacement of used ones.

3. What is the estimated cost and time to effect repair/replacement.

\$28,291.00, with a shipment date to be determined once PR issued.

Requester Signature  Title Admin. Svs. Manager

# Sales Quote

DANA SAFETY SUPPLY, INC  
 4809 KOGER BLVD  
 GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	341570-A
Customer No.	CHAPD

**Bill To**

CHARLESTON POLICE DEPARTMENT  
 PO BOX 853  
 ATTN: ACCOUNTS PAYABLE  
 CHARLESTON, SC 29402

**Ship To**

CHARLESTON POLICE DEPARTMENT  
 180 LOCKWOOD BOULEVARD  
 ATT:  
 CHARLESTON, SC 29403

Contact: TERRI WILLIAMS  
 Telephone: 843-724-3716  
 E-mail:

Contact: SGT GEORGE BRADLEY  
 Telephone: 843-901-3777  
 E-mail: bradleyg@charleston-sc.gov

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
06/01/20	Ground	QUOTED FREIGHT		NET 30 DAYS	
Entered By	Salesperson	Ordered By	Resale Number		
Paul Hartline	PAUL HARTLINE - COLUMBIA	CHRIS FRESHMAN			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
100	100	Y	72606-3 AVON CTCF50 Riot Agent Canister (pack of 4) Warehouse: COLU Vin #:	160.0000	16,000.00
10	10	Y	MISC AVON 72601-250-6 Warehouse: COLU Vin #: AVON FM53 gas masks with the Voice Projection Unit	975.0000	9,750.00
Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days					

Print Date	06/01/20
Print Time	02:22:35 PM
Page No.	1

Subtotal	25,750.00
Freight	150.00
9.000 % Sales Tax	2,331.00
<b>Order Total</b>	<b>28,231.00</b>

Printed By: Paul Hartline

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
FROM: Chief Luther Reynolds DEPT. Police Department  
SUBJECT: GAS MUNITIONS  
REQUEST: Approval to purchase Gas Munitions from Dana Safety Supply,  
4809 Koger Blvd., Greensboro, NC 27407.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 9, 2020

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"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	HAS seen	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gay Cox	<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 200000 Account #: 52036  
Balance in Account \$205,417.71 Amount needed for this item \$14,434.25

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Joy Wharm  
FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg  
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

EMERGENCY PURCHASE JUSTIFICATION FORM

Department: Police Department

Product: Gas munitions

Vendor: Dana Safety Supply

Date: 6/1/2020

PR 202250

1. Describe in detail the Emergency and impact to City operations.

This is a request to replenish stock for gas munitions used for crowd dispersing tactics. Burn rates for this are normally very low, but with the current civil disturbance events, all supplies were utilized and with potential for future events these items are needed. This is used as a non lethal tactic and assists in keeping our officers and citizens safe.

2. Describe in detail the item affected and what corrective action needed.

Gas munitions needed to replenish stock for use in crowd control non lethal techniques.

3. What is the estimated cost and time to effect repair replacement.

\$14,434.25 with a shipment date to be provided once PR issued.

Requester Signature

Title Admin. Svs. Manager

# Sales Order

DANA SAFETY SUPPLY, INC  
 4809 KOGER BLVD  
 GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Order No.	341540-A
Customer No.	CHAPD

**Bill To**

CHARLESTON POLICE DEPARTMENT  
 PO BOX 853  
 ATTN: ACCOUNTS PAYABLE  
 CHARLESTON, SC 29402

**Ship To**

CHARLESTON POLICE DEPARTMENT  
 180 LOCKWOOD BOULEVARD  
 ATT:  
 CHARLESTON, SC 29403

Contact: TERRI WILLIAMS  
 Telephone: 843-724-3716  
 E-mail:

Contact: SGT GEORGE BRADLEY  
 Telephone: 843-901-3777  
 E-mail: bradleyg@charleston-sc.gov

Order Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
06/01/20	Ground	QUOTED FREIGHT		NET 30 DAYS	
Entered By		Salesperson	Ordered By	Resale Number	
Paul Hartline		PAUL HARTLINE - COLUMBIA	CHRIS		
Order Quantity	Open Quantity	Tax	Item Number / Description	Unit Price	Extended Price
100	100	Y	5231 CTS TRIPLE PHASER CS GRENADE Warehouse: COLU Vin #:	42.0000	4,200.00
100	100	Y	5210 CTS FULL SIZE WHITE SMOKE GRENADE, PYROTECHNIC Warehouse: COLU Vin #: 2.6" DIAMETER, PYROTECHNIC, CANISTER GRENADE *****	30.0000	3,000.00
100	100	Y	4556 CTS 40MM OC ROUND KINETIC SMOKELESS Warehouse: COLU Vin #:	28.0000	2,800.00
5	5	N	1931 CTS MK-9 Level 3 OC Stream 12.5 OZ - NON-REFILABLE Warehouse: COLU Vin #: MUST ORDER IN CASES OF 6 UNITS - PRICED INDIVIDUALLY *****	40.0000	200.00
100	100	Y	4230 CTS 40MM PYROTECHNIC CS-SMOKE CARTRIDGE (110 YD) Warehouse: COLU Vin #: REQUIRES FET EXEMPTION CERTIFICATE *****	20.0000	2,000.00

Print Date	06/01/20	Amount Shipped	0.00	Subtotal	12,200.00
Print Time	02:29:36 PM	Open Order	12,200.00	Freight	125.00
Page No.	1			9.000 % Sales Tax	1,091.25
				Order Total	13,416.25

Printed By: Paul Hartline

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
FROM: Chief Luther Reynolds DEPT. Police Department  
SUBJECT: RIOT GEAR  
REQUEST: Approval to purchase Riot Gear for the Police Department from Galls, LLC, 1340 Russell Cave Rd., Lexington, KY 40505.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 9, 2020

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"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	has seen	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Greg Long	<input type="checkbox"/>

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

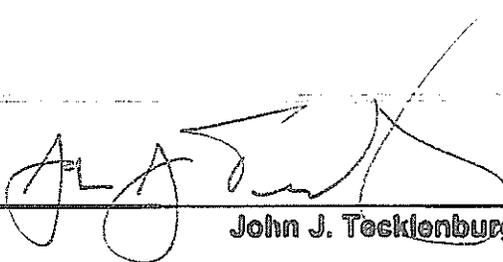
If yes, provide the following: Dept./Div.: 200000 Account #: 52008  
Balance in Account 81,620.39 Amount needed for this item \$50,383.84  
~~\$50,383.84~~

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

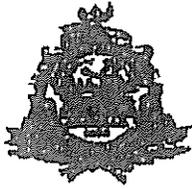
NEED: Identify any critical time constraint(s).

CFO's Signature: \_\_\_\_\_

FISCAL IMPACT:

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

EMERGENCY PURCHASE JUSTIFICATION FORM

Department: Police Department

Product: Riot Gear

Vendor: Galls

Date: 8/2/2020

1. Describe in detail the Emergency and impact to City operations.

This is a request to purchase riot control protection for hands, chest, knees and elbows for personnel. Currently all officers not part of the Civil Disturbance Unit are issued a riot helmet and shield, but are not provided with the additional protective equipment items. This will ensure that all current officers have on hand in their possession these additional protective measures to respond to any future civil disturbance events.

