

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. **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 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 (\$9,999,524), 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@safeairsystems.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
Order Total:	54,134.85

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"/>	<u>Edmund Most</u>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Jason Kronsberg</u>	<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

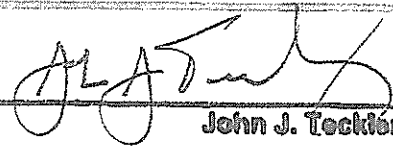
on 5/29/20

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Mitchell, Dept 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, 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.



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 & 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 & 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.

Patterson Pope, Inc.

Date

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>Wesley Rafterree</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

cc

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-00016378-3
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
-------	-------	-------------	------	------	------	------------	------------	----------------

Hardware & Services:

IE Professional Services

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

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
-------	-------	-------------	--------------	------	------	------	--------------------	--------------------	---------------------	---------------------

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 704-643-6242
ldabba@ineteng.com rjenkins@ineteng.com

SUBJECT: City of Charleston - FLEX

A-FLEX

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 & CGX Agent RTU	Annual	60	1	Each	\$0.00	\$0.00	\$0.00	\$0.00	
46	A-FLEX-JX-AGT-PAK	CGX 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	
									Sub-Total	\$3,092.40	\$15,462.00

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/a/e/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



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

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. DeBoer* Deputy CFO to Mayor/Whelan 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 He³ 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
	TOTAL		\$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						
	TOTAL		\$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 & 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
	Total	\$38,353.13	\$76,706.26

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

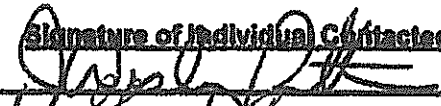
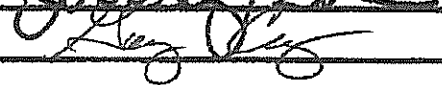
*****This will be a turnkey product from the awarded vendor.**

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

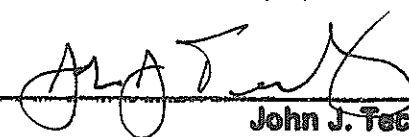
Balance in Account \$1,754,871.10 Amount needed for this item \$40,016.30 *cc*

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-02603-2
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"/>
<u>Police Department</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>HAS been</u>	<input type="checkbox"/>
<u>Procurement Director</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Luther Reynolds</u>	<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 200000 Account #: 52008 *01Y*

Balance in Account \$109,851.39 Amount needed for this item \$28,231.00

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

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 Masks and Filters

Vendor: Dana Safety Supply

Date: 6/1/2020 *PR 202249*

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

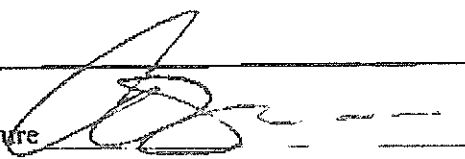
This is a request to purchase additional gas mask filters and gas masks. Our current cache of filters were utilized during recent civil domestic disturbances which occurred in the City. This was at a rate for which the department is not normally operating. In addition the current gas masks being utilized 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
Order Total	28,231.00

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 af
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: [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: 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
Print Time	02:29:36 PM
Page No.	1

Amount Shipped	0.00
Open Order	12,200.00

Subtotal	12,200.00
Freight	125.00
9.000 % Sales Tax	1,091.25
Order Total	13,416.25

Printed By: Paul Hartline

3j.)

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

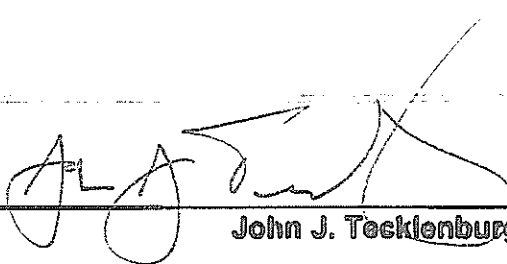
If yes, provide the following: Dept./Div.: 200000 Account #: 52008
Balance in Account 81,620.39 Amount needed for this item \$50,383.84
~~\$50,383.84~~

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

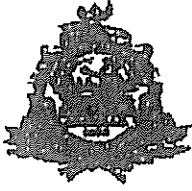
NEED: Identify any critical time constraint(s).

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 <donotreply@galls.com>
 Sent: Tuesday, June 2, 2020 2:47 PM
 To: Sommerfeldt, Brian <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

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 #:

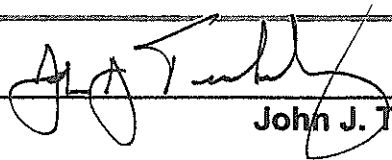
Balance in Account Amount needed for this item

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.

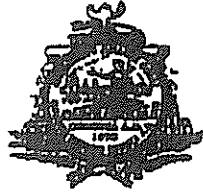
First, businesses are in desperate need of working capital. Often this is the most difficult type of financing to secure, but it is the most vital to creating jobs and keeping people employed. The federal Paycheck Protection Program, in response to the COVID-19 crisis has provided a temporary stopgap 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

Raymond L. Smith

THE CITY OF CHARLESTON

By: Joseph P. Riley, Jr. Mayor

Its: Mayor

WITNESSES

[Signature]

Sharon A. Brennan

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

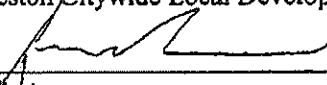
WHEREAS, the Development Corporation and the City have requested that the Government agree to the Award being transferred to the Development Corporation as the Successor Grantee.

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 8th 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

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

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

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

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

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 200.317-200.318.			
<u>Supply</u>	<u>Amount</u>	<u>Purpose</u>	<u>Cost</u>
			\$0
			\$0
			\$0
			\$0
Total Supply Costs			\$0

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

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

Other -			
<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
Total Other Costs			\$20,927

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

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: <input type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> 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.):

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

Attach supporting documents as specified in agency instructions.

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:

* Date Signed: