

City Hall
80 Broad Street
January 26, 2016
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Riegel
2. Approval of Minutes:
 - a.) January 12, 2016
3. Bids and Purchases
4. Police Department: Approval to submit the FFY2017 SC Department of Public Safety Grant in the amount of \$231,998 to fund and outfit 2 new traffic officers for the Traffic Enforcement Team. No City match is required.
5. Fire Department: Approval to submit a FEMA grant application in the amount of \$860,682 to purchase a heavy rescue vehicle. Due to time constraints, this grant was submitted on January 15, 2016. A City match in the amount of \$86,068 will be budgeted in 2017.
6. Office of Cultural Affairs: Approval to submit a grant application to Arts Midwest Big Read in the amount of \$10,000 for the 2016 MOJA Arts Festival. A City match in the amount of \$10,000 is required. The match will come from paid admissions, SCAC grant aid, and foundation grants.
7. Police Department: Approve an extension to the Agreement between Bayside Apartments, L.P. and the Charleston Police Department which allows the Police Department to provide patrol services and a liaison officer to the property.
8. Traffic and Transportation: Approve a Resolution between the South Carolina Department of Transportation and the City of Charleston for Clements Ferry Road Advance Clearing and Resurfacing Project
9. The Committee on Real Estate: (Meeting was held Monday, January 25th at 3:00 p.m., City Hall, First Floor Conference Room, 80 Broad Street)
 - a.) Request approval of the Resolution granting the Mayor discretion not to terminate the Purchase and Sale Agreement dated December 15, 2015, between the City of Charleston and 99 WestEdge Developer, LLC (TMS: a portion of 460-00-00-013; 99 WestEdge)
 - b.) Request approval of the Resolution expressing the City's intention to reimburse from the first available TIF bond proceeds both the City and MUSC for any costs incurred on account of either party's agreement to guaranty certain costs for public improvements supporting WestEdge relating to the infrastructure payment required in the Purchase and Sale Agreement dated December 15, 2015 for the sale of a portion of 180 Lockwood [TMS: a portion of 460-00-00-013; Horizon Redevelopment Project Area (the "TIF District"), 99 WestEdge]

- c.) Authorize Mayor to execute the attached Lease Amendment between the City (Landlord) and Member II, Inc. (Tenant) whereby the City agrees to allow Tenant, as part of a restaurant kitchen improvement project, to install an above ground grease trap and a vent-less hood with a fire suppression system. (TMS: 459-09-03-147; Ann Street – Visitor’s Center Parking Garage – Retail Space) [Ordinance]

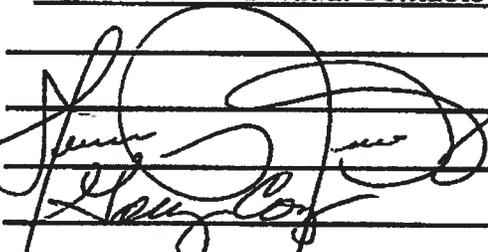
COMMITTEE / COUNCIL AGENDA

3.)

TO: John J. Tecklenburg, Mayor
FROM: Hernan E. Peña, Jr. DEPT. Traffic & Transportation
SUBJECT: PEDESTRIAN POLES AND DUAL BEACONS
REQUEST: Approval to purchase Pedestrian Poles and Dual Beacons from Temple, Inc., PO Box 2066, Decatur, Alabama 35602-2066.
State Contract #4400005030

COMMITTEE OF COUNCIL: Ways & Means DATE: January 26, 2016

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"/>
Traffic & Transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 230000 Account #: 52022 *KAM*

Balance in Account *of* 64,000 Amount needed for this item \$52,435.86

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, 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.

Temple, Inc.

P.O. Box 2066
 Decatur, Alabama 35602-2066
 Phone 1-800-633-3221
 Fax (256) 353-4578



Serving the South Since 1954!

Quote No. SC2015C1214

Troy Mitchell
 City of Charleston
mitchellt@Charleston-sc.gov

SCDOT State Contract # 4400005030

PR156493

DATE	December 14, 2015
NET 30	
DELIVERY	6 to 8 Weeks, A.R.O.
SALESMAN	Dennis Little

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by **Temple, Inc.** All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by **Temple, Inc.** before final acceptance. Freight will be prepaid and allowed unless otherwise noted on this quotation.

Quantity	Description	Price	Amount
6	<u>Dual Beacon/Model R247 Dual, Yellow, to include:</u> 1 R247-20w-Y-YY, Yellow Housing and LED 1 45RDV, Vertical Mounting <i>Shipping Included</i>	\$ 3,037.50	\$ 18,225.00
6	<u>15', 4.5" Alum Ped Pole/Model PB-5100-15-PNC, Alum</u>	\$ 280.00	\$ 1,680.00
6	<u>Alum Sq Ped Base/Model PB-5335-1S-PNC w/ PB-5306 Anchor Bolts, Alum</u> <i>Shipping Included</i>	\$ 148.99	\$ 893.94
8	<u>Dual Beacon/Model R247 Dual, Green to include:</u> 1 R247-20w-G-G-Y, Green Housing and Yellow LED 1 45RDV, Vertical Mounting <i>Shipping Included</i>	\$ 3,037.50	\$ 24,300.00
8	<u>15', 4.5" Alum Ped Pole/Model PB-5100-15-P30, Green</u>	\$ 266.13	\$ 2,129.04
8	<u>Alum Sq Ped Base/Model PB-5335-1S-P30 w/ PB-5306 Anchor Bolts, Green</u> <i>Shipping Included</i>	\$ 137.50	\$ 1,100.00
		Total:	\$ 48,327.98

NOTE:

Tax will be added if applicable.
 Freight not included unless noted on quote.
 Temple, Inc. reserves the right to charge 3 - 5% on all credit card purchases.

Quote Valid For 30 Days.

SALESPERSON

COMMITTEE / COUNCIL AGENDA

4.)

TO: John Tecklenburg, Mayor
FROM: Stephen A. Bedard DEPT. BFRC
SUBJECT: POLICE DEPARTMENT- SC DEPARTMENT OF PUBLIC SAFETY-OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
REQUEST: To approve submission of the FFY2017 SC Department of Public Safety Grant in the amount of \$231,998 to fund and outfit 2 new traffic officers for the Traffic Enforcement Team.

COMMITTEE OF COUNCIL: W&M DATE: January 26, 2016

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

	Yes/	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A. J. Andrews	<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	A. J. Andrews	<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	J. D. Miller	<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cherrie-Lyn Cole	<input type="checkbox"/>

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

No City Match Required

Mayor's Signature: _____
John 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.

**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
HIGHWAY SAFETY GRANT APPLICATION**

Grant #
App #

To Be Completed by Project Director

Section 1

County Name:
Other county/counties this project will serve:

Section 2

Project Location:

Section 3

Program Area:

Section 4

Project Period:
Begin:
End:

Section 5

Grant Period:
Begin:
End:

Section 6

Project Title:

Section 7

Project Summary:
The purpose of this project is to onboard and outfit 2 Traffic Enforcement Officers to support the City of Charleston, SC's traffic enforcement plan. The Traffic Enforcement Unit aims to reduce speeding activity, high collision rates, and other forms of driver noncompliance.

Section 8

Type of Application
b. Year of Funds :
Do you plan to apply for additional years of funding after 1st year?

Section 9

a. Organization Type :
Other:(Specify)
b. U. S. Congressional District

Section 10

Agency DUNS number*:
(fedgov.dnb.com/webform)

* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

Agency Name

USE WHOLE DOLLARS ONLY		BUDGET DESCRIPTION			Page 2	
CATEGORIES	GRANTOR	CASH MATCHING FUNDS	TOTAL FUNDS			
1. PERSONNEL						
A. SALARIES						
Position Title	Annual Salary/Rate	X	% of Time On Project			
Police Officer - Traffic Enforcement	42,447		100	\$42,447	\$0	\$42,447
Police Officer - Traffic Enforcement	42,447		100	\$42,447	\$0	\$42,447
TOTAL SALARIES:				\$84,894	\$0	\$84,894
B. FRINGE BENEFITS, EMPLOYER PORTION:						
<small>(Itemize - i.e FICA, Work, Comp, Retirement, etc.)</small>						
Description	% or Rate		X Base			
Social Security & Medicare (FICA)	7.65		84,894	\$6,494	\$0	\$6,494
Retirement	13.74		84,894	\$11,664	\$0	\$11,664
Worker's Compensation Insurance	3.41		84,894	\$2,894	\$0	\$2,894
Unemployment Insurance	0.1507		84,894	\$128	\$0	\$128
Health Insurance	17.82		84,894	\$15,130	\$0	\$15,130
Other:	Variable (Life		84,894	\$278	\$0	\$278
TOTAL FRINGE BENEFITS				\$36,588	\$0	\$36,588
TOTAL PERSONNEL:				\$121,482	\$0	\$121,482
CONTRACTUAL SERVICES:						
<small>(Describe services to be performed)</small>						
Annual Cellular Service Plans (2 Officers)				\$2,186	\$0	\$2,186
Body Camera Video Storage (2 Officers)				\$1,440	\$0	\$1,440
TOTAL CONTRACTUAL SERVICES				\$3,626	\$0	\$3,626
TRAVEL:						
<small>(Itemize-include mileage, airline cost, lodging, parking, per diem)</small>						
<small>In-State Travel:</small>						
Traffic Services Enforcement Mileage (16,000 x 2= 32,000 x 0.5				\$18,080	\$0	\$18,080
<small>Out-of State Travel:</small>						
				\$0	\$0	\$0
TOTAL TRAVEL:				\$18,080	\$0	\$18,080

State

(Please use the Name/Address above instead of this field)
 Name and Address of Implementing Agency

10 Digit Zip

(Area) Phone #:

(Area) Fax #:

COMPLETE PAGES 2-5 BEFORE COMPLETING THIS SECTION

Section 11

BUDGET

Use whole dollars only (For example: \$1,500 not \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
A321 Personnel	<input type="text" value="\$121,482"/>	<input type="text" value="\$0"/>	<input type="text" value="\$121,482"/>
A331 Contractual Services	<input type="text" value="\$3,626"/>	<input type="text" value="\$0"/>	<input type="text" value="\$3,626"/>
A341 Travel	<input type="text" value="\$18,080"/>	<input type="text" value="\$0"/>	<input type="text" value="\$18,080"/>
A351 Equipment	<input type="text" value="\$86,452"/>	<input type="text" value="\$0"/>	<input type="text" value="\$86,452"/>
A371 Other	<input type="text" value="\$2,358"/>	<input type="text" value="\$0"/>	<input type="text" value="\$2,358"/>
TOTAL:	<input type="text" value="\$231,998"/>	<input type="text" value="\$0"/>	<input type="text" value="\$231,998"/>

Section 12

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS

Other (Explain):

USE WHOLE DOLLARS ONLY		BUDGET DESCRIPTION			Page 2	
CATEGORIES			GRANTOR	CASH MATCHING FUNDS	TOTAL	
1. PERSONNEL						
A. SALARIES						
Position Title	Annual Salary/Rate	X	% of Time On Project			
Police Officer - Traffic Enforcement	42,447		100	\$42,447	\$0	\$42,447
Police Officer - Traffic Enforcement	42,447		100	\$42,447	\$0	\$42,447
TOTAL SALARIES:				\$84,894	\$0	\$84,894
B. FRINGE BENEFITS, EMPLOYER PORTION:						
<small>(Itemize - Le FICA, Work, Comp, Retirement, etc.)</small>						
Description	% or Rate		X Base			
Social Security & Medicare (FICA)	7.65		84,894	\$7,412	\$0	\$7,412
Retirement	13.74		84,894	\$13,313	\$0	\$13,313
Worker's Compensation Insurance	2.99		84,894	\$2,894	\$0	\$2,894
Unemployment Insurance	0.1507		84,894	\$146	\$0	\$146
Health Insurance	15.62		84,894	\$15,130	\$0	\$15,130
Other:	Variable (Life)		84,894	\$316	\$0	\$316
TOTAL FRINGE BENEFITS				\$39,212	\$0	\$39,212
TOTAL PERSONNEL:				\$124,105	\$0	\$124,105
CONTRACTUAL SERVICES:						
<small>(Describe services to be performed)</small>						
Annual Cellular Service Plans (2 Officers)				\$2,186	\$0	\$2,186
Body Camera Video Storage (2 Officers)				\$1,440	\$0	\$1,440
TOTAL CONTRACTUAL SERVICES				\$3,626	\$0	\$3,626
TRAVEL:						
<small>(Itemize-include mileage, airline cost, lodging, parking, per diem)</small>						
<small>In-State Travel:</small>						
Traffic Services Enforcement Mileage (16,000 x 2= 32,000 x 0.5				\$18,080	\$0	\$18,080
<small>Out-of State Travel:</small>						
				\$0	\$0	\$0
TOTAL TRAVEL:				\$18,080	\$0	\$18,080

USE WHOLE DOLLARS ONLY	BUDGET DESCRIPTION			Page 3
CATEGORIES	GRANTOR	CASH MATCHING FUNDS	TOTAL	
IV. EQUIPMENT:				
<small>(Itemize - DO NOT Use Brand Names. DO NOT include leased or rented items.)</small>				
ITEM	QUANTITY			
Police Vehicle	2	\$25,096	\$0	\$25,096
Painting & Vehicle Outfitting	2	\$10,384	\$0	\$10,384
Computer Mount	2	\$2,100	\$0	\$2,100
In-Car Radar Unit & Installation	2	\$6,642	\$0	\$6,642
Handheld LIDAR Unit	2	\$5,450	\$0	\$5,450
Ruggedized Laptop & Accessories	2	\$6,040	\$0	\$6,040
In-Car Radio System	2	\$7,600	\$0	\$7,600
In-Car Camera System	2	\$10,980	\$0	\$10,980
Walkie & Accessories	2	\$7,800	\$0	\$7,800
Taser & Accessories	2	\$2,300	\$0	\$2,300
Protective Vest	2	\$2,060	\$0	\$2,060
TOTAL EQUIPMENT:		\$86,452	\$0	\$86,452
V. OTHER:				
Body Camera with License (2)		\$1,358	\$0	\$1,358
Flashlight & Accessories (2)		\$240	\$0	\$240
Computer Licenses & Software (2)		\$760	\$0	\$760
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
TOTAL OTHER:		\$2,358	\$0	\$2,358
TOTAL PROJECT COST:		\$231,998	\$0	\$231,998

BUDGET NARRATIVE

BUDGET DESCRIPTION: List items under each Budget Category heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. Please provide descriptions only. No dollar amounts should be provided.

Personnel**Salaries**

Funds will be used to onboard two police officers. The officers will be assigned and will expand the Charleston Police Department's Traffic Enforcement Unit under the SCDPS Highway Safety Grant Program.

Fringe Benefits

The grant will provide the following for the two police officers: Social Security and Medicare (FICA), overtime, Retirement, Worker's Compensation Insurance, Health Insurance, Dental, Disability, Life Insurance, and Unemployment.

Contractual**Annual Cellular Service**

The service costs include the data costs for the mobile computer air card (for data) and for the 2 employee cell phones. The costs are monthly expenses limited to the grant's period of performance.

Body Camera Video Storage

The video data generated by each body camera is stored in a CIFS-compliant cloud server, which requires a fee of \$60/camera/month. The costs are monthly expenses limited to the grant's period of performance.

Travel**Traffic Services Enforcement Mileage**

Reimbursement for in-state mileage associated with traffic enforcement and approved training for the two grant funded officers.

Equipment**Police Vehicle**

Patrol vehicles for the two grant funded officers use. In accordance with the FFY17 Highway Safety Funding Guidelines, grant-funded vehicles will only be used for the detection and apprehension of impaired and/or speeding motorists. The City of Charleston will comply with the Buy America Act and regulations concerning the vehicle's appearance.

Painting & Vehicle Outfitting

The patrol vehicle outfitting packages includes cages, rear window bars, OHS required decals, and other standard modifications.

Computer Mount

The ruggedized laptops are mounted onto in-car docking stations. The mount is wired to the vehicle's battery.

In-Car Radar Unit

A unit with moving, direction-sensing radar, each placed in the two grant-funded vehicles would interdict drivers who are exceeding the speed limit. It can monitor two zones from the same camera for maximum coverage. "The purchase of police traffic radar and speed measuring devices negotiated must provide for a certification by the manufacturer that the device will meet recommended U.S. DOT standards. The contractor must also agree to assume any costs required to bring each device in compliance with the recommended standards" (SCDPS Special Conditions).