2. Describe in detail the item affected and what corrective action needed.

Riot control protection equipment to ensure all officers have the appropriate equipment for civil disturbance events. This adds additional layers of protection for officers during these events.

3. What is the estimated cost and time to effect repair replacement.

\$50,620.16, with a shipment date to be determined once PR is issued.

Requester Signature

Title Admin. Svs. Manager

From: [donotreply@galls.com](mailto:donotreply@galls.com) <[donotreply@galls.com](mailto:donotreply@galls.com)>  
 Sent: Tuesday, June 2, 2020 2:47 PM  
 To: Sommerfeldt, Brian <[Sommerfeldtb@charleston-sc.gov](mailto:Sommerfeldtb@charleston-sc.gov)>  
 Subject: Galls Order Confirmation

This email originated outside of the City of Charleston. Do not click links or open attachments unless you recognize the sender and know the content is safe.



[www.galls.com](http://www.galls.com)

HI BRIAN SOMMERFELDT,

ORDER INFORMATION

Thank you for shopping at Galls. This is a summary of your order.

Order Number: 15913550

Order Date: 06/02/2020

Payments:

On Account: 50,383.84

Ship To:

BRIAN SOMMERFELDT  
 ATTN: BRIAN SOMMERFELDT  
 180 LOCKWOOD BLVD  
 CHARLESTON, SC 29403 US  
 SOMMERFELDTB.; CHARLESTON-SC GOV  
 (843) 720-2429

Cust PO: PR202281

### Order Summary

Item No	Description	Quantity	Item Price	Total Price
BG135	GALLS TACTICAL TEAM BAG Fulfillment Location: LEX - Galls Lexington - Corporate	200	50.99	10,198.00
GL732 BLK MD	HARD KNUCKLE TACTICAL GLOVES Fulfillment Location: Direct Ship	4	53.45	213.80
GL428 BLK MD	ALL LEATHER DUTY GLOVES W/ KNUCKLE ARMOR Fulfillment Location: LEX - Galls Lexington - Corporate	46	32.10	1,476.60
GL428 BLK LG	ALL LEATHER DUTY GLOVES W/ KNUCKLE ARMOR Fulfillment Location: LEX - Galls Lexington - Corporate	46	32.10	1,476.60
GL732 BLK LG	HARD KNUCKLE TACTICAL GLOVES Fulfillment Location: Direct Ship	116	53.45	6,200.20
GL428 BLK XL	ALL LEATHER DUTY GLOVES W/ KNUCKLE ARMOR Fulfillment Location: LEX - Galls Lexington - Corporate	25	32.10	802.50

TE222 MD	GALLS SHIN GUARDS BLACK Fulfillment Location: LEX - Galls Lexington - Corporate	50	37.99	1,899.50
TE222 LG	GALLS SHIN GUARDS BLACK Fulfillment Location: LEX - Galls Lexington - Corporate	125	37.99	4,746.75
TE222 XL	GALLS SHIN GUARDS BLACK Fulfillment Location: LEX - Galls Lexington - Corporate	25	37.99	949.75
TE265 MD REG	GALLS TACTICAL PADDING W/HYDRATION POCKET Fulfillment Location: LEX - Galls Lexington - Corporate	50	76.00	3,800.00
TE265 LG REG	GALLS TACTICAL PADDING W/HYDRATION POCKET Fulfillment Location: LEX - Galls Lexington - Corporate	125	76.00	9,500.00
TE265 XL REG	GALLS TACTICAL PADDING W/HYDRATION POCKET Fulfillment Location: LEX - Galls Lexington - Corporate	25	76.00	1,900.00
TE537 BLK	HELLSTORM TACTICAL ELBOW PAD W/TALON Fulfillment Location: LEX - Galls Lexington - Corporate	200	15.29	3,058.00

Merchandise Total: 46,223.70

Shipping:

Sales Tax: 4,160.14

Order Total: 50,383.84

Pricing is valid for 30 days

Your order may ship in various intervals. If an item is on backorder or ships directly from our suppliers your credit card is not charged until the item ships. Your credit card statement will show this purchase from GALLS. If items have shipped from our suppliers, we may not be able to process cancelation requests.

## Order Status

You can check your order status anytime by signing in to your Galls account or by clicking [here](#). If you have any questions or concerns, contact us or call us toll-free at 866.673.7643.

You might be interested in these items:

Galls, LLC - 1340 Russell Cave Road Lexington, KY 40505 | 866.673.7643

Galls respects your privacy, please review our [privacy policy](#)

© 2020 Galls, LLC.

COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS - SCAC EMERGENCY RELIEF GRANT
REQUEST: To accept an emergency relief grant of \$3,126 from the SC Arts Commission, funded by the CARES Act, to offset lost revenues during the months March through June 2020.

COMMITTEE OF COUNCIL: W&M DATE: June 9, 2020

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

Table with 4 columns: Role, Yes, N/A, Signature of Individual Contacted, Attachment. Rows include Corporate Counsel, Cap. Proj. Cmte. Chair, Office of Cultural Affairs, and Grants Manager.

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 [X]

NEED: Identify any critical time constraint(s). This is an after-the-fact approval as notification was received after the agenda meeting for the May 26 meeting, and acceptance is due by June 2 2020

CFO's Signature:

FISCAL IMPACT: No City match is required.

Mayor's Signature: [Handwritten 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.

**SOUTH CAROLINA ARTS COMMISSION**  
1026 Sumter St., Suite 200 Columbia, SC 29201  
**CONTRACT #:** FY20-AER-119

This agreement, made and entered into 05/19/2020, by and between the South Carolina Arts Commission, hereinafter referred to as the "Commission," and City of Charleston-Cultural Affairs, 75 Calhoun Street, Suite 3800, Charleston, SC 29401, hereinafter referred to as the "Contractor," provides as follows:

Whereas, the Commission is authorized and empowered to enter into agreements with individuals, organizations, and institutions for services and for cooperative endeavors furthering the Commission's objectives; and

Whereas, the Contractor has indicated that all requirements of the grant can be fulfilled within the project dates specified.

Now, therefore, the Commission has awarded a grant to the Contractor as follows:

**CONTRACTOR:** City of Charleston-Cultural Affairs

**AUTHORIZED OFFICIAL:** Amy Wharton , Chief Financial Office, 843-579-7596, WhartonA@charleston-sc.gov

**CONTACT:** Scott Watson , Director of Cultural Affairs, 843-720-3885, watsons@charleston-sc.gov

**GRANT AWARD:** \$3,126.00 + **REQUIRED MATCH:** \$0.00 = **TOTAL MINIMUM PROJECT EXPENSES:** \$3,126.00

**CATEGORY:** FY20 Arts Emergency Relief **PROJECT:** Arts Emergency Relief - Operating Support Grantee

**PROJECT DATES:** 03/01/2020 to 06/30/2020

All parties agree that the following provisions shall prevail:

**GRANT AWARD PAYMENT:** The Commission will pay the Contractor the grant award upon Commission receipt and approval of signed contract. Receipts and/or documentation may be requested at the discretion of the Commission. Grant funds will not be released to a Contractor who has grant reports or debts outstanding until these have been resolved to the satisfaction of the Commission.

