

Charles Towne Landing
Founders Hall
1500 Old Towne Road
March 22, 2016
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Williams
2. Approval of Minutes:
 - a.) March 7, 2016
3. Bids and Purchases
4. Police Department: Approval to submit the Awesome Foundation grant application for a mural for the CPD Family Room for \$1,000. No cash match is required.
5. Office of Cultural Affairs: Approval to submit a grant application to South Carolina Department of Parks, Recreation & Tourism (“SCPRT”) in the amount of \$6,000 for the 2016 MOJA Arts Festival. A City match in the amount of \$12,181.82 is required. The match will come from A-Tax funds.
6. Parks-Capital Projects: Approval of Colonial Lake Park Improvements Change Order #15 to the Construction Contract with Wildwood Contractors, LLC, in the amount of \$95,900 for approximately 400 square feet of additional tabby wall repairs along Ashley Avenue and the corner of Ashley and Broad (\$125,000) and zeroing out the mucking allowing in the contract and the 4” underdrain (-\$29,100). This approval will result in a budget transfer of \$95,900 from the Project Contingency to the Wildwood Construction Contract. The total project budget remains unchanged. The contract time will increase by 18 days. The approval of Change Order #15 will result in a \$95,900 increase to the Wildwood Contractors, LLC Construction Contract from \$4,609,256.56 to \$4,705,156.56. The funding sources for this project are: 1997 GO Bond, Charleston Parks Conservancy, Municipal Accommodations, Hospitality Fund, and Drainage Fund.
7. Parks-Capital Projects: Approval of Colonial Lake Aid-to-Construction Agreement and payment to SCE&G in the amount of \$152,436.36 for providing and installing 59 Charleston Series style luminaries, 42 aluminum Charleston Series anchor base poles and 17 fiberglass Whatley direct embedded poles. The total project budget remains unchanged. The Aid-to-Construction Agreement will be funded by the already existing \$6,134,089.43 project budget. The funding sources for this project are: 1997 GO Bond, Charleston Parks Conservancy, Municipal Accommodations, Hospitality Fund, and Drainage Fund.
8. Parks-Capital Projects: Approval of an Aid-to-Construction Agreement and payment to SCE&G in the amount of \$67,809.60 for pedestrian street lighting on Spring and Cannon

Streets. The cost is based on the City providing all conduits, foundations, 130 poles and 70 fixture heads. SCE&G will provide an additional 60 fixture heads, wiring and installation of the system. All of the City requirements have already been met through prior contracts on the project. The total project budget remains unchanged. The Aid-to-Construction Agreement will be funded by the already existing \$6,152,128 project budget. The funding sources for this project are: 2000 General Fund Reserves (\$300,000) and Gateway TIF (\$5,852,128).

9. Parks-Capital Projects: Approval of a Construction Contract with PURVIS Systems Incorporated in the amount of \$43,227.88 for the installation and configuration of bunk room lighting to integrate with the existing Fire Station Alerting System (FSAS) in each of the 15 fire stations. The purchase and installation will obligate \$43,227.88 of the \$46,500 allocated for the work from the 2016 Professional and Contractual Services in the Fire Department budget.
10. Public Service: Approval for JMT to provide final design and construction documents for the Low Battery Improvement Project in the amount of \$255,457.
11. Public Service: Approval of Addendum #17 in the amount of \$50,000 for Woolpert, Inc. to perform continued management support in the Church Creek Special Stormwater Management Area to include ICPR stormwater model updates, review of design/model calculations, design services, verification surveys, attendance of client/public meetings, and other related duties.
12. Housing and Community Development: Mayor and City Council approval is requested for the submission of the Application for Federal Assistance (SF 424 Forms) and the corresponding documents to the Department of Housing and Urban Development (HUD), which comprises the City of Charleston 2016-2017 Annual Action Plan. This request has been coordinated with the Community Development Committee of City Council. The Committee approved the HOPWA, HOME and CDBG budgets. However, amendments were requested to the CDBG budget to support the homeless efforts and are as follows: an award to the Homelessness Coalition in the amount of \$25,000 (reduced from \$50,000); One Eighty Place \$40,000 (increased from \$15,000); Greater Charleston Empowerment Corporation \$28,000 (reduced from \$30k) and the Charleston Trident Urban League, House and Home Program \$25,000 (reduced from \$30k). Additionally, approval is requested for the execution of contracts for each organization based on the approved budget. The contracts will be reviewed and vetted by City of Charleston Corporation Counsel prior to the dissemination of the contracts to the nonprofit agency.
13. The Committee on Real Estate: (Meeting was held March 22nd at 3:30 p.m., Charles Towne Landing, Founders Hall, 1500 Old Towne Road)
 - a.) Request authorization from the Mayor to execute the attached Temporary Construction Easement Agreement between the City of Charleston and E.C. Lofts, LLC [a portion of Moultrie Street (paper right-of-way)]
 - b.) Consider the following annexations:

- (i) 2066 Vestry Drive (TMS# 355-14-00-022) 0.28 acre, West Ashley (District 2)
- (ii) 604 Savannah Highway (TMS# 421-03-00-179) 0.24 acre, West Ashley (District 11)
- (iii) Savannah Highway (TMS# 286-00-00-033) 16.01 acres, West Ashley (District 5)

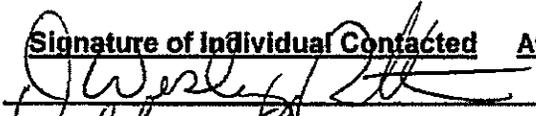
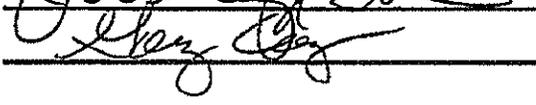
COMMITTEE / COUNCIL AGENDA

3a.)

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: ONESOLUTION SOFTWARE ANNUAL MAINTENANCE AGREEMENT
REQUEST: APPROVAL OF MAINTENANCE AGREEMENT WITH SUNGARD PUBLIC SECTOR,
THE SOLE SOURCE VENDOR, TO PROVIDE MAINTENANCE AND SUPPORT SERVICES
FOR THE CITY'S ONESOLUTION ERP (FINANCIAL, HR AND PAYROLL) SOFTWARE.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 22, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

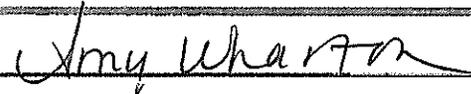
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: IT Account #: 161000-52206

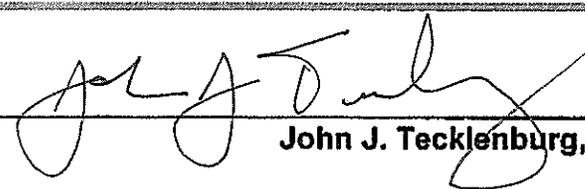
Balance in Account 95,036.00 Amount needed for this item 95,019.69

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

NOTES: Provides annual maintenance and support services, including software updates, for the City's Enterprise Resource Planning (ERP) system that provides all financial, payroll, budgeting, procurement and human resources functions.

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.

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: IT

PRODUCT: ONESolution Annual Maintenance and Support

REQUISITION NUMBER: PR161470

VENDOR: SunGard Public Sector

DATE: March 10, 2016

1. Please state the use for this/these product(s).

Annual maintenance and support required for ONESolution software (City's Financial, Budgeting, Procurement and HR Enterprise Resource Planning System).

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

No, this is an annual support renewal for software developed and maintained only by SunGard Public Sector as purchased and specified in our original agreement.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

ONESolution is a proprietary software product maintained by SunGard Public Sector. Annual support is required for periodic upgrading and troubleshooting.

4. Have you evaluated comparable products within the last two years?

YES or NO X

If yes, please state the complete results of the evaluation.

If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

OneSolution annual support can only be provided by SunGard Public Sector.