Handheld LIDAR Unit

A 8,000ft range speed detection unit for each of the two grant-funded officer's use. The portability of the unit provides greater flexibility for the officers and decreases the likelihood of early detection by offenders. "The purchase of police traffic radar and speed measuring devices negotiated must provide for a certification by the manufacturer that the device will meet recommended U.S. DOT standards. The contractor must also agree to assume any costs required to bring each device in compliance with the recommended standards" (SCDPS Special Conditions).

Ruggedized Laptop & Accessories

The laptop computers will be mounted in the grant funded patrol vehicles in order to run license plates and check records. This is standard gear for new patrol vehicles.

In-Car Radio System

The in-car radio system includes the standard communication gear, receiver, and rigging for patrol vehicles.

In-Car Camera System

A camera will be mounted in each grant funded patrol vehicle to comply with the State law that requires that DUI stops be recorded.

Walkie & Accessories

The walkie-talkies will be used by the grant funded officers for communication purposes. It is a part of standard duty equipment. This includes their carrying case, chargers and collar microphones.

Taser & Accessories

Every officer is issued a taser and holster as part of standard duty gear.

Protective Vest

Every officer is issued a ballistic vest as part of standard duty gear. The BJA Bulletproof Vest Grant Program no longer leverages support to medium-large municipalities.

Other**Body Camera w/License**

As standard duty gear and in accordance to SC State law, every patrol officer is issued one body camera. This purchase includes 2 cameras and 2 licenses to access the IRSA interface to transfer video data to the department and to the Solicitor's Office.

Computer Licenses & Software

The ruggedized laptop required software and software licenses to access the Department's Record Management System (RMS) and to write and send reports or emails. The costs are initial and/or monthly expenses limited to the grant's period of performance.

Flashlight & Accessories

Every officer is issued a flashlight, charger, and holster as part of standard duty gear.

BUDGET NARRATIVE (Continued)		Page 5
BUDGET DESCRIPTION: List items under each Budget Category heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. Please provide descriptions only. No dollar amounts should be provided.		

GRANT NO.

Page 6

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State agencies whose annual audit is covered by the State Auditor's Office do not have to complete this form.

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter, if applicable, to:

Craig Luccy
Senior Accountant
S.C. Department of Public Safety
10311 Wilson Blvd.
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning Ending

1. Audit or written certification will be submitted to the Office of Highway Safety and Justice Programs
by:

(Date)

NOTE: The audit or written certification must be submitted to the Office of Highway Safety and Justice Programs, S.C. Department of Public Safety, no later than the ninth month after the end of the audit period.

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by the Office of Highway Safety and Justice Programs, S.C. Department of Public Safety, upon request.

***NOTE:** The Audit Period is the organization's fiscal or calendar year to be audited.

Failure to complete this form will result in your grant award being delayed and/or cancelled.

PROGRAM NARRATIVE

PROBLEM STATEMENT: First, define the problem exactly as it exists in your particular community. Describe the nature and magnitude of the problem using valid, updated statistical data; cite the source and date of your information. Sufficient data should be provided to prove the problem is significant and should be addressed. Include a discussion and analysis of trends in traffic-related incidents, their scope and characteristics. Data should be presented covering the past three (3) years. Second, include a discussion of your existing efforts and level of activities (current resources and programs) in dealing with the problem and why new or additional intervention/activity is needed. Attach additional pages as needed.

JURISDICTION:

An estimated 133,579 residents live within the corporate limits of the City of Charleston (2015 "Fast Facts"). This makes Charleston the 2nd largest and fastest growing city in South Carolina. The Charleston Metropolitan Statistical Area (MSA), comprising of Charleston, Berkeley, and Dorchester Counties (Tricounty area), boasts a population of over 712,000. Residents of the Tricounty area commute to the City of Charleston for work, business, recreation, and worship on a regular basis.

The City of Charleston Police Department's (CPD) jurisdiction covers 131 square miles of territory in Charleston and Berkeley counties. Additionally, the City of Charleston has been named the #1 city to visit in the United States by Conde Nast and Travel & Leisure magazines for the past 3 years. This distinction has rapidly increased the city's tourism and urbanization, drawing over 5 million visitors annually. Finally, the distinction has contributed to increased overall growth. Charleston is 1 of 3 fastest growing metropolitan areas on the Atlantic coast.

Charleston is a popular destination not only because of its historic background, but also because of its festivals, nightlife, professional sporting events, and other regional and national events. Among these are the Spoleto Festival USA with an approximate attendance of 70,000, the Southeastern Wildlife Exposition with an approximate attendance of 35,000, and the MOJA Festival with an approximate attendance of 25,000. The City of Charleston also hosts the annual Charleston Marathon and Cooper River Bridge Run, the 3rd largest ground race in the country. The Charleston Riverdogs (baseball) and Charleston Battery (soccer) sports teams both operate their stadiums within the City limits and each game can attract several thousand spectators. The Family Circle Cup Stadium on Daniel Island hosts numerous concerts and an internationally ranked tennis competition. Alcohol is sold and consumed nearly all of these events.

The City is also home to 5 institutions of higher education. These universities have a combined enrollment of over 17,000 students. According to the National Highway Traffic Safety Administration, "speeding was a contributing factor in 30 percent of all fatal crashes," in 2012. Of those fatal speeding collisions, 37% and 19% were college-age (21-24 year old) adult males and females, respectively. This large number of college students in a concentrated area makes the enforcement of driving laws critical to the safety of the community.

PROBLEM STATEMENT:

The draw for tourists, multitudes of young student drivers, and long commutes to the city center has incidentally increased traffic collisions in the CPD jurisdiction. While violent crime has decreased over the past 10 years in Charleston, traffic-related fatalities are on the rise [SEE: Violent Crime & Incident Data]. It is up to the CPD to stay one step ahead.

In the last 5 years, Charleston County has consistently been one of the top counties in South Carolina for high fatality, injury, and property-damage collisions. However, Charleston dropped from #1 to #3 in state rankings from 2009-2013 for fatal and severe injury crashes. Furthermore, it has dropped from #5 to #8 in the state for fatal and severe injury crashes related to DUI. Nevertheless, the booming population generates a greater volume of collisions, as detailed below.

As the population of the Charleston MSA increases, so does the probability of vehicle collisions and fatalities. Between the 2000 and 2010 Census surveys, the Charleston-N. Charleston MSA nearly doubled in population, spiking from 549,033 to 648,090 citizens. In 2014, the MSA was ranked #17 in the nation for fastest growing metropolitan areas. The number of collision-related fatalities has risen to 2011 rates. Over the past 5 years, the frequency of collisions has increased by 22.86%. The state of infrastructure requires the most careful of drivers to safely navigate the daily commute. However, Grade "D" interstates, high volume traffic, and non compliant drivers have made SC #1 in the nation in freeway and expressway speeding-related fatalities (NHTSA, 2012). It is important that officers enforce speeding regulations and instill a culture of precaution and respect on Charleston's roadways.

CITY OF CHARLESTON TRAFFIC SERVICES DATA:

The following statistics demonstrate the volume of collisions and fatalities in the City of Charleston. The number of both collisions and fatalities has increased from 2013-2015:

2015: 7359 Collisions; 14 Fatalities*
 2014: 6564 Collisions; 12 Fatalities
 2013: 6063 Collisions; 6 Fatalities
 2012: 5899 Collisions; 9 Fatalities
 2011: 5677 Collisions; 14 Fatalities
 *Valid as of 12-30-2015

The CPD conduct 7 DUI checkpoints in 2015.

PERSONNEL NEED:

The CPD has 3 patrol divisions, 7 teams and a traffic enforcement unit. CPD personnel are active participants in the Law Enforcement Network (LEN). Participation in LEN includes participation in joint traffic safety checks points and enforcement saturations. The Network also recommends practices to improve traffic enforcement. However, budget cutbacks at the City, the sheer increase in regular and commuting population, and the growing number of special events places a strain on patrol personnel. Enlarging the Traffic Unit by 2 officers will allow the CPD to increase coverage and enforcement. In turn, the number of citations would increase while the number of collision-related injuries and fatalities would decrease.

The 2 traffic officers would also better support the management of the monthly Victim Impact Panels and the revitalized Mothers Against Drunk Driving (MADD) program. With the newly established Community Outreach Office, the expanded Traffic Unit would have a professional and dedicated officer to coordinate Public-Safety Announcements and public education opportunities at the Departments children's programs: Camp Hope and Friday Night Lights.

SOURCES:

National Highway Traffic Safety Association (NHTSA). (2012). 2012 Traffic Safety Facts. <http://www-nrd.nhtsa.dot.gov/Pubs/812021.pdf>

SC Department of Employment & Workforce. (December 2015). Community Profiles: Charleston County. <http://lmi.dew.sc.gov/lmi%20site/Documents/CommunityProfiles/21016700.pdf>

US Census Bureau. (May 2015) Release Number: CB15-56 New Census Bureau Population Estimates Reveal Metro Areas and Counties that Propelled Growth in Florida and the Nation. <https://www.census.gov/newsroom/press-releases/2015/cb15-56.html>

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PROGRAM NARRATIVE
PROGRAM GOAL(S): Describe the broad, long-term goals of the program and indicate the change(s) or outcome(s) anticipated.
<ol style="list-style-type: none">1) To decrease fatal traffic collisions in the City of Charleston by 7.14%, from 14 to 13, by the end of the grant period.2) To decrease the total number of traffic collisions in the City of Charleston by 5%, from 7359 to 6991 by the end of the grant period.3) To decrease the total number of traffic-related injuries in the City of Charleston by 5%, from 7301 to 6935 by the end of the grant period.
IMPACT INDICATOR(S): State how accomplishments of the program goal(s) listed above will be measured.
<ol style="list-style-type: none">1) Statistics shall be obtained from the South Carolina Department of Public Safety to verify that fatal traffic collisions in the jurisdiction of the City of Charleston are decreasing by the end of the grant period.2) Statistics shall be obtained from the South Carolina Department of Public Safety to verify that traffic collisions in the jurisdiction of the City of Charleston are decreasing by the end of the grant period.3) Statistics shall be obtained from the South Carolina Department of Public Safety to verify that traffic-related injuries in the jurisdiction of the City of Charleston are decreasing by the end of the grant period.

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PROGRAM NARRATIVE
<p>SPECIFIC OBJECTIVE(S): Objectives are quantifiable statements of the activities/tasks that will be implemented to fulfill project goals. They must be stated in measurable terms for specific time periods.</p> <ol style="list-style-type: none">1) The Charleston Police Department will maintain and outfit two (2) additional officers on the Traffic Enforcement Unit, dedicating 100% of grant-funded time and effort toward the grant goals.2) To conduct a minimum of one (1) traffic safety checkpoint per month through September 30th 2017.3) To issue monthly press releases to local media outlets detailing the activities of the CPD Traffic Enforcement Team.4) To have each grant-funded officer maintain a daily log of contacts made in the course of the grant period.5) To participate actively in the 9th Judicial Circuit Law Enforcement Network (LEN).6) To participate in all aspects (enforcement, education, and media) of the Sober or Slammer Campaign activities during FFY 2016.7) To submit work schedules with the monthly report forms.8) To submit the Monthly Enforcement Data Report Form by the tenth (10th) of the month for the previous month.9) To conduct at least six (6) educational presentations during the grant year for schools, churches, businesses, or civic groups on the dangers of impaired driving and the activities of the Traffic Enforcement Unit.
<p>PERFORMANCE INDICATOR(S): State exactly how each objective will be measured. Performance indicators must be matched to each specific program objective listed above.</p> <ol style="list-style-type: none">1) The grant-funded traffic-related positions will be hired in accordance with standard departmental procedures. The equipment will be bid and purchased in accordance with the state procurement procedures while following the federal guidelines and the city procurement procedures.2) Locations, dates, and times of checkpoints and summary data of checkpoint results.3) The number of press releases and public safety outreach opportunities, recorded in grant progress reports.4) Statistics regarding traffic violation citations issued by officers assigned to the Traffic Unit in the CompStat meetings, with particular emphasis on speeding and collisions.5) Participation rosters for the Law Enforcement Network meetings.6) Traffic safety check point logs and monthly reports.7) Work schedules will be submitted with the Monthly Enforcement Data Report Form to the Office of Highway Safety.8) Summary data regarding traffic violation citations issued by officers assigned to the Traffic Unit in the CompStat meetings.9) Press releases and other evidence of educational presentations; number of presentations conducted.

PROGRAM NARRATIVE

PROJECT NARRATIVE: Provide a comprehensive step-by-step description of the project, indicating the tasks and activities to be employed to address the problem outlined on Page 7. Detail **what** will be accomplished, **how** activities will be implemented, and **who** will perform the tasks. Each specific objective should be addressed, including an explanation of how it will be achieved. Use additional pages as necessary.

Selection

The Charleston Police Department will add two (2) officers assigned to the Traffic Enforcement Unit. Selection will be based on the CPD's hiring guidelines. The Charleston Police Department will announce the position following notification of the grant award and schedule the related vetting procedures.

Activities

The City of Charleston is dedicated to traffic safety. It was recently recognized as the 2015 South Carolina Traffic Safe Community of the Year for its efforts. The 2 grant-funded officers will support this title through 100% effort on traffic law enforcement. By using heatmaps to pinpoint high incident areas, officers will use their time and resources most efficiently. In addition, the officers will dedicate particular attention to speeding, DUI and seatbelt safety violations in correspondence to the CPD's media and outreach efforts. Incident data will be recorded with the CPD's Crime Analysis Unit.

The officers will work rotating schedules on Monday thru Friday from 6am until 8pm. In 2015, over 85% of collisions took place between those hours. In 2014, 84.7% of collisions took place between those hours. The officers will focus on a reduction of traffic collisions through targeted enforcement during these high-collision times. The officers will evaluate their effectiveness on a regular basis and adjust their geographical location, patrol hours, and method of patrol to increase their effectiveness.

Special Activities

The officers will attend public gatherings and training opportunities as requested.

Educational Outreach & Media

The grant-funded officers will conduct presentations for schools and community groups. These officers will rotate turns facilitating the monthly the Victim Impact Panels hosted at the Charleston Police Department.

These individuals would also coordinate with Charleston County School District and the CPD's Camp Hope and Friday Night Lights programs to conduct traffic safety presentations to student audiences. This includes demos on bicycle safety, seatbeat usage and other knowledge tailored to the age of the group. The Department will issue press releases, Twitter and Facebook posts on the 1st year activities. The officers will promote the use of cabs and group transportation for weekend and holiday activities.

Reporting

The Crash Reduction Team officers will report to the sergeant-in-charge of the Traffic Enforcement Unit to relate their activities and effectiveness and adjust their methods, as needed. The CPD will also utilize statistical data, from internal and external sources, to determine the best methods to reduce collisions. This may also include recommendations to the Chief and new Mayor on non-policing efforts that would directly or indirectly reduce collisions in the area.

PROGRAM NARRATIVE	
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PROJECT EVALUATION: The purpose of evaluating a project is to assess how well it has been implemented in your jurisdiction and to assess the extent to which the activities funded have achieved the project's goals. In this section, describe the plan or process for assessing the impact on the highway safety problem(s) in your jurisdiction. The completed evaluation report should be included in the Final Narrative Report submitted for the project.	
<p>The Product Director and Crime Analysts will evaluate the effectiveness of this grant-funded project. The success of the project impact will be determined by the CPD's ability to realize the percent reduction outlined in the "Project Goals" section. The City's Senior Grants Accountant and the Grants Compliance Manager will insure that all equipment is acquired according to SCDPS and City procurement guidelines. The Project Director and the Senior Grants Accountant will insure that time and attendance records reflect the level of effort dedicated to the project. Records will provide an accurate status of the progress and outcome of the project.</p> <p>Evaluations of the project will be completed on a schedule to be determined by the Project Director once the grant is awarded and the project is underway. However, the Project Director will internally evaluate the efforts as part of the standard monthly CompStat meetings. This will enable the Project Director to adjust the enforcement times and efforts as needed. The Project Director will be responsible for compilation and submission of all evaluative reports generated on the project, including but not limited to the progress report and the final reports.</p>	
PROJECT CONTINUATION: Explain how the project activity will be continued after federal funding assistance is no longer available.	
<p>The Charleston Police Department will retain the 2 Traffic Enforcement Officer positions into its general operating budget to continue enhanced services. The officers would retain grant-funded equipment according to SCDPS and federal retention and disposition requirements.</p>	

PROGRAM NARRATIVE

MEDIA PLAN: Discuss your plans for announcing the award of this grant to your community through media outlets available to you. Also, please discuss how you plan to keep the public informed of grant activities throughout the entire project period. Use additional pages as needed.