**FUNDS AVAILABILITY/LIMITATIONS: Availability of Funds:** This grant is conditioned upon the availability of funds allocated to the Commission or available to it from other sources. **Maximum Total Funding:** It is a condition of this grant that Commission funds may not exceed the amount awarded.

**FINANCIAL RELATIONSHIPS:** The Contractor shall notify all persons with whom they contract that the Contractor shall be solely responsible for payment and shall not represent that the operation constitutes a joint financial venture with the Commission.

**GRANT ACTIVITIES/CHANGES:** Any proposed changes made to funded grant activities must be approved in writing, in advance, by the Commission.

**LEGISLATIVE NOTIFICATION:** The Contractor is required to inform their state legislators of Commission funding. Unless the Commission specifies an exemption, the Contractor is also required to invite local legislative delegates to all grants-related events.

**PUBLICITY/ALL CREDITS:** Funds awarded by the Commission are public monies and must be given appropriate credit. Therefore, an organization or artist receiving funds or support must give credit to the Commission and the National Endowment for the Arts (NEA) in all electronic and print publications, including advertising, brochures, news releases, newsletters, programs, websites and social media sites, and in other promotion and publicity. This credit should be given in the same manner afforded to other donors at the same or comparable level. This credit should be prominently positioned near the name of the sponsoring organization or grantee using the following wording: "This project is funded in part by the South Carolina Arts Commission which receives support from the National Endowment for the Arts." When space allows, the Arts Commission's logo should be used in conjunction with the credit statement. Where no printed program for a funded project exists, grant recipients must make at least one public announcement during the activity giving credit to the South Carolina Arts Commission, noting that the Commission receives support from the National Endowment for the Arts.

**Additional Credits:** The Commission received partial funding for this program through an outside source. As a result, in addition to crediting the Commission and the NEA, an organization or artist receiving funds or support in this grant category must similarly give credit to the South Carolina Artists Relief Fund of the South Carolina Arts Foundation, using the following statement: "This project is also funded in part by a generous award from the South Carolina Artists Relief Fund of the South Carolina Arts Foundation."

**SCHEDULING INFORMATION/COOPERATION IN EVALUATION:** If the grant supports an event, the Contractor shall submit to the Commission the dates, times and locations of such; for evaluation purposes the Contractor agrees to admit appropriate Arts Commission staff and Commissioners at no charge.

**GRANT RESPONSIBILITIES:** The Contractor agrees to pay all costs of the grant activities as outlined in the funded proposal.

**AUDITS AND FINANCIAL RECORDS:** The Contractor's financial accounting records shall be subject to audit in accordance with OMB-Circular A-110 and A-133 for Institutions of Higher Education, Hospitals and other non-profit organizations and Circular A-128 for State and Local Governments. Any Contractor receiving \$500,000 or more in federal funds in one fiscal year from all granting sources is required to have an audit, at Contractor's expense, performed by the State of South Carolina and/or the federal government or independent auditors. The Contractor will be responsible for the safekeeping and identification of funds records which corroborate the project's financial statements. Said records (sales receipts, invoices, travel claims, timesheets, etc.) must be kept in the Contractor's files for a period of three years after the end of the project. If the Contractor is unable to maintain such records for this period of time, all related financial and evaluative material will be submitted to the Commission to become part of its permanent grant files.

**COPYRIGHT:** All works, productions, and materials whatsoever created, produced or finished by as specified by or for the Commission during the duration of this contract, are the property of the Contractor, excepting only those works, productions and materials specifically exempted in writing by the Commission.

**PAYMENT FOR INTERRUPTED SERVICES:** In the event the grant is canceled by virtue of any act or regulation of any public authority, or on account of war, labor difficulties, strikes, riots, epidemics, interruption of transportation services, an act of God or any other cause beyond the Contractor's control, the Commission shall still be obligated to make the payment required herein and similarly, the Contractor shall match that payment in the required proportion to the extent that expenses or obligations have been incurred, which otherwise cannot be recovered or reclaimed. In the event the grant is canceled by the Contractor for any other reasons, the Contractor agrees to reimburse the Commission within thirty (30) days after the date of cancellation any awarded funds not used to defray the costs of the grant activities.

**LEGAL COMPLIANCES:** It is mutually agreed that all parties shall comply with Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Drug Free Workplace Act of 1988, the South Carolina Freedom of Information Act of 1976 (as amended 1987), the Age Discrimination Act of 1976, the Americans with Disabilities Act, and with Title 29 of the Fair Labor Standards Act, Title 16, Chapter 15, Article 3 of the South Carolina Code of Laws, and all other applicable federal, state and local laws. For organizations, it is also understood that the grant is conditioned upon retention by the Contractor of its federal tax-exempt and SC non-profit status. Upon termination of such status, the award shall become null and void.

**GRANT CANCELLATION, RECOVERY OF FUNDS, AND OTHER CONSEQUENCES:** If the Contractor fails to fulfill any of the responsibilities as outlined in this contract, the Commission retains the right to enforce any or all of the following consequences: **Cancellation of this grant contract.** Such cancellation shall relieve the Commission of any further obligations under this contract. If payment has been advanced to the Contractor for this award, the Contractor shall reimburse the Commission to the full extent of payments made. **Assessment of a penalty** of 15% on the Contractor's next grant award. **Withholding future grant contracts** to the Contractor until the requirements outlined in this grant contract are resolved.

**THE CONTRACTOR SHALL CONFIRM ACCEPTANCE OF THIS GRANT BY SUBMITTING THE REQUIRED CONTRACT PACKET BY 06/02/2020.**

**AUTHORIZED SIGNATURE:** The Commission agrees to the terms of the contract outlined herein and the act of presenting said contract through our online grants management system serves as the Commission's signature.

COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor  
FROM: Amy K. Wharton DEPT. BFRC  
SUBJECT: BFRC- ECONOMIC DEVELOPMENT ADMINISTRATION-INVITATION FOR CARES ACT SUPPLEMENTAL EDA AWARDS FOR REVOLVING LOAN FUND GRANT  
REQUEST: To approve the submission of a grant application to EDA in the amount of \$850,000 to set up a Revolving Loan fund to be Administered by Charleston LDC. These funds will be loaned to Small Businesses.

COMMITTEE OF COUNCIL: W&M DATE: June 9, 2020

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"/>
Grant Writer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sarah Fichera	<input type="checkbox"/>

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

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

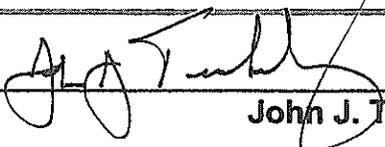
Balance in Account Amount needed for this item

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

NEED: Identify any critical time constraint(s).  
The application is due June 11, 2020.

CFO's Signature:

FISCAL IMPACT:  
No City match required

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.**

June 11, 2020

Karen Lynch  
RLF Administrator  
Economic Development Administration  
Atlanta Regional Office  
401 West Peachtree Street, NW, Suite 1820  
Atlanta, Georgia 30308

Dear Mrs. Lynch,

We write to express the City of Charleston's sincere interest in securing the maximum amount of supplemental EDA revolving loan fund monies that have recently been made available under the CARES Act. Enclosed you will find our application and the requested documents to apply for these funds.

We are proud of the success our EDA revolving loan fund partnership has shown thus far, and we look forward to expanding the impact, especially in this critical time of need for our local businesses. We believe this application will not only demonstrate our sincere interest and willingness, but also a depth of expertise and ability to execute the program effectively.

Please do not hesitate to reach out to either of us with any questions you might have. Thank you for this opportunity and your thoughtful consideration.

Best,

John J. Tecklenburg  
Mayor, City of Charleston

Steve Saltzman  
CEO, Charleston LDC

## Executive Summary

The City of Charleston, in partnership with a locally based Community Development Finance Institution (CDFI), the Charleston LDC, proposes to increase and amplify its existing successful Economic Development Administration (EDA) Revolving Loan Fund (RLF) in response to the economic impact of COVID-19.

For 21 years the City and the LDC have partnered to develop a successful program that has lent over \$4,000,000 to small local businesses who do not have access to traditional capital sources. Moreover, there has not been a loan default from the fund in more than 8 years and the program has generated over \$750,000 of interest to keep itself sustainable and growing.

## Lending Area

The lending area for the existing fund, and the proposed supplemental fund, continues to be Charleston County, SC. Prior to the COVID-19 crisis, Charleston County had experienced a decade of extremely strong economic growth, but had developed a reputation as a place rife with economic disparities. In the Charleston area the median black family income is only 61% of the median white family income, and the per capita minority business ownership rate is the lowest of all urban areas in South Carolina.

The Charleston area's economy is particularly vulnerable to the impacts of COVID-19. Tourism & hospitality are still the industries that employ the most people in Charleston, with the metro area attracting over 7 million visitors in 2019. In 2020 there will just be a small fraction of that economic activity. Moreover, the businesses in hospitality, retail, and food & beverage are disproportionately owned by women, minority, and veteran entrepreneurs – the exact people Community Development Finance Institutions like the LDC have a track record of serving.

The City of Charleston & LDC's EDA loan fund has funded some of the most successful and iconic local small businesses in the Charleston area over the past two decades. Verde, a woman owned healthy food business used an EDA loan to launch a local fast casual restaurant chain that now has 5 locations throughout the Carolinas. In addition to Verde and other iconic local restaurants, the loan fund has also lent to successful a child care center, nail salon, and several retail stores.

## Economic Development Strategy

The City of Charleston plans to sub-grant the supplemental EDA RLF funds to the LDC (the administrator of its current funds). The LDC is a 40 year old Community Development Finance Institution (CDFI) based in the city and the two entities have collaborated on many projects together. The LDC's 40 year history in community development lending has created experience, capacity, and economies of scale in establishing revolving loan funds for community economic development. Currently, the LDC has more than 170 active loans in the Charleston area worth a total of nearly \$9 million.

As the State of South Carolina's largest US Small Business Administration (SBA) Microlender lender, the LDC has obtained recurring grants to provide free technical assistance and business advising to its SBA borrowers. These services include accounting, legal, and marketing consultations that would otherwise be prohibitively expensive for struggling entrepreneurs. Given the LDC's multiple sources of loan capital, it is able to bundle multiple funding sources into a single loan, which makes it possible for all LDC borrowers to be eligible for the unique and valuable SBA funded services. It is the LDC's intention to continue this approach with the supplemental EDA RLF funds.

In addition to capacity and expertise to maximize the use of the supplemental funds, the LDC had substantial experience lending in the industries and communities most affected by this crisis. 43% of the LDC portfolio is food & beverage, with another 10% in child care & hair/nail salons. Partnering with a community lender who has substantial ability to counsel these borrowers is a key component of our economic development strategy with EDA funds.

The LDC and the City will work together to make approximately 15-20 loans with the supplemental funding over the coming year that would have approximately 4% interest rates for borrowers and, at most, 1% closing fees. Businesses will be required to demonstrate COVID-19 related impacts (unless they are a start-up), and not have revenues >\$2 million.

#### Administrative Activities & Costs

The LDC maintains an 8 person full-time staff and services 170 loans. The establishment of a supplemental fund that would grow the LDC's loan portfolio (both in terms of value and number of loans) by approximately 10%, would require a substantial amount of staff time.

First the staff commitment would be in the form of outreach, marketing, and business development efforts to attract the right borrowers, then loan officers and portfolio managers to underwrite, process, and service the loans. The LDC has numerous highly experienced employees in each of these fields. Additionally there would be some outsourced legal and accounting costs associated with closing the loans and managing the funds.

On a positive note, Technical Assistance and Business Advising would not be a cost for the EDA funds because the LDC has those services provided by the SBA as South Carolina's leading SBA Microfinance lender. That gives the LDC the ability to bundle capital sources when making loans, thus loans made with EDA funds can be supplemented with an additional SBA funded loan, which will make the borrower eligible for substantial support services without adding additional costs to the LDC or EDA.

We estimate the cost of these outsourced services, and the proportional amount of salaried employee time spent working on these loans to approximately equate to the \$85,000 grant offered that accompanies the supplemental EDA RLF funds.

#### COVID-19 Recovery

The City of Charleston and the LDC have already been working extensively to support local businesses through the COVID-19 crisis. Through these hands on collaborations and conversations, several clear needs have been identified.

First, businesses are in desperate need of working capital. Often this is the most difficult type of financing to secure, but it is the most vital to creating jobs and keeping people employed. The federal Paycheck Protection Program, in response to the COVID-19 crisis has provided a temporary stopgap for many of these working capital needs, but the funds are only intended to carry businesses through June of 2020. Beyond that point, there is likely to be significantly less money available to keep employees on payrolls and bills paid.

The LDC has a history of making loans that many other financial institutions consider too risky because entrepreneurs lack appropriate collateral, don't have enough credit history, or won't be using the funds to purchase assets. Despite making these seemingly risky investments, the LDC has lower delinquency and default rates than the industry average of for-profit banks. This experience of working hands-on with borrowers to meet their needs and offering them flexibility to do what works for them will be vital in the economic recovery from this crisis.

Finally, using the LDC as an administrator to the funds will help the dollars get to the industries and communities most in need. The LDC lends a majority of its funds to hospitality & service industry businesses, and it has an emphasis on improving access to capital for women owned businesses and communities of color. Those are the industries and communities most in need of targeted relief right now, and we intend to leverage the LDC's experience and relationships. After our last recession ended in 2009, the decade-long recovery resulted in a massive amplification of the wealth disparities between white and black families. As we potentially enter another COVID-related recession, it is important we go into it with a laser like focus on empowering small, local, and disadvantaged businesses so we do not repeat the disparity increases of the recent past. That is another key benefit of partnering with the LDC.