SIGNATURE



TITLE

CIO

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	116037	29/Feb/2016	1 of 3

Bill To: City of Charleston (IFAS)
 Dept of Information Technology
 2 George Street, Suite 2800
 CHARLESTON, SC 29401
 United States
 Attn: Greg Mckenzie 843-724-7471

Ship To: City of Charleston (IFAS)
 Dept of Information Technology
 2 George Street, Suite 2800
 CHARLESTON, SC 29401
 United States
 Attn: Greg Mckenzie 843-724-7471

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 5893LG	City of Charleston (IFAS)		USD	NET30	30/Mar/2016

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 00004232				
27	OneSolution Professional Development Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	1,339.00	1,339.00
Contract No. CHASCITY-2				
1	OS Support Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	86,236.75	86,236.75
2	OS - General Ledger Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
3	OS - Nucleus Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
4	OS - Accounts Payable/Encumbrances Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
5	OS - Accounts Receivable/Cash Receipts Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
6	OS - Bank Reconciliation Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
7	OS - Person/Entity Database Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
8	OS - Job Project Ledger Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
9	OS - Budget Item Detail Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
10	OS - Purchasing Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
11	OS - Fixed Assets Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
12	OS - Stores Inventory Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
13	OS - Easy Laser Forms	1.00	0.00	0.00

Page Total 87,575.75

SUNGARD PUBLIC SECTOR

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Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1	5893LG	City of Charleston (IFAS)	USD	NET30	30/Mar/2016

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Apr/2016, End: 31/Mar/2017			
14	OS - Payroll Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
15	OS - Human Resources Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
16	OS - Position Budgeting Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
17	OS - Project Allocation Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
18	OS - Contract Management Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
19	OS - Bid & Quote Management Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
20	OS - Grant Management Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
21	OS - Work Order Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
22	OS - Click, Drag, & Drill (Report Writer) Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
23	OS - Image Enabler Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
24	OS - Image Enabler Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
25	OS - Safety Net Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
26	OS - Hassle Free Support Maintenance Start: 01/Apr/2016, End: 31/Mar/2017	1.00	0.00	0.00
Contract No.				
28	Tax (Type - MA)	1.00	7,443.94	7,443.94

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Invoice

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1 5893LG	City of Charleston (IFAS)		USD	NET30	30/Mar/2016

No	SKU Code/Description/Comments	Units	Rate	Extended
Page Total				0.00

RLM
03-08-2016

WR 3-10-16

Remit Payment To: SunGard Public Sector Inc.
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

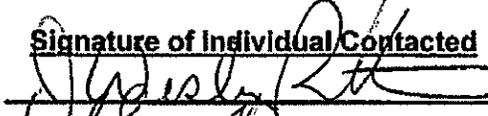
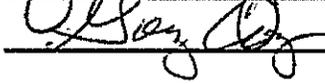
Subtotal	87,575.75
Sales Tax	7,443.94
Invoice Total	95,019.69
Payment Received	0.00
Balance Due	95,019.69

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Rafterree DEPT. Information Technology
SUBJECT: PAYMENT OF MICROSOFT ENTERPRISE AGREEMENT FOR COMPUTER SOFTWARE.
REQUEST: APPROVAL TO RENEW AND UPGRADE MICROSOFT ENTERPRISE AGREEMENT FOR CITY COMPUTERS AND SERVERS THROUGH SOFTWAREONE.
SC STATE CONTRACT #4400011061

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 22, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

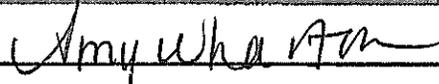
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: IT Account #: 161000-52206

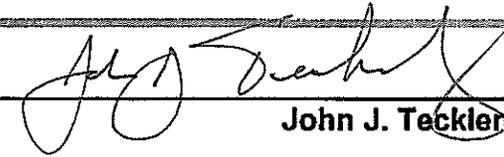
Balance in Account \$306,000.00 Amount needed for this item \$305,085.82

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

NOTES: This agreement/licensing is required to license all Microsoft computer and server operating systems and applications software (Windows Desktop Operating Systems, Office Applications, Network Active Directory, Database software, Exchange/Email, and Windows Servers OS) for current licensing and future upgrade requirements for 1,425 Users and 65 servers. Payment in 2017 will increase to \$460,000, and then reduce to \$444,000 in 2018 as part of the license expansion. \$50,000 of this annual increase will be offset by the elimination of systems no longer needed.