If awarded, the CPD will announce the notice of grant award in the form of a press release to local media outlets. This initial announcement will establish the receipt of funding, the plan for the use of the funds provided, and the overall plan for how it will serve the community. The Charleston Police Department will also make periodic announcements using its new social media platforms to update the community on the progress of the project, community education activities and public service announcements. The Charleston Police Department will promote specialized campaigns and enforcement efforts through the media. The Charleston Police Department will also honor requests for information made by the public, private interests, and governmental agencies in reference to this grant that are made outside of the official releases.

TOTAL PROJECT AREA POPULATION: Provide the most current population figures for the area served by this project. The population of the project area may be larger than the population of the recipient unit of government (e.g., the project is a multi-jurisdictional effort) or smaller (e.g., the project targets a specific segment of the jurisdiction). Cite the source of information presented.

Total Population for county(ies):

Or City/Town:

Site source of information

AGENCY INFORMATION: (For Law Enforcement Agencies ONLY) Provide agency staff information, as well as the current level of enforcement activity for the entire department for the three previous calendar years.

Number of sworn officers in agency

Number of non-sworn staff in agency

Total number of personnel in agency

NUMBER BY CALENDAR YEAR

ACTIVITY	CY: <input type="text" value="2012"/>	CY: <input type="text" value="2013"/>	CY: <input type="text" value="2014"/>
DUI Arrests	<input type="text" value="323"/>	<input type="text" value="225"/>	<input type="text" value="270"/>
Speeding (All cases)	<input type="text" value="3580"/>	<input type="text" value="5661"/>	<input type="text" value="3433"/>
Safety Belt Violations	<input type="text" value="1964"/>	<input type="text" value="3330"/>	<input type="text" value="2185"/>
Child Restraint Violations	<input type="text" value="170"/>	<input type="text" value="117"/>	<input type="text" value="84"/>
All Other Traffic Violations	<input type="text" value="25652"/>	<input type="text" value="35862"/>	<input type="text" value="20131"/>
Traffic Crashes Investigated	<input type="text" value="5899"/>	<input type="text" value="6063"/>	<input type="text" value="6564"/>
Check Points Conducted	<input type="text" value="112"/>	<input type="text" value="10"/>	<input type="text" value="78"/>

IMPLEMENTATION SCHEDULE

The Implementation Schedule is intended to give our office a proposed list of activities planned, when they are to be implemented, and the person responsible. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. Please use an "X" to denote which quarter you plan to implement the activity. The "Implementation Actual Time Frame" section will be used to reflect the actual activities, dates, etc. when submitting your Progress Report after the grant is approved.

Implementation Tasks	Person Responsible	Implementation Proposed (Proposed Quarters)				Implementation Actual Time Frame (Actual Dates)				Date
		1	2	3	4	1	2	3	4	
		Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	Qtr	
Evaluate Collision and Speeding	Traffic Enforcement (Lt.)	X								
Submit Monthly & Quarterly Repo	Traffic Enforcement (Lt.)	X	X	X	X					
Participation in National Safety W	Traffic Enforcement (Lt.)	X	X	X	X					
Onboard New Traffic Safety Office	CPD Human Resources	X								
Purchase Vehicles	CPD Fleet Managemen	X								
Purchase Speed Enforcement Eq	CPD Supply	X								
Outfit & Issue Vehicles to Grant O	CPD Fleet Managemen	X	X							

GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

1. **Availability of Federal Funds:** This grant award is contingent upon availability of federal funds approved by Congress.
2. **Applicable Federal Regulations:** The Subgrantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Subgrantee must comply with the provisions of 49 CFR applicable to grants and cooperative agreements including Part 18 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.
4. **Audit Requirements:** The subgrantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by the Office of Highway Safety and Justice Programs (OHSJP) and/or any of their duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with the applicable OMB Circular. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subgrantee has not received the amount of federal funds that would require a compliance audit. The subgrantee agrees to accept these requirements by the completion of Page 6 of this application. The OHSJP will only pay the grant portion of compliance audit costs and only if a compliance audit is required. Funding for accounting services is not allowed.
5. **Non-Discrimination:** The subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the OHSJP.

6. **Conflict Of Interest:** Personnel and other officials connected with this grant shall adhere to the requirements given below:

- a. **Advice:** No official or employee of a state or unit of local government or of nongovernment grantees/subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of:

- 1) Using his or her official position for private gain;
- 2) Giving preferential treatment to any person;
- 3) Losing complete independence or im partiality;
- 4) Making an official decision outside official channels; or
- 5) Affecting adversely the confidence of the public in the integrity of the government or the program.

7. Bonding: It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.

8. Non-Supplanting Agreement: The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subgrantee must stop charging the grant for the new position. Upon filling the vacancy, the subgrantee may resume charging for the grant position.

The replacement of routine and/or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is considered to be supplanting and is not allowable.

9. Project Implementation: The subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report.

10. Written Approval of Changes: Any changes to the subgrant, which are mutually agreed upon, must be approved, in writing, by the Office of Highway Safety and Justice Programs (OHSJP) prior to implementation or obligation and shall be incorporated in written amendments to the grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application. Request for grant revisions transferring funds from one budget line item to another should be submitted as soon as it becomes apparent that there is a need for a change; however, budget revision requests will not be accepted after June 30 of the funding cycle.

11. Contract Approval Requirements: The Subgrantee must receive approval of all contract agreements for services and products from the OHSJP prior to execution. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to the OHSJP prior to payment or within 30 days of signature, whichever comes first.

In addition to the above requirements, consultant contractors (both individual and consulting firm) will be required to file quarterly progress and fiscal reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.

12. Individual Consultants: Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the

GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

maximum of \$450.00 per day.

13. Dual Employment Compensation: Dual employment compensation must be approved by the Office of Highway Safety and Justice Programs (OHSJP) prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to the OHSJP.

14. Sole Source Procurement: Use of sole source procurement is discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of the OHSJP.

15. Bidding Requirements: The subgrantee must comply with proper competitive bidding procedures as required by 49 CFR Part 18 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable.

On any items, including those bids in the aggregate, whose total cost is less than \$5,000, the bids do not have to be submitted to the OHSJP for review and approval, but adequate documentation must be maintained in the subgrantee's files.

For items costing \$2,500.01 to \$4,999.99, this documentation must include written quotes. For items \$2,500 or less, written documentation of verbal quotes is acceptable, or written verification that the bid price secured is fair and reasonable.

On any items, including those bids in the aggregate, whose total cost is \$5,000 or more, bids must be submitted to the OHSJP for review and approval prior to acceptance of any quote/bid. Provide the following information:

- a. A copy of all bids submitted.
- c. The bid selected.
- b. The criteria used for selection.
- d. If other than low bid selected, provide justification.

This includes state agencies. Note that approved, budgeted items purchased through State Purchasing (General Services) under a state contract are not required to be submitted to the OHSJP for approval. Include the state contract number and the contract ending date on the invoice when it is submitted with the Request for Payment.

Prior Approval of Bid Specifications/Requests for Proposals:

On any items, including those bid in the aggregate, whose total is \$5,000 or more, a copy of the proposed bid specifications or the Request for Proposals (RFP) must be submitted to the OHSJP for review and approval prior to issuance.

16. Personnel and Travel Costs: Travel costs for lodging must not exceed the federal rate established by the General Services Administration. These rates vary by location and season and are updated annually at www.gsa.gov. Attendees will only be reimbursed up to the maximum allowable rate for lodging, excluding taxes and surcharges. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual or its Board's signed minutes, which provides mileage rates, must be submitted with the application. Meals will be covered at the state rate of \$25 per day for in-state travel and \$32 per day for out-of-state travel.

17. Cost Assumption: The applicant agrees to the assumption of the cost of the project after the federal funding period has expired.

18. Obligation of Grant Funds: Grant funds may not, without advance written approval by the OHSJP be obligated prior to the effective date of award or approved revision or subsequent to the termination date of the grant period. No obligations are allowed after the end of the grant period, and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.

GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

19. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented as detailed in the Request for Payment Instructions.

20. Recording and Documentation of Receipts and Expenditures: Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

21. Financial Responsibility: The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:

- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- c. The accounting system should provide accurate and current financial reporting information.
- d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

22. Reports: The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the Office of Highway Safety and Justice Programs (OHSJP) may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports. The subgrantee shall provide a final narrative report on project performance within 30 days after the close of the grant period.

23. Program Income: All program income generated by this grant during the project must be reported to the OHSJP quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the OHSJP.

24. Retention of Records: Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three-year period, then records must be retained for three years after the litigation, claim or audit is resolved.

25. Property Control: Effective control and accountability must be maintained for all personal property. Subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property.

a. Title: Subject to the obligations and conditions set forth in 49 CFR Part 18 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

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NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

b. Property Control Record Form: At the time the final request for payment is submitted, the subgrantee must file with the OHSJP a copy of the Property Control Record Form (provided by the OHSJP) listing all such property acquired with grant funds. The subgrantee agrees to be subject to a biennial audit by the OHSJP and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.

c. Use and Disposition: Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from the OHSJP prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the OHSJP immediately.

26. Performance: This grant may be terminated or fund payments discontinued by the OHSJP where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those grant conditions or other obligations established by the OHSJP. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from the OHSJP, the subgrantee shall reimburse the OHSJP the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse the OHSJP for payments made.

27. Deobligation of Grant Funds: All grants must be deobligated within forty-five (45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by the Office of Highway Safety and Justice Programs (OHSJP).

28. Out-of-State Travel: The subgrantee must receive prior approval from the OHSJP on all out-of-state travel not specified in the approved grant application.

29. Copyright: Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or Office of Highway Safety and Justice Programs (OHSJP) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or OHSJP purposes:

- a. the copyright in any work developed under this grant or through a contract under this grant; and,
- b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or the OHSJP's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

30. Cash Depositories: Subgrantees are required to deposit grant funds in a federally insured banking institution, and the balance exceeding insurance coverage must be collaterally secured.

31. Produced Materials: Materials produced as part of the grant shall indicate that the project is sponsored by the Office of Highway Safety and Justice Programs of the South Carolina Department of Public Safety. All public awareness/education materials developed as a part of a highway safety grant are to be submitted in draft to the OHSJP for written approval prior to final production and/or distribution. Prior to submission of the final request for payment, the subgrantee shall submit to the OHSJP two copies of all materials produced as part of the grant.

GRANT TERMS AND CONDITIONS

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32. MBE Obligation: It is the policy of the U.S. Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement. The subgrantee agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have maximum opportunity to participate in the performance of contracts/subcontracts financed in whole or in part with federal funds provided under this grant. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DPT-assisted contracts.

33. Confidential Information: Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant which the Office of Highway Safety and Justice Programs (OHSJP) requests to be kept confidential shall not be made available to any individual or organization by the subgrantee without prior written approval of the OHSJP.

34. Political Activity (Hatch Act): The subgrantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

35. Debarment Certification: The subgrantee must comply with Federal Debarment and Suspension regulations by requiring completion of "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" by subrecipients prior to entering into a financial agreement with the subrecipients for any transaction as outlined below:

- a. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$25,000 and is a cumulative amount from all federal funding sources).
- b. Any procurement contract for goods and services, regardless of amount, under which the subrecipient will have a critical influence on or substantive control over the transaction.

The subgrantee is responsible for monitoring the submission and maintaining the official document.

36. Drug-Free Workplace Certification: This Certification is required by the S. C. Drug-Free Workplace Act #593 of 1990 and federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, require certification by state agency subgrantees that they will maintain a drug-free workplace. The South Carolina Drug-Free Workplace Act requires certification by all subgrantees receiving \$50,000 or more. The certification is a material representation of fact upon which reliance will be placed when the OHS determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.

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37. Disclosure of Federal Participation: In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services for the Project unless the subgrantee:

- a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and,
- b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services that has an aggregate value of \$500,000 or more.

38. Closed Captioning of Public Service Announcements: Any television public announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

39. Equipment Use: Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the state; or the state, by formal agreement with appropriate officials of a political subdivision or state agency, shall cause such facilities and equipment to be used and kept in operation for highway safety purposes.

40. Observance of National Safety Weeks: All subgrantees shall assist the Office of Highway Safety and Justice Programs (OHSJP) in promoting the observance of National Child Passenger Safety Week (September); Buckle Up America Week (May); and Drunk and Drugged Awareness Month (December) as requested.

41. Personnel: All personnel funded under this grant must be identified by name and date of hire. Any changes in grant personnel, reassignments or terminations must be reported by the subgrantee agency in writing. Costs for personnel can only be reimbursed for the time spent directly on the implementation of the project (if benefits are included, this encompasses accrued annual and sick leave).

42. Specialized Equipment/Occupant Protection Device Purchases: The purchase of police traffic radar and speed measuring devices negotiated must provide for a certification by the manufacturer that the device will meet recommended U.S. DOT standards. The contractor must also agree to assume any costs required to bring each device in compliance with the recommended standards.

Child restraint devices purchased with Highway Safety grant funds must meet Federal Motor Vehicle Safety Standard 213. Bicycle helmets purchased with Highway Safety grant funds must meet ANSI standards or those of the Snell Memorial Foundation.

43. Purchasing Deadlines Required to Meet Federal Fiscal Year Close-Out: Purchases in excess of \$5,000 in the unit or aggregate and requiring approval of specifications/bid awards must be submitted through standard approval process prior to August 1 each year.

All grant-funded purchases must be requested, purchased, invoiced, and delivered prior to September 30. As such, any purchases made under this grant must be documented with purchase requisitions/purchase orders dated on or before September 30.

44. Use of Grant-Funded Traffic Officers: The purpose of funding traffic safety units is to increase the level of traffic enforcement in a community. Subgrantees funded for traffic safety enforcement units must ensure that the level of enforcement for traffic-related offenses is increased above and beyond enforcement levels experienced prior to the establishment of the grant-funded unit. In other words, the grant-funded traffic

GRANT TERMS AND CONDITIONS

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officers are not to replace existing personnel who are performing traffic enforcement duties. Existing personnel should continue traffic enforcement efforts. Progress reports must reflect the activity level of existing personnel separate from grant-funded personnel. Grant-funded traffic officers are not permitted to provide any type of escort services (funeral processions, parades, etc.) since their primary responsibility is traffic law enforcement and traffic safety education. They may only perform those tasks specified in the approved grant agreement.

45. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the OHSJP Guidelines or "Special Conditions" placed on the grant award.

46. Compliance Agreement: The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the OHSJP. Failure to comply could result in a "Stop Payment" being placed on the grant and/or repayment by the subgrantee of costs deemed unallowable.

47. Suspension or Termination of Funding: The OHSJP may suspend, in whole or in part, and/or terminate funding or impose another sanction on a subgrantee for any of the following reasons:

- a. Failure to adhere to the requirements, standard conditions or special conditions.
- b. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
- c. Failure to submit reports.
- d. Filing a false certification in this application or other report or document.
- e. Other good cause shown.

GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

BUY AMERICA ACT

The subgrantee will comply with the provisions of the Buy America Act (23 U.S.C. §313), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

CERTIFICATION REGARDING FEDERAL LOBBYINGCertification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, 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, an officer or employee of Congress, or an employee of 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 sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, 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.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

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CERTIFICATION REGARDING DEBARMENT AND SUSPENSIONInstructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

GRANT TERMS AND CONDITIONS

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Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;⁷
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:**
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

A DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) – APPLICABLE TO GRANTEES RECEIVING 50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT.

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees –

The applicant certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;

GRANT TERMS AND CONDITIONS

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- b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs, and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will –
- (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the Office of Highway Safety. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted –
- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
- B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) – APPLICABLE TO GRANTEES RECEIVING 50,000 OR MORE.**
- As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees –
- A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
 - B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the Office of Highway Safety and Justice Programs.

GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

CERTIFICATION BY PROJECT DIRECTOR *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

(Please use the distinct name fields below) Name: Prefix: First Name: Middle Name: Last Name: Suffix: Title: Agency: Mailing Address City: State: 10 Digit Zip: Phone Number: Fax Number: E-Mail Address: Signature:

Bonded: Yes

I certify that the Authorized Official and Chief Financial Officer are aware and in agreement with the grant as set forth above.

CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this grant application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

(Please use the distinct name fields below) Name: Prefix: First Name: Middle Name: Last Name: Suffix: Title: Agency: Mailing Address City: State: 10 Digit Zip:

Phone Number:	843-579-7529
Fax Number:	843-720-3901
E-Mail Address:	bedards@charleston-sc.gov
Signature:	
Bonded:	Yes

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GRANT TERMS AND CONDITIONS
NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION
GRANT NO. <input style="width: 100px;" type="text"/>
CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN *
<p>I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.</p> <p>The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.</p>
<p>(Please use the distinct name fields below)</p> <p>Name: <input style="width: 150px;" type="text"/></p> <p>Prefix: <input style="width: 150px;" type="text" value="The Honorable"/></p> <p>First Name: <input style="width: 150px;" type="text" value="John"/></p> <p>Middle Name: <input style="width: 150px;" type="text"/></p> <p>Last Name: <input style="width: 150px;" type="text" value="Tecklenburg"/></p> <p>Suffix: <input style="width: 150px;" type="text"/></p> <p>Title: <input style="width: 150px;" type="text" value="Mayor"/></p> <p>Agency: <input style="width: 150px;" type="text" value="City of Charleston"/></p> <p>Mailing Address: <input style="width: 150px;" type="text" value="80 Broad Street"/></p> <p>City: <input style="width: 150px;" type="text" value="Charleston"/></p> <p>State: <input style="width: 150px;" type="text" value="South Carolina"/></p> <p>10 Digit Zip: <input style="width: 150px;" type="text" value="29401-2260"/></p> <p>Phone Number: <input style="width: 150px;" type="text" value="843-724-3739"/></p> <p>Fax Number: <input style="width: 150px;" type="text" value="843-720-3827"/></p> <p>E-Mail Address: <input style="width: 150px;" type="text" value="tecklenburgj@charleston-sc.gov"/></p> <p>Signature: <input style="width: 150px;" type="text"/></p> <p>Bonded: Yes</p>
<p>* NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA APPROVAL.</p>

REQUEST FOR GRANT REVISION				
Grant Number: <input style="width: 80%;" type="text"/>	Date: <input style="width: 80%;" type="text"/>	Revision #: <input style="width: 80%;" type="text"/>		
SUBGRANTEE : <input style="width: 95%;" type="text"/>				
GRANT TITLE : <input style="width: 95%;" type="text"/>				
Type of Request:				
<input type="checkbox"/> Programmatic Revision				
<input type="checkbox"/> Budget Revision:				
Use whole dollars only (For example: \$1,500 not \$1,500.00)				
Specific Area(s) to be revised	Current Approved Federal Amount	Requested Federal Amount	Difference (+) (-)	
Personnel	\$0 <input style="width: 80%;" type="text"/>	\$0 <input style="width: 80%;" type="text"/>	\$0 <input style="width: 80%;" type="text"/>	
Contractual Services	\$0 <input style="width: 80%;" type="text"/>	\$0 <input style="width: 80%;" type="text"/>	\$0 <input style="width: 80%;" type="text"/>	
Travel	\$0 <input style="width: 80%;" type="text"/>	\$0 <input style="width: 80%;" type="text"/>	\$0 <input style="width: 80%;" type="text"/>	
Equipment	\$0 <input style="width: 80%;" type="text"/>	\$0 <input style="width: 80%;" type="text"/>	\$0 <input style="width: 80%;" type="text"/>	
Other	\$0 <input style="width: 80%;" type="text"/>	\$0 <input style="width: 80%;" type="text"/>	\$0 <input style="width: 80%;" type="text"/>	
JUSTIFICATION FOR THE REQUESTED REVISION: (List and attach revised application pages as appropriate)				
PAGE NUMBER(S) OF REVISED GRANT PAGES:				
REVISION REQUESTED BY: <input style="width: 60%;" type="text"/>				
Project Director Signature				Date
FOR OHS USE ONLY:				
Program Manager: <input style="width: 80%;" type="text"/>				
Date <input style="width: 80%;" type="text"/>				
Initial <input style="width: 80%;" type="text"/>				
Senior Accountant <input style="width: 80%;" type="text"/>				
Date <input style="width: 80%;" type="text"/>				
Initial <input style="width: 80%;" type="text"/>				
Grants Administration Manager <input style="width: 80%;" type="text"/>				
Date <input style="width: 80%;" type="text"/>				
Initial <input style="width: 80%;" type="text"/>				
Assistant Director <input style="width: 80%;" type="text"/>				
Date <input style="width: 80%;" type="text"/>				
Initial <input style="width: 80%;" type="text"/>				
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<input style="width: 80%;" type="text"/>				
SC Department of Public Safety: Office of Highway Safety				

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Stephen A. Bedard DEPT. BFRC

SUBJECT: CITY OF CHARLESTON FIRE DEPARTMENT - ASSISTANCE TO FIREFIGHTERS GRANT

REQUEST: To approve Submission of a FEMA grant application in the amount of \$860,682 to purchase a heavy rescue vehicle

COMMITTEE OF COUNCIL: W&M DATE: January 26, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
City of Chs. Fire Dept.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).
 Due to time constraints this grant was submitted on January 15th, 2016

CFO's Signature: [Signature]
FISCAL IMPACT: 1/15/16

City match in the amount of \$86,068.00 will be budgeted in 2017.

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.

Applicant's Acknowledgements

- I certify the DUNS number in this application is our only DUNS number and we have confirmed it is active in SAM.gov as the correct number.
- As required per 2 CFR 201.25, I certify that prior to submission of this application I have checked the DUNS number listed in this application against the SAM.gov website and it is valid and active at time of submission.
- I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible and can be completed within the award's one (1) year Period of Performance (POP).
- I certify that the applicant organization is aware that this application period is open from 12/07/2015 to 01/15/2016 and will close at 5 PM EST; further that the applicant organization is aware that once an application is submitted, even if the application period is still open, a submitted application cannot be changed or released back to the applicant for modification.
- I certify that the applicant organization is aware that it is solely the applicant organization's responsibility to ensure that all activities funded by this award(s) comply with Federal Environmental planning and Historic Preservation (EHP) regulations, laws, and Executive Orders as applicable. The EHP Screening Form designed to initiate and facilitate the EHP Review is available at: http://www.fema.gov/media-library-data/1431970163011-80ce3cd907072a91295b1627c56d8fd2/gpd_ehp_screening_form_51815.pdf
- I certify that the applicant organization is aware that the applicant organization is ultimately responsible for the accuracy of all application information submitted. Regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, an existing award being locked pending investigation, or referral to the Office of the Inspector General.

Signed by John Tippett on 2016-01-11

Overview

• Did you attend one of the workshops conducted by an AFG regional fire program specialist?

No, I have not attended workshop

• Did you participate in a webinar that was conducted by AFG?

No

• Are you a member, or are you currently involved in the management, of the fire department or nonaffiliated EMS organization or a State Fire Training Academy applying for this grant with this application?

Yes, I am a member/officer of this applicant

If you answered "No", please complete the information below. If you answered "Yes", please skip the Preparer Information section.

Fields marked with an * are required.

Preparer Information

Preparer's Name

Address 1

Address 2

City

State

Zip

[Need help for ZIP+4?](#)

In the space below please list the person your organization has selected to be the primary point of contact for this grant. This should be a department officer or member of the organization who will see this grant through completion, including closeout. Reminder: if this person changes at any time during the period of performance please update this information. Please list only phone numbers where we can get in direct contact with the POC.

Primary Point of Contact

• Title

Deputy Chief

Prefix (select one)

N/A

• First Name

John

Middle Initial

• Last Name

Tippett

• Primary Phone

843-860-5072 Ext. Type cell

• Secondary Phone

843-720-1981 Ext. 3055 Type work

Optional Phone

Type

Fax

• Email

tippettj@charleston-sc.gov

Contact Information

Alternate Contact Information Number 1

• Title Fire Chief
 Prefix (select one) N/A
 • First Name Karen
 Middle Initial
 • Last Name Brack
 • Primary Phone 843-720-1981 Ext. Type work
 • Secondary Phone 843-214-0605 Ext. Type cell
 Optional Phone Type
 Fax 843-720-3991
 • Email brackk@charleston-sc.gov

Alternate Contact Information Number 2

• Title Battalion Chief
 Prefix (select one) N/A
 • First Name Joseph
 Middle Initial
 • Last Name Roberts
 • Primary Phone 843-509-5753 Ext. Type cell
 • Secondary Phone 843-720-1981 Ext. Type work
 Optional Phone Type
 Fax 843-720-3991
 • Email robertsj@charleston-sc.gov

Applicant Information

EMW-2015-FV-01515

Originally submitted on 01/14/2016 by John Tippett (Userid: jtippett)

Contact Information:

Address: 1451 King Street Extension

City: Charleston

State: South Carolina

Zip: 29405

Day Phone: 8437201981X3055

Evening Phone:

Cell Phone:

Email: tippettj@charleston-sc.gov

Application number is EMW-2015-FV-01515

- Organization Name City of Charleston Fire Department
- Type of Applicant Fire Department/Fire District
- Fire Department/District, nonaffiliated EMS, and Regional applicants, select type of Jurisdiction City Served :
If "Other", please enter the type of Jurisdiction

SAM.gov (System For Award Management)

- What is the legal name of your Entity as it appears in SAM.gov?
Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction. City of Charleston Fire Department
- What is the legal business address of your Entity as it appears in SAM.gov?
Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.
- Mailing Address 1 180 Meeting Street
- Mailing Address 2
- City Charleston
- State South Carolina
- Zip 29401 - 1617
Need help for ZIP+4?
- Employer Identification Number (e.g. 12-3456789)
Note: This information must match your SAM.gov profile. 57-6000226
- Is your organization using the DUNS number of your Jurisdiction? Yes
- I certify that my organization is authorized to use the DUNS number of my Jurisdiction provided in this application. (Required if you selected Yes above) ✓

077990786

• What is your 9 digit DUNS number?

(call 1-866-705-5711 to get a DUNS number)

If you were issued a 4 digit number (DUNS plus 4) by your Jurisdiction in addition to your 9 digit number please enter it here.

Note: This is only required if you are using your Jurisdiction's DUNS number and have a separate bank account from your Jurisdiction. Leave the field blank if you are using your Jurisdiction's bank account or have your own DUNS number and bank account separate from your Jurisdiction.

• Is your DUNS Number registered in SAM.gov (System for Award Management previously CCR.gov)? Yes

• I certify that my organization/entity is registered and active at SAM.gov and registration will be renewed annually in compliance with Federal regulations. I acknowledge that the information submitted in this application is accurate, current and consistent with my organization's/entity's SAM.gov record. ✓

Headquarters or Main Station Physical Address

• Physical Address 1 1451 King Street Extension

Physical Address 2

• City Charleston

• State South Carolina

• Zip 29405 - 9329
Need help for ZIP+4?

Mailing Address

• Mailing Address 1 1451 King Street Extension

Mailing Address 2

• City Charleston

• State South Carolina

• Zip 29405 - 9329
Need help for ZIP+4?

Bank Account Information

• The bank account being used is: (Please select one from right) Maintained by my Jurisdiction

Note: The following banking information must match your SAM.gov profile.

• Type of bank account Checking

• Bank routing number - 9 digit number on the bottom left hand corner of your check 121000248

• Your account number 4122232457

Additional Information

* For this fiscal year (Federal) is your organization receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request? **No**

* If awarded, will your organization expend more than \$750,000 in Federal funds during your organization's fiscal year? If "Yes", your organization will be required to undergo an A-133 audit. Reasonable costs incurred for an A-133 audit are an eligible expenditure and should be included in the applicant's proposed budget. Please enter audit costs only once under any "Additional Funding" in the "Request Details" section of the application. **No**

* Is the applicant delinquent on any Federal debt? **No**

If you answered yes to any of the additional questions above, please provide an explanation in the space provided below:

Fire Department/Fire District Department Characteristics (Part I)

* Is this application being submitted on behalf of a Federal Fire Department or organization contracted by the Federal government which is solely responsible for the suppression of fires on Federal property?	No
* What kind of organization do you represent?	All Paid/Career
If you answered "Combination", above, how many career members in your organization? (whole numbers only)	
If you answered "Volunteer" or "Combination" or "Paid on-call", how many of your volunteer Firefighters are paid members from another career department? (whole numbers only)	
* What type of community does your organization serve?	Urban
* Is your Organization considered a Metro Department? (Over 350 paid career Firefighters)	No
* What is the square mileage of your first-due response area? (whole number only)	109
* What percentage of your response area is protected by hydrants? (whole number only)	100 %
* In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	Charleston
* Does your organization protect critical infrastructure?	Yes
If "Yes", please describe the critical infrastructure protected below: Federal Interstate Highways State Highways 4th Busiest Container Port on the East Coast Bulk Rail	
* What percentage of your primary response area is for agriculture, wildland, open space, or undeveloped properties? %	3 %
* What percentage of your primary response area is for commercial and industrial purposes?	22 %
* What percentage of your primary response area is used for residential purposes?	75 %
* What is the permanent resident population of your <u>Primary/First-Due Response Area or jurisdiction served</u> ? (whole numbers only)	130113
* Do you have a seasonal increase in population?	Yes
If "Yes" what is your seasonal increase in population?	4050000
* How many active firefighters does your department have who perform firefighting duties? (whole numbers only)	320
* How many members in your department/organization are trained to the level of EMR or EMT, Advanced EMT or Paramedic? (whole numbers only)	320

- Does your department have a Community Paramedic program? No
- How many personnel are trained to the Community Paramedic level? (whole numbers only) 0
- How many stations are operated by your organization? (whole numbers only) 15
- Is your department compliant to your local Emergency Management standard for the National Incident Management System (NIMS)? Yes
- Do you currently report to the National Fire Incident Reporting System (NFIRS)? Yes
- Note: You will be required to report to NFIRS for the entire period of the grant. AFG does not require NFIRS reporting for nonaffiliated EMS Organizations and State Fire Training Academy.
- If you answered "Yes" above, please enter your FDIN/FDID 10302
- How many of your active firefighters are trained to the level of Firefighter I (or equivalent)? (whole numbers only) 320
- How many of your active firefighters are trained to the level of Firefighter II (or equivalent)? (whole numbers only, include all personnel who have attained Firefighter I) 320
- Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001? No

If you indicated that less than 100% of your firefighters are trained to the Firefighter II level and you are not asking for training funds to bring everyone to the Firefighter II level in this application, please describe in the box below your training program and your plans to bring your membership up to Firefighter II.

• What services does your organization provide?

Advanced Life Support	Emergency Medical Responder	Rescue Operational Level
	Haz-Mat Operational Level	Rescue Technical Level
Basic Life Support	Haz-Mat Technical Level	Structural Fire Suppression
	Maritime Operations/Firefighting	Wildland Fire Suppression

• Please describe your organization and/or community that you serve.

The Charleston Fire Department (CFD) has evolved into a premier all hazard career fire and rescue service. The CFD's progress since its tragic loss in 2007 is well-documented. In the ensuing 8 ½ years the CFD has become a CPSE/CFAI accredited agency and recaptured a Class 1 rating from ISO in 2015. These achievements serve as a testament to the dedication and perseverance of the 330 uniformed and civilian men and women that protect the vibrant, historic city of Charleston. Protection is provided by an amalgam of suppression and prevention teams. Three shifts staff sixteen engine companies, four ladder companies and four battalion chiefs, responding from fifteen strategically located fire stations. Each engine and ladder is staffed with a minimum of four personnel, including at least one EMT or paramedic. Battalion chiefs are assigned an aide for command support, staffing permitting.