### Conclusion

As discussed in this application, the City of Charleston and Charleston LDC have the experience and expertise to effectively deploy additional EDA RLF dollars in an emergency response to the COVID-19 pandemic. The long track record of this successful partnership has laid the groundwork for further successful collaboration when it is most needed in this time of crisis. We look forward to further collaboration in the interest of supporting the most vulnerable small businesses in our community. Please do not hesitate to reach out with further questions.



JOSEPH P. RILEY, JR.  
MAYOR

# City of Charleston

VANESSA TURNER-MAYBANK  
CLERK OF COUNCIL

South Carolina  
Office of the Clerk

September 10, 1999

Mr. Steve Bedard, CFO  
City of Charleston  
116 Meeting Street  
Charleston, SC 29401

Re: Agreement between the City of Charleston and the Charleston Citywide Local Development Corporation (LDC)

Dear Mr. Bedard:

The Committee on Ways and Means and City Council, at their respective meetings on August 17, 1999, approved an agreement between the City of Charleston and the Charleston Citywide Local Development Corporation (LDC) for the EDA Revolving Loan Fund.

Enclosed please find a *copy* of a fully executed agreement for your records. It is my understanding Sharon Brennan has distributed an *original* to the vendor. An *original* will remain on file in the office of the Clerk of Council for the City's permanent records.

Sincerely,

  
Vanessa Turner-Maybank, CMC  
Clerk of Council

VIM/tlw

Enclosure: As Stated

c: Mayor Joseph P. Riley, Jr. (w/o documents)  
Sharon Brennan (w/o documents)



WITNESSES

Debra Matthews

Ray Charles Smith

THE CITY OF CHARLESTON

By: Joseph P. Riley, Jr. Mayor

Its: Mayor

WITNESSES

[Signature]

Sharon A. Brena

CHARLESTON CITYWIDE LOCAL DEVELOPMENT CORPORATION

By: [Signature]

Its: President

**RESOLUTION  
EDA GRANT TRANSFER**

WHEREAS, The Board of Directors of the Charleston Citywide Local Development Corporation ("Development Corporation") entered into an Agreement with the City of Charleston ("City") for the management of the Financial Assistance Award Project No. 04-49-04099 (the "Award") made by the United States of America, Department of Commerce, Economic Development Administration (herein the "Government") to the City; and

WHEREAS, the Development Corporation agreed to manage the Award and the associated Revolving Loan Fund ("RLF") for the benefit of the City by providing economic development loans to small businesses in the City; and

WHEREAS, the Development Corporation has successfully managed the Award and has met all the terms and conditions of the Award; and

WHEREAS, the purpose of the Development Corporation is to promote and assist the growth and development of small business, to increase employment opportunities through its assistance, and to strengthen the tax base; and

WHEREAS, in furtherance of its purpose, the Development Corporation works in cooperation with the City and is a vital part of the City's economic initiatives; and

WHEREAS, the City is now desirous of transferring all of its rights, title and interest in the aforementioned RLF project including all cash on hand, receivables, and any other assets, and all books, records, documents, and instruments in connection therewith to the Development Corporation; and

WHEREAS, the Board of Directors of the Development Corporation has agreed to assume all of the rights, title and interest of the RLF Award from the City; and

WHEREAS, Development Corporation is willing to abide by all terms and conditions of the Award; and

WHEREAS, the intended use of the RLF project by the Development Corporation will be the same use as approved in the original Award; and

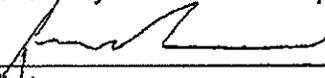
WHEREAS, the Development Corporation and the City have requested that the Government agree to the Award being transferred to the Development Corporation as the Successor Grantee.

NOW, THEREFORE, by way of this Resolution the Development Corporation requests that the Government grant its approval to the transfer of the Award to the Development Corporation and henceforth the Development Corporation shall be the Successor Grantee.

All other terms and conditions set forth in the Award, and any amendments thereto, shall remain in full force and effect.

ADOPTED THIS 2nd day of March, 2011.

Charleston Citywide Local Development Corporation

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

1                   A RESOLUTION REQUESTING THAT THE UNITED STATES  
2                   OF AMERICA, DEPARTMENT OF COMMERCE, ECONOMIC  
3                   DEVELOPMENT ADMINISTRATION APPROVE THE CITY'S TRANSFER  
4                   OF FINANCIAL ASSISTANCE AWARD PROJECT NO. 04-49-04099 TO THE  
5                   CHARLESTON CITYWIDE LOCAL DEVELOPMENT CORPORATION  
6

7                   WHEREAS, City Council ("Council") of the City of Charleston (the "City") accepted and  
8                   agreed to the terms of a Financial Assistance Award Project No. 04-49-04099 (the "Award")  
9                   made by the United States of America, Department of Commerce, Economic Development  
10                  Administration (herein the "Government"); and

11                  WHEREAS, the Government and the City entered into the Award on February 22, 1995  
12                  for the purpose of creating a revolving loan fund ("RLF"); and

13                  WHEREAS, in furtherance of such purpose, the City entered into an Agreement with the  
14                  Charleston Citywide Local Development Corporation (Development Corporation) on August 19,  
15                  1999 which provided for the management of the Award; and

16                  WHEREAS, the Development Corporation works in close cooperation with the City and  
17                  is a vital part of its economic development initiatives; and

18                  WHEREAS, the Development Corporation has promoted and assisted in the growth and  
19                  development of small business employment opportunities and the City's tax base; and

20                  WHEREAS, the City for administrative efficiency and convenience is now desirous of  
21                  transferring all its of its rights, title and interest in the aforementioned RLF project including all  
22                  cash on hand, receivables, and any other assets, and all books, records, documents, and  
23                  instruments in connection therewith to the Development Corporation; and

24                  WHEREAS, the City and the Development Corporation are requesting that the  
25                  Government agree to the Award being transferred to the Development Corporation as the  
26                  Successor Grantee; and

27                  WHEREAS, the Successor Grantee is willing to abide by all the terms and conditions of  
28                  the Award; and

29                  WHEREAS, the intended use of the RLF project by the Successor Grantee is the same  
30                  use as approved in the original Award; and

31                  WHEREAS, it is in the best interest of the Government and City to transfer the Award  
32                  and provide for such changes and revisions as are deemed necessary.

33                  NOW, THEREFORE, the City requests by way of this Resolution that the Government  
34                  grant its approval to the transfer of the Award from the City to the Development Corporation as  
35                  the Successor Grantee.

1 All other terms and conditions set forth in the Award, and any amendments thereto, shall  
2 remain in full force and effect.