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.



The Software Licensing Experts

Client: Mark Heffron

City of Charleston
2 George St., Ste. 2800
Charleston, SC 29401
(843) 709-2731
HeffronM@charleston-sc.gov

Enrollment # 7674168 (6/01/13 - 5/31/16)

EA Renewal Scenario
Renew Existing Products

Quote # 2231650
Quote Date: 2/23/2016
Valid Through: 3/31/2016

Prepared by:

David Williams
SoftwareONE, Inc.
Software Solutions Specialist
(704) 469-5103
David.Williams@SoftwareONE.com

Qty	Part #	Item Name	Offering	Product Type	Product Family	Monthly Unit Price	Annual Unit Price	Annual Extended Price	
1		<i>Microsoft: EA Renewal Pricing - Renewal for Existing Products, including Office365 Pro Plus:</i>							
2	1,400	76A-00016	EntCAL ALING SA MVL Pltfrm UsrCAL wSvcs	Software Assurance	Enterprise CAL		\$101.48	\$142,072.00	
3	1,025	FR4-00001	O365ProPlusfromSAGov ShrdSvr ALING SubsVL MVL PerUsr	Monthly Subscriptions	Office 365 ProPlus fromSA forGOV	\$7.35	\$88.20	\$90,405.00	
4	1,025	KV3-00353	WINENT ALING SA MVL Pltfrm	Software Assurance	WIN ENT		\$38.78	\$39,749.50	
5	100	AAA-11890	O365GovE3 ShrdSvr ALING SubsVL MVL AddOn touserECALw/OPP	Monthly Subscriptions	Office 365 GOVE3 CloudAdd-On	\$2.07	\$24.84	\$2,484.00	
6	<i>Additional Products:</i>								
7	5	FUD-00938	CISDataCtr ALING SA MVL 2Proc	Software Assurance	Core Infrastructure Svr Ste Datactr		\$1,316.70	\$6,583.50	
8	3	YID-01077	CISStd ALING SA MVL 2Proc	Software Assurance	Core Infrastructure Svr Ste Std		\$271.43	\$814.29	
9	1	395-02504	ExchgSvrEnt ALING SA MVL	Software Assurance	Exchange Server - Enterprise		\$655.88	\$655.88	
10	1	5HU-00216	SfBSvr ALING SA MVL	Software Assurance	SfB Server		\$590.70	\$590.70	
11	1	H04-00268	SharePointSvr ALING SA MVL	Software Assurance	SharePoint Server		\$1,100.55	\$1,100.55	
12	4	7IQ-00343	SQLSvrEntCore ALING SA MVL 2Lic CoreLic	Software Assurance	SQL Svr Enterprise Core		\$2,225.85	\$8,903.40	
13	300	6VC-02567	WinRmtDsktpSvcsCAL ALING SubsVL MVL PerUsr	Monthly Subscriptions	Win Rmt Dsktp Svcs CAL	\$2.46	\$29.52	\$8,856.00	
14	20	P73-05898	WinSvrStd ALING SA MVL 2Proc	Software Assurance	Windows Server Standard		\$143.55	\$2,871.00	
15								Annual Total:	\$305,085.82

16 This offer is non-binding. Prices are subject to change if supplier prices fluctuate.

17 Prices are based on 30 Days net, FOB SoftwareONE. Shipping, Handling and any Sales Tax, if applicable, are additional. All Quotations and Orders are subject to SoftwareONE's Terms and Conditions and Return Policy. Please take note of our Terms and Conditions at <http://w3.softwareone.com/en-us/Pages/default.aspx>. All products are non-returnable unless otherwise provided for by the Manufacturer's Reseller Return Policy.