The CFD provides a full range of services to the community that includes: fire suppression, EMS, technical rescue, hazardous materials mitigation, marine firefighting (land and afloat), an emerging wildland-urban interface team, a community paramedic program (2016), code enforcement, plans review, fire investigation, and community outreach/public education. Each shift is staffed with approximately 100 firefighters and includes: ten cross-trained haz mat technicians, ten technical rescue technicians, and eight to ten marine qualified firefighters. Command staff is comprised of the fire chief, deputy chief of operations, deputy chief of planning and professional development, an administrative services manager, assistant chiefs of operations, special operations, and quality control (NFIRS reporting), and battalion chiefs that oversee health and safety, accreditation, training, fire prevention, fleet and logistics. Command staff is supported by six administrative positions. The training division is staffed with five instructor program managers that oversee recruit, incumbent, EMS and driver training. The fire marshal division is staffed with two deputy fire marshals, a community educator/PIO, three assistant fire marshals, and four inspectors. The fleet division is staffed with a logistics coordinator and three fire mechanics.

Charleston occupies 109 square miles and is home to 130,113 residents. Over 4 million people visit the city each year by air, land, cruise ship and private marine vessels. Charleston is a major conference destination for leaders at all government and private sector levels. Over 30,000 students attend the College of Charleston, The Citadel and Medical University of South Carolina. Target hazards and critical infrastructure at the federal level include a CDC lab, USDA vegetable lab, SAPWAR-military research and development, Force Protection (maker of armored military vehicles), a Naval training facility and hospital, Coast Guard base, U.S. District Federal Court, nearby Air Force Base, military recruitment offices, Naval Weapons Station, Naval Brig, VA Hospital, ATF office, Army Corps of Engineer offices, National Marine and Fisheries Service, NOAA research facility, Customs/Border Protection offices, FAA, National Parks, U.S. Fish and Wildlife research facilities, DEA, FBI, U.S. Marshals, postal facilities, Social Security offices and federal bridges and highways. Transportation infrastructure includes rail, international airport, and an active seaport (fourth busiest container port in the U.S.). At the state and local levels, the city includes a medical university, two colleges in the historic downtown area and state offices. There are several chemical plants less than ½ mile from residential areas, bulk and intermodal storage yards that contain hazardous materials, tractor trailers transporting haz mats to and from the port, and radiological shipments passing through the area. The area is susceptible to hurricanes and earthquakes, connected by a dozen bridges, and host to 8,000 historic structures; many built on infill.

Fire Department Characteristics (Part II)

	2014	2013	2012
* What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	0	0	2
* What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	11	3	9
* What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
* What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	4	3	16
*Over the last three years, what was your organization's operating budget?	25000000		
* How much of your TOTAL budget is dedicated to personnel costs (salary, overtime and fringe benefits)?	85		
Does your department have any rainy day reserves, emergency funds, or capital outlay?	No		

If yes, what is the total amount currently set aside?

* What percentage of your annual operating budget is derived from:	2014	2013	2012
Enter numbers only, percentages must sum up to 100%			
<u>Taxes?</u>	100 %	100 %	100 %
Bond Issues?	0 %	0 %	0 %
<u>EMS Billing?</u>	0 %	0 %	0 %
Grants?	0 %	0 %	0 %
Donations?	0 %	0 %	0 %
Fund drives?	0 %	0 %	0 %
<u>Fee for Service?</u>	0 %	0 %	0 %

* Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. This statement should include details describing the applicant's financial distress, including summarizing budget constraints, unsuccessful attempts to obtain vehicle and outside funding, and proving the trouble is out of their control.

The primary goal of the Assistance to Firefighters Grants (AFG) is to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations. The Charleston Fire Department and City of Charleston have been engaged in a monumental rebuilding of the department since a 2008 report, issued in the wake of the Sofa Super Store Tragedy, identified a number of shortcomings. The report found that the department was "...inadequately staffed, inadequately trained, insufficiently equipped, and organizationally unprepared to conduct an operation...in a large commercial occupancy." (Routley, 2008). The City of Charleston has been steadily funding fire department improvements since 2008 to address report recommendations, resulting in a more than doubling of the fire department budget between 2008 and 2016 (\$13 million and \$29 million respectively). These improvements have touched all facets of the department from rebuilding the fleet to expanded training for personnel. This pace of growth over such a compressed time period is unprecedented, has placed a significant strain on the city finances and resulted in program cuts and virtually flat budgets in other city agencies over the same period. The department has successfully obtained grants from several sources in the past to fund programs (i.e., SCBA and PPE replacement, marine firefighting assets, PPE, training, tools and equipment). However, the lion's share of the costs of rebuilding the department has fallen on the city.

The financial distress facing the city relative to the fire department continues to be multi-faceted. The focus on

apparatus, tools, equipment and training has been successful in addressing the majority of report recommendations, but there is still much to be done. Fixed facilities need an estimated \$35-50 million worth of renovations. Much of the equipment purchased in 2008 and 2009 is reaching the end of its normal life expectancy and in need of replacement. Internal and external service demands have been on the rise due to population growth and retirements, placing increased cost burdens on the city and fire department for fuel, apparatus maintenance, salaries and overtime. Several plans have been put in place to replace the aging equipment, but day to day operations need to be maintained.

The department implemented a massive apparatus replacement program in 2010. At the time, sixteen of the twenty pumpers (frontline and reserve), three of the four aerials (frontline and reserve), all four battalion command vehicles, and the majority of the department's utility vehicles were approaching or past (some well past) recommended end of service life. Basic new services were also implemented during this period to address some critical needs (e.g., air/light truck, new aerial ladder company), and emergency legislation was passed to fund new fire stations to address growth and service gaps, but demand continues to outpace funding for all needs.

With regard to this specific grant request, the CFD identified a need (2009) for a consolidated heavy rescue asset in the heart of the historic district. The unit would serve the central core of the region and provide improved heavy rescue response reliability for the rest of the city, neighboring automatic and mutual aid departments and the county. Due to the critical need to replace aged pumpers, aerials, command vehicles, stand up other new services, and repair fixed facilities, the city has been unable to fund the heavy rescue squad. Grant funding has been requested for this program in 2009 and 2013 from Port Security and AFG. Both requests were denied. The financial landscape is not likely to change for the foreseeable future, but the need increases daily.

* How many vehicles does your organization have in each type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession. (Enter numbers only and enter 0 if you do not have any of the vehicles below.)

Type or Class of Vehicle	Number of Front Line Apparatus	Number of Reserve Apparatus	Number of Seated Riding Positions
Engines or Pumpers (pumping capacity of 750 gpm or greater and water capacity of 300 gallons or more): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Type I or Type II Engine Urban Interface	16	4	72
Ambulances for transport and/or emergency response:	0	0	0
Tankers or Tenders (pumping capacity of less than 750 gallons per minute (gpm) and water capacity of 1,000 gallons or more):	1	0	2
Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint	4	1	20
Brush/Quick attack (pumping capacity of less than 750 gpm and water carrying capacity of at least 300 gallons): Brush Truck, Patrol Unit (Pickup w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type III Engine, Type IV Engine, Type V Engine, Type VI Engine, Type VII Engine	2	0	4
Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle, Hazardous Materials Unit	1	1	5
Additional Vehicles: EMS Chase Vehicle, Air/Light Unit, Rehab Units, Bomb Unit, Technical Support (Command, Operational Support/Supply), Hose Tender, Salvage Truck, ARFF (Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle	5	0	18

Fire Department Call Volume

2014 2013 2012

* Summary of responses per year by category (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Fire - NFIRS Series 100	633	631	680
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	32	49	48
Rescue & Emergency Medical Service Incident - NFIRS Series 300	10717	10258	9943
Hazardous Condition (No Fire) - NFIRS Series 400	568	411	346
Service Call - NFIRS Series 500	622	362	297
Good Intent Call - NFIRS Series 600	3969	3054	2944
False Alarm & False Call - NFIRS Series 700	2400	2245	2072
Severe Weather & Natural Disaster - NFIRS Series 800	30	19	17
Special Incident Type - NFIRS Series 900	59	47	36

FIRES

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-120)	348	357	380
Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)	81	87	96
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143)	76	68	92
What is the total acreage of all vegetation fires?	2	1	34

RESCUE AND EMERGENCY MEDICAL SERVICE INCIDENTS

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)	627	507	660
Of the NFIRS Series 300 calls, how many are "Extractions from Vehicles" (NFIRS Code 352)	39	43	48
Of the NFIRS Series 300 calls, how many are "Rescues" (NFIRS Codes 300, 351, 353-381)	130	89	74
How many EMS-BLS Response Calls	9899	9592	9145
How many EMS-ALS Response Calls	0	0	0
How many EMS-BLS Scheduled Transports	0	0	0
How many EMS-ALS Scheduled Transports	0	0	0
How many Community Paramedic Response Calls	0	0	0

MUTUAL AND AUTOMATIC AID

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

How many times did your organization receive Mutual Aid?	14	29	35
How many times did your organization receive Automatic Aid?	974	854	925
	70	68	44

How many times did your organization provide Mutual Aid?			
How many times did your organization provide Automatic Aid?	683	680	689
Of the Mutual and Automatic Aid responses, how many were structure fires?	348	357	380

Request Information

1. Select a program for which you are applying. If you are interested in applying under both Vehicle Acquisition and Operations and Safety, and/or regional application you will need to submit separate applications..

Program Name

Vehicle Acquisition

2. Will this grant benefit more than one organization?

Yes

If you answered "Yes" to Question 2, please explain how this request benefits other organizations below.

Funding this request will provide substantial benefit to local, regional and state agencies. The CFD has a formal automatic aid agreement with four fire departments, a mutual aid agreement with two departments, is part of the South Carolina state mutual aid pact, and host to a regional USAR team (part of the South Carolina Urban Search and Rescue System). The automatic aid agreement calls for closest unit dispatch and standard operating procedures for a heavy rescue squad on structure fires, vehicle collisions and technical rescue incidents of all disciplines. The region currently has two staffed heavy rescue squads in the auto aid group and none in the mutual aid group. Funding this program would reduce response time and fill a significant coverage gap for heavy rescue squad service in the region. As the host agency for a regional USAR team, this unit would serve as the response vehicle to deliver USAR assets across the state.

3. Enter grant-writing fee associated with the preparation of this request. Enter 0 if there is no fee.

\$0

* 4. Are you requesting a Micro Grant? A Micro Grant is limited to \$25,000 Federal share. Modification to Facilities activity is ineligible for Micro Grants.	No
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Request Details

The activities for program **Vehicle Acquisition** are listed in the table below.

Item	Total Cost	Additional Funding	Action
Rescue Vehicle	\$ 946,750	\$ 0	View Details Additional Funding Narrative
Vehicle Inventory			View Vehicle Inventory
Grant-writing fee associated with the preparation of this request			\$0

Firefighting Vehicle - Narrative

* Section # 1 Project Description: In the space provided below, include clear and concise details regarding your organization's project's description and budget. This includes providing local statistics to justify the needs of your department and a detailed plan for how your department will implement the proposed project. Further, please describe what you are requesting funding for, including budget descriptions of the major budget items, i.e., personnel, equipment, contracts, etc. *4000 characters

The Charleston Fire Department (CFD) is requesting this grant for the purchase of a NFPA 1901 fully compliant heavy rescue squad vehicle. The mission of the CFD is to provide fire and rescue services in a safe, effective and efficient manner to anyone requesting our assistance. The CFD currently has an automatic aid agreement with four fire departments in Charleston County and mutual aid agreements with the remaining eight departments. These agreements encompass a total resident population of over 250,000 and 4 million plus visitors (2014 estimates) and a land mass of approximately 300 square miles. The automatic aid agreement includes closest company dispatch and a required heavy rescue squad response on structure fire, vehicle collision and technical rescue calls.

Because of the paucity of heavy rescue squads in the region (2 among the auto aid departments and none in the mutual aid departments), heavy rescue squad service can be delayed arriving due to extended travel distances (10+ minutes). This time delay on structure fires can extend the arrival of the effective response force, impacting firefighter safety. On vehicle collisions with entrapment, initial extrication is started by ladder companies, but complex extrications may be delayed ten or more minutes until the heavy rescue squad arrives. Aerial ladders are sent in place of a heavy rescue squad vehicle when a heavy rescue squad is not available. However, this stop gap strategy depletes aerial service in the area.

The heavy rescue squad response in the CFD response district is 1400 incidents per year. Currently that call load is being handled by the two rescue squads outside of the CFD (but part of the automatic aid agreement) and aerial ladders when heavy rescue squads are not available. The heavy rescue squad has not been a funded project within the CFD's apparatus replacement plan due to the department's acute need to replace its entire fleet (16 frontline and 4 reserve engines, 4 frontline and 1 reserve aerial) through a multi-year apparatus replacement plan. The department was dealt a significant setback in 2015 when its newest aerial (2014) was destroyed in the historic flooding that occurred this past October. The CFD is currently operating without a reserve aerial and lacking a heavy rescue squad.

The CFD has specifications in hand and is ready to move forward immediately if we are fortunate enough to be awarded funds to purchase this much needed vehicle. The in service plan involves using the same driver training program (developed from NFPA standards and ISO requirements) in place for other apparatus types, as well as obtaining input from the manufacturer and the two nearby departments currently operating heavy rescues. We will also engage manufacturers of the specialty tools purchased to provide familiarization training on new tools. Staffing would be provided by consolidating members of the decentralized technical rescue team into a new company. We anticipate being able to place the truck in service within 30-60 days of delivery.

* Section # 2 Cost/Benefit: In the space provided below please explain, as clearly as possible, what will be the benefits your department or your community will realize if the project described is funded (i.e. anticipated savings and/or efficiencies)? Is there a high benefit for the cost incurred? Are the costs reasonable? Provide justification for the budget items relating to the cost of the requested items. *4000 characters

The purchase of this heavy rescue vehicle will enhance the CFD's ability to deliver consolidated specialized rescue service to the citizens, visitors and firefighters in the City of Charleston as well as automatic and mutual aid partners (over 300,000 residents and 4 million plus visitors in the city and metro region combined). This vehicle will be stationed on the Peninsula of the City of Charleston, filling in a major service gap for rescue coverage, and placing it in the heart of the highest risk area for structural collapse and industrial accident (i.e., Historic District comprised of over 8,000 antebellum structures, Port of Charleston, Industrial Neck Area, multiple marinas).

Further, the Charleston region is connected by a series of bridges, is built on and around the Woodstock Fault and susceptible to damage from hurricanes. This unit will be invaluable to the region on a day to day basis. In the event of a significant earthquake or other calamity that would close bridges (e.g., ice storm of 2014),

getting a rescue resource into the Peninsula would be impossible. Funding this request would place a heavy rescue resource on the Peninsula, allowing for a near perfect triangle of heavy rescue coverage with the regional partners and ensuring a rescue resource was in position in the anticipated heaviest calamity impact zone.

Additional benefit of the heavy rescue would be realized from consolidation of the CFD's on-duty technical rescue personnel and equipment. The heavy rescue would provide the carrying capacity needed to establish a long desired minimum of eight on-duty rescue technicians located in one station (the rescue will be housed with a ladder truck staffed by four technical rescue personnel) as well as consolidation of technical rescue equipment that is currently dispersed across the department's four ladder trucks. The service benefit to the public of this configuration is without question versus the current model. Technical rescue calls can require the dispatch of three to five individual units currently to assemble the necessary personnel and equipment on scene. This model creates service gaps while the technical rescue crew is assembled and non-technical rescue personnel are mustered and assigned to put apparatus back in service. A significant cost benefit would be realized in fewer vehicles having to be pulled from service for training and allow for better coordination of the CFD's technical rescue program.

In addition, the vehicle will offset call volume for the two overworked heavy rescues in the automatic aid group by providing a third, strategically located resource to fill out response packages. The rescue will improve response reliability for the limited number of aerial ladders in the region as well.

Additional anticipated savings and efficiencies will be realized through lower fuel and operating costs for the automatic aid departments that currently provide heavy rescue service to the automatic aid group as well as a reduction in miles accrued on the CFD aerial fleet.

The costs are reasonable given the anticipated impact on response efficiency, personnel, regional sharing and reduction of workload on other vehicles. The addition of this resource will extend the operational efficiency of eight other vehicles (two heavy rescues, six aerial ladders) in the region.