3 DONE, RATIFIED AND ADOPTED THIS 8<sup>th</sup> day of March, 2011.

4 CITY OF CHARLESTON, SOUTH CAROLINA

5  
6  
7  
8  
9  
10  
11  
12  
Mayor

Attest:

*Vanessa T. Maybank*  
Clerk

CERTIFIED TO BE A TRUE COPY

*Vanessa T. Maybank*  
Vanessa T. Maybank, Clerk of Council

<b>Personnel - Cost as shown on the Staffing Plan</b>	
<b>Total Personnel Costs</b>	<b>\$64,073</b>

<b>Fringe - Associated fringe costs for the personnel listed in the staffing plan</b>	
<b>Total Fringe Costs</b>	<b>\$0</b>

<b>Travel - More information on Travel can be found in 2 CFR 200.474.</b>			
<u>Event</u>	<u>Travelers</u>	<u>Purpose</u>	<u>Cost</u>
			\$0
<b>Total Travel Costs</b>			<b>\$0</b>

<b>Equipment - Typically exceeds \$5000 per unit cost and has a useful life greater than 1 year. See 2 CFR 200.33.</b>			
<u>Equipment</u>	<u>Amount</u>	<u>Purpose</u>	<u>Cost</u>
			\$0
<b>Total Equipment Costs</b>			<b>\$0</b>

<b>Supplies - Supplies must be identified by item and must correlate to the purpose of the award. Miscellaneous is not sufficient. More information can be found in 2 CFR 200.317-200.326.</b>			
<u>Supply</u>	<u>Amount</u>	<u>Purpose</u>	<u>Cost</u>
			\$0
			\$0
			\$0
			\$0
<b>Total Supply Costs</b>			<b>\$0</b>

<b>Contractual - Procurements must follow 2 CFR 200 Sections 317-326</b>			
<u>Task</u>	<u>Basis for Selection</u>	<u>Details</u>	<u>Cost</u>
			\$0
			\$0
			\$0
<b>Total Contractual Costs</b>			<b>\$0</b>

<b>Construction - N/A</b>			
<u>Construction</u>	<u>Amount</u>	<u>Purpose</u>	<u>Cost</u>
	0 N/A		\$0
<b>Total Construction Costs</b>			<b>\$0</b>

<b>Other -</b>			
<u>Other</u>	<u>Amount</u>	<u>Purpose</u>	<u>Cost</u>
Outsourced marketing	\$ 10,000.00	The LDC contracts with local marketing firms for outreach, web, social media, and other marketing support. These services would be utilized to promote the EDA funds, so approximately 10% of the cost over two years would be charged to this grant.	\$ 10,000.00
Outsourced book keeping	\$ 11,000.00	The LDC will contract with a 3rd party firm for accounting, auditing, and book keeping support. The establishment of a new fund & grant would require additional back-end servicing by this 3rd party group, so approximately 10% of the cost over two years would be charged to this grant.	\$ 10,926.80
<b>Total Other Costs</b>			<b>\$20,927</b>

## **Certifications Regarding Federal Felony and Federal Criminal Tax Convictions, Unpaid Federal Tax Assessments and Delinquent Federal Tax Returns**

As discussed in Part I and Part II below, current Federal appropriations law contains certain funding prohibitions and certification requirements applicable to financial assistance awards issued with appropriated funds. Based on these requirements, DOC requires the following certifications from prospective financial assistance award recipients (also referred to below as applicants):

### **PART I-Certifications from Corporations**

None of the appropriated funds made available by relevant appropriations Acts may be used to issue a financial assistance to any corporation that:

- (a) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; and/or
- (b) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

For purposes of the below certification, a corporation is defined as an entity that has filed articles of incorporation in one of the fifty States, the District of Columbia, or the various territories of the United States or associated independent republics including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, and the U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

The below certification is required for all new financial assistance awards and for all amendments to existing financial assistance awards, that are made to corporations (as defined above) and that are funded with appropriated funds made available to the Department of Commerce pursuant to relevant appropriations Acts. This certification is further required to the extent that other appropriation Acts contain the same or substantively similar prohibitions against the issuance of financial assistance awards to certain corporations.

**Instructions:** All recipients that are corporations (as defined above) must complete paragraphs (1) and (2) below, which must be signed below by an authorized representative of the corporation. Recipients that are not corporations are not required to complete this representation.

(1) \_\_\_\_\_ [insert name of corporation] certifies that it is  is not  (check one) a corporation that was convicted of a felony criminal violation under a Federal law within the 24 months preceding the signature date of this Representation.

(2) \_\_\_\_\_ [insert name of corporation] certifies that it is  is not  (check one) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

By: \_\_\_\_\_  
*[Typed name and title of the signing individual]*  
*[Typed phone number of the signing individual]*  
*[Typed email address of the signing individual]*

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

**BUDGET INFORMATION - Non-Construction Programs**

**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		\$	\$	\$	\$	\$
2.						
3.						
4.						
5. Totals		\$	\$	\$	\$	\$

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)					\$
j. Indirect Charges					\$
k. TOTALS (sum of 6i and 6j)	\$	\$	\$	\$	\$
7. Program Income	\$	\$	\$	\$	\$

SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	\$
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS				
Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$
14. Non-Federal	\$	\$	\$	\$
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	
22. Indirect Charges:	
23. Remarks:	

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, 'New Restrictions on Lobbying.' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

**LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

\* NAME OF APPLICANT

\* AWARD NUMBER

\* PROJECT NAME

Prefix:

\* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* SIGNATURE:

\* DATE:



## ED-900A - Additional EDA Assurances for Construction Or Non-Construction Investments

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For **ALL** investments: As a duly authorized representative of the applicant, I further certify that the applicant:

1. Understands that attorneys' or consultants' fees, whether direct or indirect, expended for securing or obtaining EDA investment assistance are not eligible costs. See 13 C.F.R. § 302.10(a).
2. Understands that conflicts of interest or appearances of conflicts of interest are prohibited and may jeopardize this application or result in the forfeiture of investment funds. A conflict of interest occurs, for example, where a representative, official, employee, architect, attorney, engineer, or inspector of the applicant, or a representative or official of the federal, State or local government, has a direct or indirect financial interest in the acquisition or furnishing of any materials, equipment, or services to or in connection with the project. See 13 C.F.R. § 302.17.
3. Will comply with the reporting requirements under the Government Performance and Results Act (GPRA) of 1993 and the GPRA Modernization Act of 2010 (GPRAMA) for measuring and reporting project performance.

For **CONSTRUCTION** investments: As a duly authorized representative of the applicant, I further certify that the applicant:

1. Will operate and maintain the facility in accordance with at least the minimum standards as may be required or prescribed by applicable federal, State and local agencies for the maintenance and operation of such facilities.
2. Will require the facility to be designed to comply with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. 12101 et seq.), the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) and the Accessibility Guidelines for Buildings and Facilities regulations, as amended (36 C.F.R. part 1191), and will be responsible for conducting inspections to insure compliance with these requirements.
3. For the two-year period beginning on the date EDA investment assistance is awarded, will refrain from employing, offering any office or employment to, or retaining for professional services any person who, on the date on which the investment assistance is awarded or within the one-year (1) period ending on that date, served as an officer, attorney, agent or employee of the Department of Commerce and occupied a position or engaged in activities that EDA determines involved discretion with respect to the award of investment assistance under PWEDA. See section 606 of PWEDA and 13 C.F.R. §302.10(b).
4. Will have no facilities under ownership, lease or supervision to be utilized in this project that are listed or under consideration for listing on EPA's List of Violating Facilities.
5. Will comply with Executive Order 12699, "Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction," which imposes requirements that federally-assisted facilities be designed and constructed in accordance with the most current local building codes determined by the awarding agency or by the Interagency Committee for Seismic Safety in Construction (ICSSC) and the most recent edition of the American National Standards Institute Standards A58, Minimum Design Loads for Buildings and Other Structures.