* Section # 3 Statement of Effect: How would this award impact the daily operations of your department? How would this award impact your department's ability to protect lives and property in your community? *4000 characters

This unit would have a profound impact from its first day of service. The two heavy rescue units currently carrying the call load for the region are approximately 6 miles and 8 miles from the center of downtown Charleston and have a combined service area of approximately 300 square miles). As those units run calls, the service gap increases fourfold and response reliability drops to zero on many days as the units are running separate calls simultaneously. The addition of a heavy rescue located in downtown Charleston would strategically fill the gap and provide another much needed similar resource to better serve the area.

Daily operations would be significantly enhanced by the addition of this unit. The CFD would become a stronger automatic and mutual aid partner and enhance its technical rescue capability to the city proper. The region would see a 33% improvement in heavy rescue capability. Consolidation of personnel in one station with all of their specialized tools in one location on one vehicle would result in better trained and more cohesive teams to perform the wide variety of technical rescue disciplines. Citizens, visitors and firefighters would be protected by a more professional, better prepared and higher motivated cadre of specialists. Placing a heavy rescue on the Peninsula would have technical rescue resources on scene in the area of highest risk within three minutes versus the ten to fourteen minutes currently experienced. In reverse, when the other two heavy rescues are committed to calls, another properly staffed and equipped unit would be available to provide the needed special skills required for heavy and technical rescue.

Budget

Budget Object Class

a. Personnel	\$ 0
b. Fringe Benefits	\$ 0
c. Travel	\$ 0
d. Equipment	\$ 946,750
e. Supplies	\$ 0
f. Contractual	\$ 0
g. Construction	\$ 0
h. Other	\$ 0
i. Indirect Charges	\$ 0
j. State Taxes	\$ 0

Federal and Applicant Share

Federal Share	\$ 860,682
Applicant Share	\$ 86,068
Applicant Share of Award (%)	10

* Non-Federal Resources (The combined Non-Federal Resources must equal the Applicant Share of \$ 86,068)

a. Applicant	\$ 86,068
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0

If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.

Total Budget **\$ 946,750**

Assurances and Certifications**FEMA Form SF 424B**

You must read and sign these assurances. These documents contain the Federal requirements attached to all Federal grants including the right of the Federal government to review the grant activity. You should read over the documents to become aware of the requirements. The Assurances and Certifications must be read, signed, and submitted as a part of the application.

Note: Fields marked with an * are required.

O.M.B Control Number 4040-0007

Assurances Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination

provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signed by John Tippett on 01/14/2016

Form 20-16C**You must read and sign these assurances.**

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.

Note: Fields marked with an * are required.

O.M.B Control Number 1660-0025

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. 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 44 CFR Part 18, "New Restrictions on Lobbying; and 44 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over \$100,000, as defined at 44CFR Part 18, the applicant certifies that:

(a) 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, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.

(b) If any other funds 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantees policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable DHS awarding office, i.e. regional office or DHS office.

(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street	City	State	Zip	Action
--------	------	-------	-----	--------

If your place of performance is different from the physical address provided by you in the Applicant Information, press *Add Place of Performance* button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for DHS funding. States and State agencies may elect to use a Statewide certification.

Signed by John Tippett on 01/14/2016

FEMA Standard Form LLL

Only complete if applying for a grant for more than \$100,000 and have lobbying activities. See Form 20-16C for lobbying activities definition.

Submit Application

Application Area	Status
Applicant's Acknowledgements	Complete
Overview	Complete
Contact Information	Complete
Applicant Information	Complete
Applicant Characteristics (I)	Complete
Applicant Characteristics (II)	Complete
Department Call Volume	Complete
Request Information	Complete
Request Details	Complete
Budget	Complete
Narrative Statement	Complete
Assurances and Certifications	Complete

PLEASE READ THE FOLLOWING STATEMENTS BEFORE YOU SUBMIT.

- **YOU WILL NOT BE ALLOWED TO EDIT THIS APPLICATION ONCE IT HAS BEEN SUBMITTED.** If you are not yet ready to submit this application, save it, and log out until you feel that you have no more changes.
- When you submit this application, you, as an authorized representative of the organization applying for this grant, are certifying that the following statements are true:

To the best of my knowledge and belief, all data submitted in this application are true and correct.

This application has been duly authorized by the governing body of the applicant and the applicant will comply to the Assurances and Certifications if assistance is awarded.

To sign your application, check the box below and enter your password in the space provided. To submit your application, click the Submit Application button below to officially submit your application to FEMA.

Note: Fields marked with an * are required.

I, John Tippett, am hereby providing my signature for this application as of 14-Jan-2016.

COMMITTEE / COUNCIL AGENDA

(e.)

TO: John J. Tecklenburg, Mayor
FROM: Stephen A. Bedard DEPT. BFRC
SUBJECT: OFFICE OF CULTURAL AFFAIRS -
REQUEST: To approve the submission of a grant application to Arts Midwest
Big Read in the amount of \$10,000 for the 2016 MOJA Arts Festival.

COMMITTEE OF COUNCIL: W&M DATE: January 26, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Stephen A. Bedard</i>	<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Scott W. [Signature]</i>	<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Cheri A. [Signature]</i>	<input type="checkbox"/>

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: *Amy Whelan*

FISCAL IMPACT:

City match in the amount of \$10,000 is required. Match will come from paid admissions, SCAC grant aid, and foundation grants.

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.

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Grant Application

Before you begin your application review the [guidelines and application instructions](#).

Eligibility Criteria

Applicants must:

1. Be a nonprofit 501(c)(3) organization; a division of state, local, or tribal government; or a tax exempt public library located within the United States or its territories. Eligible applicants include such organizations as literary centers, libraries, museums, colleges and universities, art centers, historical societies, arts councils, tribal governments,
2. Partner with a library (if the applicant organization itself is not a library).
3. Select one of the [34 available reading choices](#). Applicants that have received an NEA Big Read grant in the past must choose a different reading selection from their previous programming and are encouraged to choose one of the newly added titles.
4. Obtain a [DUNS number](#).
5. [Register with the System for Award Management \(SAM\)](#) and maintain an active registration until the application process is complete, and if selected, throughout the programming dates of the award. This may include renewing your registration annually or more frequently if there are changes in the information.

Note: K-12 schools, school districts, boards of education, or other school governing bodies, whether public or private, are not eligible applicants, but may partner with eligible applicants.

Saving your information

If you need to save your application and finish later, please use the Save and Resume links at the top or bottom of this form. You will be asked to input an email and password. An email will be sent to the address you provide to continue your progress. Please use the same email and password if you need to save and resume multiple times. We can reset your password for you if you forget it.

We highly recommend that you complete the form in one session and prepare your responses offline ahead of time by referencing the [application guidelines](#).

If you have any questions, please contact the NEA Big Read program staff at neabigread@artsmidwest.org, or call 612.238.8010.

How did you learn about this grant opportunity?

The Office of Cultural Affairs learned about the Big Read grants program through a National Endowment for the Arts newsletter. ^

▼

250 character limit

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Grant Application

Applicant organization information

Please provide some basic information about your organization.

Organization Name *

City of Charleston Office of Cultural Affairs

Which legal entity should receive the grant? This should be the name on your 501(c)(3) letter from the IRS.

Publicity Name *

MOJA Arts Festival

If awarded a grant, by which name should the organization be publicized?

Organization Telephone *

(843) 724-7305

Organization Fax

(843) 720-3967

Organization Website

www.MOJAFestival.com; www.CharlestonArts.org

www.example.com

Organization Type *

Government - Municipal

My organization is a(n)... *

Arts Council/Agency

We primarily focus on the following art form... *

Multi-disciplinary

Employer Identification Number (EIN) *

57-6000226

DUNS Number *

077990786

[DUNS & SAM Information](#) [Lookup/acquire DUNS](#)

Are you registered with SAM.gov?

I certify that my organization is registered with SAM.gov.

[Click here to register with SAM.gov.](#)

An active SAM.gov registration is required to receive federal grant funds.

Has your organization received an NEA Big Read grant before? *

No

Street address

Organization Street Address *

75 Calhoun Street, Suite 3800

Enter full street address including any suites, rooms, etc. Ex: 2908 Hennepin Ave South, Suite 200. Do NOT use a P.O. box.

City *

Charleston

State *

South Carolina

ZIP+4 *

29401-3538

[Look up your ZIP+4](#)

Mailing/shipping address

Provide your organization's **mailing address** if different from your street address.

Organization Mailing Address

Do NOT use a P.O. box.

City

State *

Please select..

ZIP+4

[Look up your ZIP+4](#)

Proof of federal tax exemption

Attach proof of your organization's federal tax exempt status, consisting of either:

- a. A scanned PDF of your organization's federal tax exempt ruling letter under Section 501(c)(3) of the Internal Revenue Code; or
- b. A scanned PDF of documentation indicating that your organization is a division of state, local, or tribal government. State sales tax exemption certificates and copies of ordinances or bylaws are **not** qualified documents.

View a sample letter from the IRS verifying an organization's 501(c)(3) federal tax exempt status. If you need assistance to identify the correct documentation, please call Arts Midwest or check with your finance department.

Upload: proof of **federal** tax exemption *

11 Tax Exemption Paperwork with IRS.pdf Upload a different file

File size limit: 5MB

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Grant Application

Contact information

Enter the name and contact information for the staff member(s) who will be responsible for managing the NEA Big Read program at your organization.

The **Programming Contact** is the person who will be responsible for the day-to-day operation of your program and will receive most of the communication from Arts Midwest.

The **Grant Contact** is the person who should receive grant payments and handle the financial management of the grant.

You may list the same person for each role.

Programming Contact's First Name *	Programming Contact's Last Name *
Gordon	Rooney
Programming Contact's Title *	Programming Contact's Email *
Development Manager	RooneyG@charleston-sc.gov
Programming Contact's Phone *	
(843) 724-7295	

Grant Contact's First Name *	Grant Contact's Last Name *
Rachel	Workman
Grant Contact's Title *	Grant Contact's Email *
Finance Manager	WorkmanR@charleston-sc.gov
Grant Contact's Phone *	
(843) 724-7307 ext.####	

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Grant Application

Program information

Grant Request Amount *

Number must be between 5000 and 20000. Please enter whole numbers. Do not include commas, dollar signs, or decimals.

Programming Start Date *

Dates must fall between September 1, 2016 and June 30, 2017.

Programming End Date *

Ideally, your NEA Big Read will last approximately one month.

Anticipated total number of participants *

Please provide your best estimate of attendees to your proposed programming (e.g. 2500)

Description of geographic area where programming will take place *

Programming for the Big Read will take place in the Charleston, South Carolina area. Through our existing resources and through our partnerships for this grant program, we will expand the reach of the program to areas throughout the Charleston area. Our current programming plans include various venues in downtown Charleston, James Island, Johns Island and West of the Ashley.

1100 character limit

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Grant Application

The review panel will review the following components to determine the quality of diverse and creative literary programming that: shows a clear connection between the NEA Big Read title and the target audience(s); meets the programming requirements; and engages a wide range of community members with the writing, content, and themes of the selected title.

Reading selection *

Silver Sparrow 

Explain your rationale for choosing this title *

There are a number of reasons for choosing this title and author. During the 2014 MOJA Arts Festival, Pearl Cleage (our 2014 Literary Corner artist) spoke of being inspired by Tayari Jones. Ms. Jones is a southern, African-American author whose work is not at present widely known in Charleston. In addition, we appreciate her voice as one that talks about identity and we know that will resonate, in a contemporary way, in a major southern community like Charleston. This is an opportunity to bring an outstanding author to the Charleston area to discuss the themes of her book, her motivation for writing the book, what inspires her as an author and to bring our community together in discussion on important, relevant themes that will resonate to many in our community. These themes might include

1100 character limit

Narrative: Project description

Describe your programming plans in detail. Include the types of activities, target audiences for those activities, locations, timeframes, and number. You must outline your plans to meet the programming requirements outlined in the [guidelines and application instructions](#) including:

1. A kick-off event to launch the program.
2. A minimum of 10 discussions on the selected book or poet.
3. At least one keynote session on the selected book or poet and themes referenced in the text (e.g., author reading or interview, panel discussion, or lecture by a key biographer).

- 4. A minimum of two special events involving other forms of artistic programming designed to engage participants with the selected book or poet (e.g., art exhibits/contests related to the themes of the book or poet; poetry slams, film series including adaptations of the book, theatrical readings, etc.).

Note: Event types may be combined (e.g., a kick-off event can include a keynote session and a discussion of the book or poet).

Reminder: Rich text formatting (bold, italic, underline, bullet lists) is not available for narrative responses.

Detailed project description: *

The City of Charleston Office of Cultural Affairs and the Charleston County Public Library, along with other NEA Big Read grant partners, will plan to launch the NEA Big Read program on September 15, 2016 at the Main Branch of the Charleston County Public Library. We will plan for a media announcement and have an arts component during this kick-off event. To meet our minimum ten discussions on the selected book, *Silver Sparrow*, the Charleston County Public Library will host at least six book discussions in various CCPL branches throughout the Charleston area (distributed geographically to reach as broad an audience as possible). We will conduct one event with senior citizens during the MOJA Arts Festival at Bishop Gadsden on James Island, at least one presentation for a public high school in Charleston County, one book discussion at the Charleston Library Society and one book discussion with a student group at the College of Charleston.

We will have two special events around this title, including a spoken word event, curated by Marcus Amaker, with a focus on reclaiming one's identity. We will also partner with Girls Rock Charleston to organize a musical presentation (incorporated into the MOJA Arts Festival Finale) to address the theme of navigating a revealed secret.

The keynote session on *Silver Sparrow* will take place at the Avery Research Center at the College of Charleston, where author Tayari Jones will discuss her book and her motivations behind writing *Silver Sparrow*. This event will include a question and answer session and will allow for attendees to get to know the author. Ms. Jones will also serve as our 2016 Literary Corner artist for the MOJA Arts Festival.

Other events will include a textile arts juried arts exhibition, curated by Cookie Washington with work documenting family history, real and imagined. ~~Additionally, we will coordinate another project during the grant period that~~ 4300 character limit.

Proposed total number of events: *

Proposed total number of book discussions: *

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Grant Application

The review panel will review the following components to determine the relevance and depth of involvement with community partner organizations that will broaden community participation beyond the applicant's primary constituent base and enrich programming. Examples of such partners are libraries, middle and/or high schools, bookstores, museums, arts organizations, local businesses, community service organizations, community centers, youth groups, senior centers, correctional institutions, community colleges, universities, social service organizations, and military installations.

Narrative: Partnerships description

1. Describe your partnerships with libraries (as applicable) and community organizations.
2. Explain the role each partner will play in your program, the activities each partner will undertake with your organization, and whether these partnerships are confirmed or pending.
3. Explain how your partnerships will allow you to reach your intended audience (s) and strengthen or build new communities around the NEA Big Read activities.

Note: Applicant organizations that are not a library must partner with a library.

Reminder: Rich text formatting (bold, italic, underline, bullet lists) is not available for narrative responses.

Partnerships description: *

The City of Charleston Office of Cultural Affairs will partner with the Charleston County Public Library, the MOJA Arts Festival Planning Committee and the Avery Research Center at the College of Charleston. The Office of Cultural Affairs will take the lead on the NEA Big Read grant in partnership with the other three organizations. The Office of Cultural Affairs will manage the day-to-day promotion of the NEA Big Read, the management of grant funds and the coordination of various events and activities related to the discussion and promotion of Silver Sparrow and Tayari Jones. The Charleston County Public Library will promote the Big Read through their newsletters, help distribute the book selection through library circulation and will lead at least six book discussions in various library branches throughout the Charleston area. The MOJA Planning Committee (made up of civic leaders, educators, volunteers and artists) will help plan the coordination of NEA Big Read events throughout the MOJA Arts Festival (when many of the Big Read grant activities will take place). The College of Charleston's Avery Research Center will host at least one event during the NEA Big Read grant period. This event will be our main event with the author, Tayari Jones, discussing her book, Silver Sparrow, and her motivations behind her work, along with a question and answer period with those in attendance. All of the above partnerships are confirmed.

Through our official partners for this grant program, mentioned above, we will be able to reach a broad and diverse audience and bring our community together in reading Silver Sparrow. Having access to the Charleston County Public Library's many branches throughout the Charleston area will allow us to reach audiences that may or may not typically get involved in our many cultural activities and events. Conducting the NEA Big Read in conjunction with the MOJA Arts Festival will clearly allow us to reach thousands of festivalgoers and invite them

4300 character limit

Letters of support

Upload two, one-page letters of support. Each letter should address the roles and responsibilities of the partner organization in relation to the project. Letters must be on organization letterhead and submitted in PDF format. Please use 11 point type, single-spacing, 1 inch margins on the left and right hand sides.

Library applicants: One letter must be from a key partner.
All other applicants: One letter must be from your library partner.

Upload: First Letter of Support *
signed letter of support CCPL.pdf Upload a different file

File size limit: 5MB

Upload: Second Letter of Support *

File size limit: 20MB

Proposed total number of partner organizations: *

Total number of all libraries, museums, schools, and businesses pending and confirmed.

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Grant Application

The review panel will review the following components to determine the applicant's active promotion of the NEA Big Read through digital and print channels as well as other public relations/marketing efforts; distribution of digital guides and promotional materials; and publicity through partnerships with local radio, print, TV, and media outlets.

Narrative: Promotional description

1. Describe how you will promote your programming. Discuss any proposed or existing partnerships with specific media outlets.
2. Explain how your program will utilize the digital guides found on neabigread.org and copies of your reading selection.

Reminder: Rich text formatting (bold, italic, underline, bullet lists) is not available for narrative responses.

Promotional description: *

Every year the Office of Cultural Affairs and the MOJA Planning Committee actively promotes the MOJA Arts Festival through a number of media partners, festival coordinators and other festival partners. If awarded a Big Read Grant, we will coordinate much of our NEA Big Read programming in conjunction with the MOJA Arts Festival. We will do this through both out-of-market and local media outlets. More specifically, our out-of-market media partners currently include the Atlanta Journal-Constitution, the Charlotte Observer and The Greensboro News & Record for digital advertising; The State Newspaper (Columbia, SC) for print; and Cumulus (107.3 and Z93 Jamz) and the Big DM for radio; and WACH FOX 57 (Columbia, SC) for TV. Our in market promotion plan includes The Post & Courier and The Chronicle for print; WCSC Live 5, WCBD Live 2 and WCIV Live 4 for TV (all of which reach out-of-market audiences as well). We will continue to refine our media plan if we find that it will help promote the MOJA Arts Festival and the NEA Big Read.

Our office has successfully promoted our major events to attract tourists to come to Charleston and enjoy festival programs and cultural happenings. Reinforcing our advertising schedules, our programs have been featured in national publications such as Travel + Leisure Magazine, Conde Nast Traveler Magazine, The New York Times, The Los Angeles Times, USA Today, US Airways Magazine and more. Running our Big Read program in conjunction with the MOJA Arts Festival will no doubt help promote this wonderful grant program and the excellent regional author and title we choose to promote.

While many of our NEA Big Read participants will reside in the Charleston area, our media plan, as mentioned above, is intended to reach other populations that could potentially make a trip to Charleston a one or two day affair. Additionally, our email marketing has a national reach of 35,000+ subscribers for the MOJA Arts Festival, where we will also promote the NEA Big Read.

4300 character limit

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Grant Application

The review panel will review the following components to determine the applicant's capacity to manage and implement the proposed NEA Big Read programming including organization capacity, the provision of appropriate personnel, reasonable budget plan, and evidence of the required 1 to 1 match.

Reminder: Rich text formatting (bold, italic, underline, bullet lists) is not available for narrative responses.

Organization description

Describe your organization's history, programming, and achievements. *

The Office of Cultural Affairs was founded in 1977 with a mission to make the arts more accessible to all people in our community, regardless of social or physical limitations. Our office has successfully produced and presented cultural events large and small for decades. Some of these events include the Piccolo Spoleto Festival, the MOJA Arts Festival, the Charleston Farmers Market, Holiday Magic in Historic Charleston, Holiday Parade of Boats, at least six exhibitions a year from local and regional artists at the City Gallery at Waterfront Park and our Lowcountry Quarterly Arts Grants Program (where we help promote and support local artists and arts organizations through small grants).

2100 character limit

Describe your organization's experience with presenting community-wide programming that demonstrates an ability to conduct a successful NEA Big Read. *

The City of Charleston Office of Cultural Affairs' experience with presenting community-wide programming goes back to the late 1970's. The many programs and cultural events that we produce and present (mentioned above) is evidence of our experience and capability of conducting a successful NEA Big Read. The MOJA Arts Festival, which will run in conjunction with our NEA Big Read, was founded in 1979 and remains a vital community event with a regional and national profile celebrating the Lowcountry's African-American & Caribbean arts, cultural and history. This 11-day annual festival brings together 60,000 people with a comprehensive program of events and presentations featuring visual arts, classical music, theatre, poetry, storytelling, dance, jazz, gospel, R&B, children's activities, and traditional crafts. MOJA has been repeatedly selected as one of the Southeast Tourism Society's Top 20 events and is an annual highlight of the autumn cultural calendar drawing patrons from around the country.

2100 character limit

Organizer Biographies

Outline the key staff and/or volunteers who will plan and implement the programming, including their titles, roles and responsibilities, and experience or capacity for managing an NEA Big Read. Include partner organizations' staff as applicable. *

The Office of Cultural Affairs and the Charleston County Public Library (CCPL) will partner to manage a successful NEA Big Read program in our community. Here are biographies of key staff who will help manage this grant program: Cynthia Bledsoe is the Interim Executive Director of the Charleston County Public Library. Ms. Bledsoe graduated from Tennessee State University and received her Masters of Science in Information Science from the University of Tennessee. She previously served as the Main Library Manager for CCPL Public Service Librarian, Interim Director of the Dorchester County Library, SC, and served as Children's Librarian for Nashville Public Library, TN. As Interim Director, she is responsible for the leadership and administration of the county-wide library system. Ms. Bledsoe also serves as Director of the Charleston Tells Storytelling Festival and was principal Project director on the successful CCPL 2007 NEA Big Read.

Kimberly Bowlin is Manager of Special Events at CCPL. Ms. Bowlin graduated from Gettysburg College and received her Masters of Arts in Educational Leadership and Policy Studies from California State University, Northridge. Her responsibilities and duties include: plans, coordinates, and manages all special projects throughout the CCPL system, such as One Book, Charleston Tells Storytelling Festival, and partnership with the College of Charleston's Race and Social Justice Initiative. She also helps secure funding through grant support, and serves as the project manager of funded projects, as well as the system-wide grants coordinator for staff providing support and direction as needed.

Scott Watson is the Director of the City of Charleston Office of Cultural Affairs. Mr. Watson manages and directs all activities of the Office of Cultural Affairs, which produces, directs, and administers City-sponsored festivals, events and arts programs. Mr. Watson assists the Mayor with developing and defining City arts policy and strategic

4300 character limit

Organization annual expenses (enter whole dollar amounts)

Previous fiscal year *

1510000

Please enter whole numbers. Do not include commas, dollar signs, or decimals.

Current budgeted fiscal year *

1510000

Please enter whole numbers. Do not include commas, dollar signs, or decimals.

Budget

Download: Budget Form (Microsoft Excel)

Represent all anticipated expenses and revenue necessary to fully implement the program plans proposed, including planning, programming, and reporting. Be sure to represent your 1 to 1 match for the program in both the revenues and expenses sections. Use the proposal budget instructions to complete the budget form.

Note: Your budget must be completed and submitted using the provided form. Other formats will NOT be accepted.

Upload: Budget Form in Excel
(.xls or .xlsx) format *

File size limit: 5MB

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Grant Application

Final steps

Application certification & legal notices

By clicking "Submit" below, I certify on behalf of my organization that all the information provided in this application is true to the best of my knowledge, and that my organization will comply with all federal grant regulations, including providing organizational audit information if required by federal law, as stated in the [Assurance of Compliance](#).

Time to review

- Click "Submit" below.
- You will be taken to a summary page of all your answers.
- Please review your responses and print a copy for your files.
- When finished your review, hit "Confirm" to send your application.

In order for your application to be complete, it must be submitted on or before 4:00 p.m. CST on Wednesday, January 27, 2016.

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[Submit](#)

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NEA Big Read: Proposal Budget

Use this form to illustrate the funding sources for your program, including the required 1 to 1 match and details of how you intend to spend the grant and matching funds. For additional directions on how to complete this form, refer to the budget instructions document. Please call the NEA Big Read team at Arts Midwest with any questions at 612.238.8010.

Type your organization name here

Revenues

In the revenues section of this form (page 1), indicate all anticipated income for the program from all sources.

Grants and cash contributions

Input your grant request and any other grants or cash contributions you expect to receive. Federal funds (direct or indirect) may not be used toward the 1 to 1 match. Examples of eligible matching items for this section are cash donations from individuals, community grants, or cash from your partner organizations. Indicate if items are confirmed or pending.

Funding Source	Detail	Amount
NEA Big Read	Grant request (pending)	\$ 10,000.00
South Carolina Arts Commission Accessibility Grant		\$ 2,500.00
The Joanna Foundation		\$ 1,500.00
South Arts Literary Touring Grant		\$ 2,000.00
Grants and cash contributions subtotal:		\$ 16,000.00

Applicant organization contributions

Include any funds that the applicant organization will contribute to the program. Examples of eligible matching items for this section are staff salaries, wages, and benefits from the applicant organization, administrative overhead, and facility space. To qualify as matching resources, these items also must be listed in the program budget as expenses.

Funding Source	Detail	Amount
Marketing, Promotion, Advertising		\$ 2,000.00
Applicant organization contributions subtotal:		\$ 2,000.00

Third party (in-kind) contributions

List items and services partner organizations will contribute. Examples of eligible matching items for this section are partner organizations' salaries and wages, donated space, donated supplies, the cash equivalent value of volunteer services, etc. To qualify as matching resources, these items also must be listed in the program budget as expenses. The dollar value of these non-cash donations should be calculated at their verifiable fair-market value. Proper documentation must be maintained for all items noted as "in-kind."

Funding Source	Detail	Amount
Third party (in-kind) contributions subtotal:		\$ -

Anticipated earned revenue

In the following section list estimates of earned revenue from your Big Read programs. Examples of eligible matching items for this section would be ticket sales or entry fees to events.

Funding Source	Detail	Amount
Admissions		\$ 2,000.00
Anticipated earned revenue subtotal:		\$ 2,000.00

Total match:	The sum of all revenues except the NEA Big Read grant request. The total match must be equal to or greater than the NEA Big Read grant request.	\$ 10,000.00
Total revenues:	The sum of all revenue subtotals.	\$ 20,000.00

Rationale for choosing this title:

There are a number of reasons for choosing this title and author. During the 2014 MOJA Arts Festival, Pearl Cleage (our 2014 Literary Corner artist) spoke of being inspired by Tayari Jones. Ms. Jones is a southern, African-American author whose work is not at present widely known in Charleston. In addition, we appreciate her voice as one that talks about identity and we know that will resonate, in a contemporary way, in a major southern community like Charleston. This is an opportunity to bring an outstanding author to the Charleston area to discuss the themes of her book, her motivation for writing the book, what inspires her as an author and to bring our community together in discussion on important, relevant themes that will resonate to many in our community. These themes might include discussions on southern girlhood, daughterhood, bigamy, love, the idea of home and security and unacknowledged daughters and sons.

Project description:

The City of Charleston Office of Cultural Affairs and the Charleston County Public Library, along with other NEA Big Read grant partners, will plan to launch the NEA Big Read program on September 15, 2016 at the Main Branch of the Charleston County Public Library. We will plan for a media announcement and have an arts component during this kick-off event. To meet our minimum ten discussions on the selected book, *Silver Sparrow*, the Charleston County Public Library will host at least six book discussions in various CCPL branches throughout the Charleston area (distributed geographically to reach as broad an audience as possible). We will conduct one event with senior citizens during the MOJA Arts Festival at Bishop Gadsden on James Island, at least one presentation for a public high school in Charleston County, one book discussion at the Charleston Library Society and one book discussion with a student group at the College of Charleston.

We will have two special events around this title, including a spoken word event, curated by Marcus Amaker, with a focus on reclaiming one's identity. We will also partner with Girls Rock Charleston to organize a musical presentation (incorporated into the MOJA Arts Festival Finale) to address the theme of navigating a revealed secret.

The keynote session on *Silver Sparrow* will take place at the Avery Research Center at the College of Charleston, where author Tayari Jones will discuss her book and her motivations behind writing *Silver Sparrow*. This event will include a question and answer session and will allow for attendees to get to know the author. Ms. Jones will also serve as our 2016 Literary Corner artist for the MOJA Arts Festival.

Other events will include a textile arts juried arts exhibition, curated by Cookie Washington with work documenting family history, real and imagined. Additionally, we will coordinate another project during the grant period that will help people in their genealogical search. This will include a screening of *Tracing Your Roots* with Henry Louis Gates Jr.

We continue to refine our overall project plans and hope to add additional elements to our NEA Big Read program. We are confident that, along with our partners, our NEA Big Read grant program will be a success and will also help bring a significant literary component to the MOJA Arts Festival and to our community.

Partnership description:

The City of Charleston Office of Cultural Affairs will partner with the Charleston County Public Library, the MOJA Arts Festival Planning Committee and the Avery Research Center at the College of Charleston. The Office of Cultural Affairs will take the lead on the NEA Big Read grant in partnership with the other three organizations. The Office of Cultural Affairs will manage the day-to-day promotion of the NEA Big Read, the management of grant funds and the coordination of various events and activities related to the discussion and promotion of *Silver Sparrow* and Tayari Jones. The Charleston County Public Library will promote the Big Read through their newsletters, help distribute the book selection through library circulation and will lead at least six book discussions in various library branches throughout the Charleston area. The MOJA Planning Committee (made up of civic leaders, educators, volunteers and artists) will help plan the coordination of NEA Big Read events throughout the MOJA Arts Festival (when many of the Big Read grant activities will take place). The College of Charleston's Avery Research Center will host at least one event during the NEA Big Read grant period. This event will be our main event with the author, Tayari Jones, discussing her book, *Silver Sparrow*, and her motivations behind her work, along with a question and answer period with those in attendance. All of the above partnerships are confirmed.

Through our official partners for this grant program, mentioned above, we will be able to reach a broad and diverse audience and bring our community together in reading *Silver Sparrow*. Having access to the Charleston County Public Library's many branches throughout the Charleston area will allow us to reach audiences that may or may not typically get involved in our many cultural activities and events. Conducting the NEA Big Read in conjunction with the MOJA Arts Festival will clearly allow us to reach thousands of festivalgoers and invite them to participate in the discussion, reading and appreciation of our reading selection. Partnering with the College of Charleston Avery Research Center will allow us to reach an audience that is regularly involved with cultural and educational activities the College of Charleston promotes. With these strong partnerships, along with our nonprofit outreach partners and media partners, we will reach a large audience for this community read. Additionally, we are optimistic that this NEA Big Read grant will allow us to build new audiences for our cultural programs while bringing a number of people together, in a meaningful way, to discuss and read a relevant and interesting reading selection for our community.

Promotional description:

Every year the Office of Cultural Affairs and the MOJA Planning Committee actively promotes the MOJA Arts Festival through a number of media partners, festival coordinators and other festival partners. If awarded a Big Read Grant, we will coordinate much of our NEA Big Read programming in conjunction with the MOJA Arts Festival. We will do this through both out-of-market and local media outlets. More specifically, our out-of-market media partners currently include the Atlanta Journal-Constitution, the Charlotte Observer and The Greensboro News & Record for digital advertising; The State Newspaper (Columbia, SC) for print; and Cumulus (107.3 and Z93 Jamz) and the Big DM for radio; and WACH FOX 57 (Columbia, SC) for TV. Our in market promotion plan includes The Post & Courier and The Chronicle for print; WCSC Live 5, WCBD Live 2 and WCIV Live 4 for TV (all of which reach out-of-market audiences as well). We will continue to refine our media plan if we find that it will help promote the MOJA Arts Festival and the NEA Big Read.

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Our final promotion tool is to make sure that all citizens in the Charleston area have the opportunity to experience the NEA Big Read. This means relying on our existing nonprofit partners to reach low-income senior citizens, students, educators, families, folks with disabilities and veterans. These outreach partners will help promote the NEA Big Read through their existing promotion strategies, such as email newsletters to their constituents.

Our office, along with the MOJA Planning Committee and the Charleston County Public Library, will utilize the digital guides and copies of Silver Sparrow during our book discussions, special events and book kick-off event. The digital guides will prove useful to help our book discussions run more smoothly and help readers understand the reading selection better. Many of the books will be purchased and then put into circulation at the CCPL, so the library can track the books and so that everyone has a chance to borrow a copy.