6. Will observe and comply with federal procurement rules, as set forth in 2 C.F.R. part 200, as applicable, for award of any contracts for architectural engineering, grant administration services, or construction financed with EDA investment assistance

For **NON-CONSTRUCTION** investments: As a duly authorized representative of the applicant, I further certify that the applicant:

1. Will comply with applicable regulations regarding indirect cost rates, if indirect costs are included in the application.
2. Will comply with the requirement that this investment assistance will not provide a proprietary benefit to a private individual, for-profit corporation, or other commercial entity.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Completed on submission to Grants.gov

TITLE

APPLICANT ORGANIZATION

DATE SUBMITTED

Completed on submission to Grants.gov

**Application for Federal Assistance SF-424**

**\* 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

**\* 2. Type of Application:**

- New
- Continuation
- Revision

**\* If Revision, select appropriate letter(s):**

\_\_\_\_\_

**\* Other (Specify):**

\_\_\_\_\_

**\* 3. Date Received:**

Completed by Grants.gov upon submission.

**4. Applicant Identifier:**

\_\_\_\_\_

**5a. Federal Entity Identifier:**

\_\_\_\_\_

**5b. Federal Award Identifier:**

\_\_\_\_\_

**State Use Only:**

**6. Date Received by State:**

\_\_\_\_\_

**7 State Application Identifier:**

\_\_\_\_\_

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:**

\_\_\_\_\_

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

\_\_\_\_\_

**\* c. Organizational DUNS:**

\_\_\_\_\_

**d. Address:**

**\* Street1:**

\_\_\_\_\_

**Street2:**

\_\_\_\_\_

**\* City:**

\_\_\_\_\_

**County/Parish:**

\_\_\_\_\_

**\* State:**

\_\_\_\_\_

**Province:**

\_\_\_\_\_

**\* Country:**

\_\_\_\_\_ USA: UNITED STATES

**\* Zip / Postal Code:**

\_\_\_\_\_

**e. Organizational Unit:**

**Department Name:**

\_\_\_\_\_

**Division Name:**

\_\_\_\_\_

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:**

\_\_\_\_\_

**\* First Name:**

\_\_\_\_\_

**Middle Name:**

\_\_\_\_\_

**\* Last Name:**

\_\_\_\_\_

**Suffix:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Organizational Affiliation:**

\_\_\_\_\_

**\* Telephone Number:**

\_\_\_\_\_

**Fax Number:**

\_\_\_\_\_

**\* Email:**

\_\_\_\_\_

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

**11. Catalog of Federal Domestic Assistance Number:**

CFDA Title:

**\* 12. Funding Opportunity Number:**

\* Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Add Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  Completed by Grants.gov upon submission.

\* Date Signed:  Completed by Grants.gov upon submission.

### COMMITTEE / COUNCIL AGENDA

TO: **John J. Tecklenburg, Mayor**

FROM: Chief Luther Reynolds DEPT. Police Department

SUBJECT: DOJ CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM

REQUEST: After-the-fact approval to submit and approval to accept the 2020 Coronavirus Emergency Supplemental Funding Program  
For \$91, 997 to be used for logistics supplies and equipment.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 9, 2020

**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>Chief of Police</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Luther Reynolds</u>	<input type="checkbox"/>
<u>Grants Coordinator</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</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).

This grant was already submitted due to time constraints.

CFO's Signature: \_\_\_\_\_

**FISCAL IMPACT:** There is no match required for this grant

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*

**JOHN J. TECKLENBURG**  
*Mayor*

South Carolina

**LUTHER T. REYNOLDS**  
*Chief of Police*

## **POLICE DEPARTMENT**

### **MEMORANDUM**

To: Mayor John J. Tecklenburg  
City Councilmembers

From: Luther Reynolds, Chief of Police

Subject: FY20 Coronavirus Emergency Supplemental Funding Program

Date: June 9, 2020

The purpose of this memorandum is to request approval for the application and award of the DOJ BJA **Coronavirus Emergency Supplemental Funding Program**. The grant will fund the purchase of logistics preparation and enhancement equipment for use during hurricane activation periods or other critical incidents. This will dramatically increase the Police Department's capacity for operational safety during activation. The project will fund equipment that seeks to mitigate the anticipated added complexities of conducting response and recovery operations while taking preventative measures to protect the health and safety of the workforce during the ongoing novel coronavirus pandemic. This includes but is not limited to, food, water, and shelter safety as well as communication capabilities during critical incidents. Please see the enclosed budget for more information. This grant has been expeditiously awarded due to the emergent need for funding related to this crisis.

This grant requests \$91,997 to fund this project. There is no match required. Should you have any questions regarding this project, please contact Chelsea Taylor, Grants Coordinator at [taylorch@charleston-sc.gov](mailto:taylorch@charleston-sc.gov).



**DOJ FY 2020 Coronavirus Emergency Supplemental Funding Program**  
*City of Charleston Critical Incident Logistics Preparation and Enhancements*

**EQUIPMENT**

UNITS	DESCRIPTION	UNIT COST	TOTAL
25	Web Cameras	\$ 100.00	\$ 2,500
4	Chest Refrigerator	\$ 2,030.00	\$ 8,120
4	Chest Freezer	\$ 594.00	\$ 2,376
253	ALPS Military Grade Camp Cots XL	\$ 140.00	\$ 35,420
4	5x10 Enclosed Cargo Trailer	\$ 3,300.00	\$ 13,200
1	AeroClave Decontamination System	\$ 12,694.00	\$ 12,694
1	AeroClave Portable Applicator	\$ 1,159.00	\$ 1,159
4	13,000 Watt Generator	\$ 1,410.00	\$ 5,640
			<u>\$ 81,109</u>

**SUPPLIES**

UNITS	DESCRIPTION	UNIT COST	TOTAL
4	3 Pot Coffee Brewer	\$ 540.00	\$ 2,160
10	Storage Bins/Shelving Supplies	\$ 500.00	\$ 5,000
9	Disinfectant Solution	\$ 122.00	\$ 1,098
50	Cambro Cam Insulated Food Pan Carrier	\$ 45.00	\$ 2,250
			<u>\$ 10,508</u>

**OTHER**

UNITS	DESCRIPTION	UNIT COST	TOTAL
2	Shipping & Handling	\$ 190.00	\$ 380
			<u>\$ 380</u>
		Federal Share	\$ 91,997
		Non-Federal Share	\$ -
		Total	<u><u>\$ 91,997</u></u>



**Department of Justice (DOJ)**

Office of Justice Programs

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Office of the Assistant Attorney General

Washington, D.C. 20531

June 5, 2020

The Honorable John Tecklenburg  
City of Charleston  
116 Meeting Street  
Charleston, SC 29401-2216

Dear Mayor Tecklenburg,

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Charleston for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$91,997. These funds are for the project entitled City of Charleston Critical Incident Logistics Preparation and Enhancements.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Charleston accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Gale W. Farquhar, Program Manager at (202) 598-9522; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Encl.