Organizer bios:

The Office of Cultural Affairs and the Charleston County Public Library (CCPL) will partner to manage a successful NEA Big Read program in our community. Here are biographies of key staff who will help manage this grant program: Cynthia Bledsoe is the Interim Executive Director of the Charleston County Public Library. Ms. Bledsoe graduated from Tennessee State University and received her Masters of Science in Information Science from the University of Tennessee. She previously served as the Main Library Manager for CCPL Public Service Librarian, Interim Director of the Dorchester County Library, SC, and served as Children's Librarian for Nashville Public Library, TN. As Interim Director, she is responsible for the leadership and administration of the county-wide library system. Ms. Bledsoe also serves as Director of the Charleston Tells Storytelling Festival and was principal Project director on the successful CCPL 2007 NEA Big Read.

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Scott Watson is the Director of the City of Charleston Office of Cultural Affairs. Mr. Watson manages and directs all activities of the Office of Cultural Affairs, which produces, directs, and administers City-sponsored festivals, events and arts programs. Mr. Watson assists the Mayor with developing and defining City arts policy and strategic planning. He also acts as a liaison to Charleston's arts and cultural groups, develops strategies for arts education programs in partnership with Charleston County Schools and other partners. His past employment includes experience at national and international cultural institutions and independent consulting groups on behalf of arts centers and companies throughout the country.

Internal Revenue Service

Date: February 8, 2005

**CITY OF CHARLESTON
OFFICE OF CITY CONTROLER
P O BOX 304
CHARLESTON SC 29402**

**Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201**

**Person to Contact:
Steve Brown 31-07422
Customer Service Specialist
Toll Free Telephone Number:
8:30 a.m. to 8:30 p.m. ET
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
57-6000226**

Dear Sir/Madam:

This is in response to your request of February 8, 2005, regarding your organization's exemption from Federal income tax.

As a governmental unit or a political subdivision thereof, your organization is not subject to Federal income tax under the provisions of Section 115(1) of the Internal Revenue Code, which states in part:

"Gross income does not include income derived from ... the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

Because your organization is a governmental unit or a political subdivision thereof, its income is not taxable as explained above. Contributions used exclusively for public purposes are deductible under Section 170(c)(1) of the Code.

Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Your organization may obtain a letter ruling on its status under section 115 by following the procedures specified in Rev. Proc. 2004-1 or its successor.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,


for Janna K. Skulca, Director, TE/GE
Customer Account Services

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Will Bryant

DEPT.

CPD

SUBJECT: **AMEND TO THE AGREEMENT BETWEEN BAYSIDE APARTMENTS, L.P. D/B/A BRIDGEVIEW VILLAGE APARTMENTS AND THE CHARLESTON POLICE DEPARTMENT.**

Approve an extension to the Agreement between Bayside Apartments, L.P. and the Charleston Police Department which allows the Police Department to provide patrol services and a liaison officer to the property.

COMMITTEE OF COUNCIL:

W&M

DATE:

January 26, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

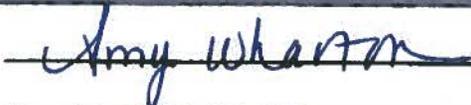
FUNDING: Was funding previously approved? Yes No N/A

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: 

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.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

**THIRD AMENDMENT
TO AGREEMENT
BETWEEN
BAYSIDE APARTMENTS, L.P. AND
CITY OF CHARLESTON**

THIS AGREEMENT is made this ____ day of _____, 2016, by and between Bayside Apartments, L.P., a South Carolina limited partnership, d/b/a Bridgeview Village Apartments (hereafter "Bridgeview") and the City of Charleston (hereafter "the City").

WITNESSETH

WHEREAS, Bridgeview and the City entered into an Agreement effective January 28, 2013, a copy of which is attached hereto as Exhibit A; and,

WHEREAS, Bridgeview and the City desire to amend the Agreement to extend the term.

NOW THEREFORE, the parties agree as follows:

1. Section II of the Agreement, "TERMS AND CONDITIONS," is hereby amended by replacing Subsection A with the following:

"A. Effective Dates.

The term of this Agreement will be extended from January 28, 2016 to January 28, 2017."

2. All other terms and conditions of this Agreement shall remain in full force and effect.

THIS AGREEMENT, by reference to the above stated Agreement, Exhibit A, shall when fully executed form a part thereof; and,

IN WITNESS WHEREOF, the parties hereto subscribe their names as of the date first above written.

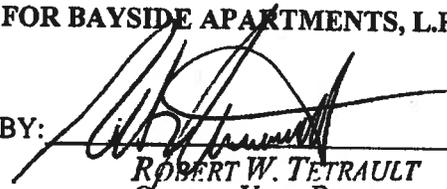
FOR THE CITY OF CHARLESTON

BY: _____

TITLE: _____

DATE: _____

FOR BAYSIDE APARTMENTS, L.P.

BY:  _____

TITLE: ROBERT W. TETRAULT
SENIOR VICE PRESIDENT

DATE: 1/1/16

EXHIBIT A

Insert copy of Executed Agreement

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT

This Agreement is made between Bayside Apartments L.P., a South Carolina limited partnership, DBA Bridgeview Village Apartments (hereafter "Bridgeview or Bridgeview Property") and The City of Charleston (hereafter "the City"), a municipality duly organized and existing pursuant to the laws of the State of South Carolina.

WHEREAS, Vista Capital Management Group is the agent for the owner of Bridgeview, a rental property located in the City of Charleston (hereafter "Bridgeview Property"); and

WHEREAS, for the past several years the City has provided police patrol services and a liaison officer to the Property; and

WHEREAS, the police services have been extremely beneficial to the community, and the Bridgeview Property and the City desire to continue this arrangement.

NOW THEREFORE, for and in consideration of the covenants set forth herein the sufficiency of which is here by acknowledged, the parties agree as follows:

I. SCOPE OF SERVICES:

The City, through the City of Charleston Police Department, will provide one liaison officer and police patrols coverage as set forth below (the "Services").

The liaison officer will be responsible for the following:

- (1) Meeting with site staff on a bi-weekly basis to review/discuss incidents/needs of the property. The parties will agree on the days and times of these meetings.
- (2) Provide the Bridgeview Property with copies of all incident reports for occurrences on or near the Bridgeview Property or that involve residents of the Bridgeview Property.
- (3) Schedule officers for patrols including random nightly patrols, weekend patrols, holiday patrols and resident function escorts.
- (4) Be available to interact with staff/residents when the need arises.

The police patrols will be responsible to perform patrols and be responsible for the following at the Bridgeview Property:

- (1) Active police patrolling during the shift.
- (2) Incident reporting to the Bridgeview site staff of rule violations.
- (3) Response to emergency calls.
- (4) Lighting reports at the Bridgeview Property.
- (5) Security check of all common areas.
- (6) Active police patrolling of the Bridgeview Property an average of 6.5 hours per day with coverage averaging 195 hours per month to augment existing police patrols for the area.

At all times when working at the Bridgeview Property, the patrols and the liaison will be under the full control of the City of Charleston Police Department and will, under no circumstances, be under the control of the Bridgeview Property.

II. TERMS AND CONDITIONS:

- A. Effective Dates.

This Agreement shall be effective when signed by both parties and approved by approved by the Charleston City Council, and will terminate one (1) year later. This Agreement may be renewed for three (3) additional one(1) year periods upon the written agreement of both parties.

B. Compensation.

The Bridgeview Property cures that annually, the amount of \$30,000.00, will be contributed based on monthly installments towards the services of the liaison officer. Additionally, the amount of \$60,720.00 annually will be contributed towards the services of the patrol officers. Monthly (or quarterly) invoices will be submitted to Bridgeview Property by The City.

C. Termination.

1. **For Convenience:** This Agreement may be terminated by either party without cause by giving written notice at least thirty (30) days prior to the effective date of such termination. ~~No cost shall~~ costs shall be allowed for a termination of convenience. No damages shall be allowed for a termination of convenience.
2. **For Default:** If either party fails to comply with the terms of the Agreement, the terminating party shall notify the other party in writing with the specifics regarding such noncompliance. If the noncompliant party fails to cure the noncompliance within fifteen (15) days of the notice, the terminating party shall terminate this Agreement by written notice to the noncompliant party within thirty (30) days thereafter. The noncompliant party shall not be entitled to any costs or damages resulting from termination under this section.

D. Amendment.

Any changes to this Agreement, which are mutually agreed upon between Bridgeview Property and The City, shall be incorporated in a written amendment to this Agreement and will not become effective until the amendment is signed by all parties.

E. Liability and Insurance.

1. Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this Agreement.
2. Both parties agree to maintain general liability coverage in the amount of \$600,000 per occurrence and \$300,000 property and will provide each other with satisfactory evidence of such coverage. Each officer shall be covered by workers' compensation and general liability insurance provided by the City of Charleston. Bridgeview Property agrees to list the City as an additional insured on its policy.
3. It is specifically acknowledged, however, that for personal injury or property damage against either party that arises, or alleged to have arisen, as a result of the physical condition of the Property, such claims shall be the responsibility of Bridgeview Property, unless such claim is the result of a negligent act or omission of the City using the Property when the claim arose.

F. Non-Discrimination.

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to the Services on the grounds of race, disability, color, sex, religion, age, health status or national origin, or any other characteristic protected by the federal, state, or local law.

G. Evaluation of Agreement.

Appropriate staff of the City and Bridgeview Property will meet no less than annually to evaluate this Agreement based on the responsibilities for each party listed under Section 1, Scope of Services, of this Agreement.

H. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina. All disputes, claims or controversies relating to the Agreement shall be litigated in the Ninth Judicial Circuit or United States District Court sitting in Charleston, South Carolina.

I. Notice.

All notices required under this Agreement to either of the parties hereto shall be deemed properly given, with notice effective five (5) days after mailing, when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To City:

Joseph P. Riley, Jr., Mayor
City of Charleston
PO Box 304
Charleston, SC 29402

With copies to:

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

Police Department
Chief of Police
c/o Administrative Services Manager
180 Lockwood Blvd
Charleston, SC 29403

To Bayside Apartments LP via Vista Capital:

Wayne Redding
Vista Capital Management Group
207 Whitsett Street
Greenville, SC 29601

With copies to:

J. Force Majeure.

If the performance of this Agreement is subject to any circumstances making it illegal or impossible to perform, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities this Agreement shall be automatically terminated upon written notice.

K. Legal Status.

This Agreement does not constitute or give rise to a legal partnership or joint venture between Bridgeview Property and the City. Each party shall operate under the terms of the Agreement as an independent entity and not as a legal agent, legal representative, partner or joint venturer of the other and shall not make any representation to the public that it is such a legal representative of the other. Neither Bridgeview Property nor the City may create any obligations or responsibilities, express or implied, on behalf of or in the name of the other.

L. Waiver of Contractual Rights.

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

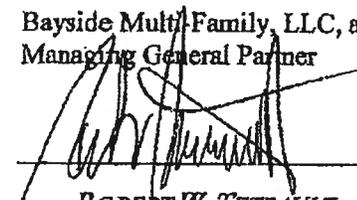
M. Severability.

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

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the duly authorized officers of the parties hereto.

AS TO
Bayside Apartments, L.P., a South Carolina limited partnership,

By: Bayside Multi-Family, LLC, a Colorado limited liability company,
Managing General Partner

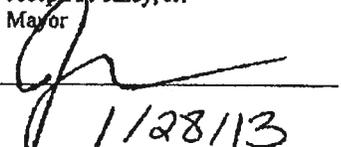
By: 
Its: ROBERT W. TETRAILL
SENIOR VICE PRESIDENT

WITNESS

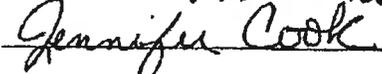


DATE: 12/31/2012

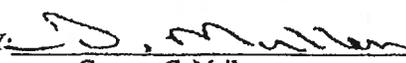
AS TO THE CITY OF CHARLESTON

BY: 
Joseph R. Riley, Jr.
Mayor

DATE: 1/28/13

AS TO THE CITY OF CHARLESTON

BY: 
Gregory G. Mullen
Chief of Police

DATE: 1/10/13

COMMITTEE / COUNCIL AGENDA

8.)

TO: John J. Tecklenburg, Mayor
FROM: Hernan E. Peña, Jr. DEPT. Traffic & Transportation
SUBJECT: Resolution for Clements Ferry Road Advance Clearing and Resurfacing Project
REQUEST: Approve resolution between the South Carolina Department of Transportation and the City of Charleston for Clements Ferry Road Advance Clearing and Resurfacing Project

COMMITTEE OF COUNCIL: Ways & Means DATE: January 26, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
<u>Traffic & Transportation</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Hernan E. Peña, Jr.</u>	<input type="checkbox"/>
<u>Legal Department</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Adelaide Andrews</u>	<input type="checkbox"/>
<u>Parks Department</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Jerry Ebeling</u>	<input type="checkbox"/>
<u>Public Service Department</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Laura Cabiness</u>	<input type="checkbox"/>

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

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

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton
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.



A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA, CONSENTING TO THE CLEMENTS FERRY ROAD ADVANCE CLEARING AND RESURFACING PROJECT - PROJECT ID #P029518, OF THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the South Carolina Department of Transportation (“SCDOT”) proposes to construct, reconstruct, alter, or improve the certain segments of the highway(s) in the State Highway System which are located within the corporate limits of the City of Charleston (hereinafter, the “City”) in connection with that certain project known as “S-33 Clements Ferry Road Advance Clearing & Resurfacing Project - Project ID P029518 within the City limits of the City of Charleston, in Berkeley County, South Carolina” (hereinafter the “Project”); and

WHEREAS, the City wishes to authorize the Project in accordance with the Clements Ferry Road Advance Clearing & Resurfacing plans prepared by the SCDOT; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA:

1. Pursuant to S.C. Code Ann. Section 57-5-820 (1991), the City does hereby consent to the Clements Ferry Road Advance Clearing & Resurfacing Project - Project ID P029518, within its

corporate limits and shall consist of SCDOT clearing and grubbing of the rights of way as needed to facilitate utility relocations and moving items, sediment and erosion control as needed for clearing operations, milling and resurfacing of the existing pavement surfaces along the mainline of Clements Ferry Road. This consent shall be the sole approval necessary from the City for SCDOT to complete the Project under the Project Plans and hereby constitutes a waiver of any and all other requirements with regard to construction of the Project - Project ID P029518 within the City's limits. The foregoing waiver and consent shall also extend to the benefit of utility companies engaged in relocating utility lines on account of the Project. Further, the City shall exempt all existing and new right-of-way and all other properties purchased in connection with right-of-way for the highway(s) from any general or special assessment against real property for municipal services.

2. Be it further resolved, that the City shall assist SCDOT in causing all water, sewer and gas pipes, manholes, or fire hydrants, and all power or telephone lines or poles located within the existing right-of-way to be relocated at the utility company's expense, except where the utility can demonstrate a prior right of occupancy. To the extent that City-owned utilities are to be relocated, those utility lines, and/or appurtenances may be replaced upon the new highway right-of-way at such locations as may be approved by SCDOT's project manager. SCDOT shall not be liable for damages to property or injuries to persons as a consequence of the placing, maintenance, or removal of any utilities by the City or its contractors. Future utility installations by the City within the limits of the new right-of-way after project completion shall be pursuant to a standard utility encroachment permit obtained in the normal course and issued pursuant to SCDOT's "A Policy for Accommodating Utilities on Highway Rights-of-Way."

3. The City hereby signifies its intention to faithfully observe the provisions of Chapter 5, Title 56, Code of Laws of South Carolina, 1976, and all amendments thereto relating to the regulation of traffic on the street, or streets, to be constructed, reconstructed, altered or improved as hereinabove identified and further agrees to refrain from placing or maintaining any traffic control devices upon any section of said street, or streets, without having first obtained written approval of the South Carolina Department of Transportation as required in S.C. Code Section 56-5-930 (1976, as amended), nor enacting any traffic regulation ordinances inconsistent therewith.

The above Resolution shall become effective immediately upon its adoption by City Council.

Done this _____ day of _____, 2016.

John J. Tecklenburg
Mayor

ATTEST:

Vanessa Turner Maybank
Clerk of Council