**Department of Justice (DOJ)**  
Office of Justice Programs  
*Office of Civil Rights*

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*Washington, DC 20531*

June 5, 2020

The Honorable John Tecklenburg  
City of Charleston  
116 Meeting Street  
Charleston, SC 29401-2216

Dear Mayor Tecklenburg,

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

PAGE 1 OF 16

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Charleston 116 Meeting Street Charleston, SC 29401-2216		4. AWARD NUMBER: 2020-VD-BX-1487	
2a. GRANTEE IRS/VENDOR NO. 576000226		5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022	
2b. GRANTEE DUNS NO. 077990786		6. AWARD DATE 06/05/2020	7. ACTION  Initial
3. PROJECT TITLE City of Charleston Critical Incident Logistics Preparation and Enhancements		8. SUPPLEMENT NUMBER 00	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).		9. PREVIOUS AWARD AMOUNT \$ 0	
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C		10. AMOUNT OF THIS AWARD \$ 91,997	
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.034 - Coronavirus Emergency Supplemental Funding Program		11. TOTAL AWARD \$ 91,997	
15. METHOD OF PAYMENT GPRS			
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL John Tecklenburg Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY APPROVAL			
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR X FUND CODE B BUD. ACT. VD OFC. 80 DIV. REG. 00 SUB. 00 POMS AMOUNT 91997		21. VVDUGT1563	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-VD-BX-1487

AWARD DATE 06/05/2020

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 3 OF 16

PROJECT NUMBER 2020-VD-BX-1487

AWARD DATE 06/05/2020

*SPECIAL CONDITIONS*

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 4 OF 16

PROJECT NUMBER 2020-VD-BX-1487

AWARD DATE 06/05/2020

*SPECIAL CONDITIONS*

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



Department of Justice (DOJ)  
Office of Justice Programs  
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**AWARD CONTINUATION  
SHEET**  
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*SPECIAL CONDITIONS*

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [https:// bja.gov/ Funding/ nepa.html](https://bja.gov/Funding/nepa.html), for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



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AWARD DATE 06/05/2020

*SPECIAL CONDITIONS*

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.



**Department of Justice (DOJ)**

Office of Justice Programs

*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File  
**From:** Orbin Terry, NEPA Coordinator  
**Subject:** Categorical Exclusion for City of Charleston

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.



Department of Justice (DOJ)  
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**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER

2020-VD-BX-1487

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This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Gale W. Farquhar  
(202) 598-9522

2. PROJECT DIRECTOR (Name, address & telephone number)

Chelsea Taylor  
Grants Coordinator  
80 Broad Street  
Charleston, SC 29401-2901  
(843) 720-3782

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

City of Charleston Critical Incident Logistics Preparation and Enhancements

5. NAME & ADDRESS OF GRANTEE

City of Charleston  
116 Meeting Street  
Charleston, SC 29401-2216

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 91,997

10. DATE OF AWARD

06/05/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF

## Problem Statement

As a major urban center, the City of Charleston has unfortunately served as a hotspot for the ongoing novel coronavirus (COVID-19) pandemic in South Carolina. Despite a nationwide emergency declaration, PPE has been difficult to locate but the City continues to sufficiently stockpile through private vendors. With hurricane season rapidly approaching, the City is at risk of facing an unprecedented and potentially catastrophic scenario of dealing with the aftermath and recovery of both a major hurricane as well as the ongoing pandemic. This proposal seeks to procure equipment that will allow the City Emergency Management Department to mitigate some of the anticipated challenges to disaster operations posed by COVID-19 to ensure the prioritization for life safety, life sustainment, and workforce protection.

In preparing for the 2020 hurricane season, the City has reviewed their response and recovery plans and identified gaps that could potentially be exacerbated by the novel coronavirus. This proposal requests funding for equipment that seeks to mitigate the anticipated added complexities of conducting response and recovery operations while taking preventative measures to protect the health and safety of the workforce. The FEMA National Response Framework (NRF) defined community services that enable the continuous operation of critical government and business functions that are essential to human health and safety or economic security. The proposed project covers the “Food, Water, and Shelter” and “Communications” community lifelines identified by FEMA. The project focuses primarily on three topic areas:

1. The safe movement of law enforcement in potentially high physical transfer areas, such as congregate housing, enclosed spaces, and distribution centers.

2. Ensuring access to cleaning and disinfection equipment for public spaces, congregate housing, and distribution centers.
3. The facilitation of virtual command operations to increase capacity of social distancing while maintaining standard communication capabilities.

### **Funding Justification**

Due to the need for operational safety and rapid communication capabilities, police officers are unable to explore options such as non-congregate sheltering during critical incidents. During Hurricanes Florence and Dorian, officers were required to shelter in large school gymnasiums or malls and generally set up in close quarters where each air mattress or cot was used by two officers who alternated by shift. The cots currently in possession by the City are aging and many have had to be discarded due to malfunctioning parts. The procurement of new, military-grade cots for our officers not only limits the need for officers to share resources such as air mattress pumps, but it also allows for officers to be allocated their own cot and not have to share with another officer on the opposing shift.

A major source of hardship has been the distribution of food and water during critical incidents for officers stationed in hard-to-reach areas. The City of Charleston encompasses several low-lying barrier islands that risk being cut off from the main peninsula during severe weather events due to flooding or destruction of main thoroughfares. Teams located in the vulnerable areas of the City need to be self-sustainable for an undeterminable amount of time depending on the severity of the event. The Police Department's Fleet Operations Unit has designed a "mobile food/water storage unit" that will be deployed to each of the four locations where officers seek shelter during storms. The unit will consist of a 5x10 enclosed cargo trailer, refrigerator, freezer,

grill, generator, and coffee pot. Officers will be able to store dry/wet foods and water for a period of time until main thoroughfares are cleared and critical infrastructure is operationally revived.

After experiencing issues with securing meals for first responders during activation periods, the City formalized an agreement with the Red Cross and Salvation Army to serve hot meals when grocery stores begin to shut down and interstate lanes are reversed to facilitate evacuations from the area. To minimize the contact at distribution locations, the City requests insulated food pan carriers that will be separated by teams. Each team will have a designated individual who will wear the appropriate PPE when handling food and safely distribute to personnel in an effort to minimize physical transfer.

One top priority of the Charleston Police Department is the stabilization of communication lifelines as operational adaptations during a severe event may rely heavily on virtual coordination among Command Staff. During the COVID-19 crisis, the CPD has found benefit in the establishment of virtual meetings used to develop daily situation reports. In the absence of the webcam devices, Commanders have been relegated to using their cellphone devices, effectively inhibiting them from telephonic communication with others during virtual meetings. In the event of a crisis, it will not only be important to have video access to the Commanders dispatched to external shelter locations, but also to allow for the social distancing of Commanders who are sheltering in the same location.

Finally, the City requests assistance to maintain a sanitized environment during critical incidents. The Incident Command System (ICS) for municipal emergency operations is centralized on the peninsula and as such necessitates sufficient disinfectant equipment to sanitize congregate housing areas and public spaces that are utilized to coordinate preparation, response and recovery

operations. All external operations and first responder sheltering locations will be equipped with sanitizing equipment and other PPE; however, the central ICS post would benefit greatly from a decontamination system capable of sanitizing large common spaces in a short period of time.