18 If your order is exempt from SC Sales Tax, please indicate 'ESD - Electronic Software Delivery' on your Purchase Order.

19 ** NEW ** Please address your PO to SoftwareONE Inc., and email it to David.Williams@SoftwareONE.com

20 ** NEW ** SC State Contract Number: 4400011061, Vendor Number: 7000191871

3c.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Gregory Mullen DEPT. Police Department
SUBJECT: AMMUNITION FOR CHARLESTON POLICE DEPARTMENT
REQUEST: Approval to purchase Ammunition from Craig's Firearm Supply, Inc.
1531-B Broad River Rd., Columbia, SC 29210.
State Contract #4400010353

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 22, 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"/>
<u>Police Department</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u><i>G. Mullen</i></u>	<input type="checkbox"/>
<u>Procurement Director</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u><i>Gregory Mullen</i></u>	<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 200000 Account #: 52036 *KCM*

Balance in Account \$322,151 Amount needed for this item \$157,600.27

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

NEED: Identify any critical time constraint(s).

CFO's Signature: *Amy Wharton*

FISCAL IMPACT:

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

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

Please call with any questions about this quote.

Thank you,

Brian Phillips
Law Enforcement Sales

COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor
FROM: Stephen A. Bedard DEPT. BFRC
SUBJECT: POLICE DEPARTMENT- AWESOME FOUNDATION
REQUEST: To approve submission of the Awesome Foundation application for
A mural for the CPD Family Room for \$1,000

COMMITTEE OF COUNCIL: W&M DATE: March 22, 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"/>	<i>[Signature]</i>	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature] for a mural</i>	<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[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: *[Signature]*

FISCAL IMPACT:

No cash match is required.

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

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

The Awesome Foundation: Grant Application

Your Name: City of Charleston, SC Police Department
Email: quinna@charleston-sc.gov
Phone Number: 843-720-3782
Project Title: The Family Room Project: Creating a Fun & Familiar Space for Kids at the Charleston Police Station

Project Website: <http://www.charleston-sc.gov/police>

Tell us about your awesome project!

In February 2016, the City of Charleston Police Department (CPD) began a project to create a Family Room at its police headquarters. By leveraging funding sources, the CPD will design a colorful Family Room, outfitted with bookshelves, therapeutic toys, an interview table and desk. Family violence has profound and lasting effects on child victims and, the Charleston Police Department's Family Violence Unit (FVU) strives to mitigate child stress and injury. The Family Room Project is one project among several that better orientates traditional policing practices towards the community at large. This application requests support to paint a beautiful mural around the room.

The Family Room Project would re-direct a child's attention away from uniforms, weapons and the otherwise tense environment of a police station. In 2015, the FVU recorded 1,396 victims. Many of these victims were minors. Adult victims often visit headquarters with their dependents when they are unable to secure childcare. In these cases, children wait amongst the cubicles while their parents or guardians are interviewed by an officer. Interviews, filings and assessments can last for hours. Additionally, displaced minors are taken to police headquarters to wait to be retrieved by a family member. A child's lack of agency, victimization, and sudden exposure to dozens of external actors is very traumatic. The most impactful and immediate way the FVU can minimize trauma is to give children a space to call their own, a temporary respite from a stressful situation.

If funded, the room would feature an awesome mural that makes the space warm and inviting, similar to that of daycare center. The FVU would invest in the local community with this project by soliciting designs from local artists and promoting their completed work in various news outlets. The Charleston Police Department has designated a space [see photos] and secured partial funding for a Family Room. The FVU secured grant funding for furniture and therapeutic toys from the SC State Victims Of Crime Act (VOCA) Grant. Additional funds are required for artist fees and, the FVU feels it important to compensate local artists for their work.

The FVU intends to submit this proposal to both the Asheville, NC and Raleigh, NC chapters for consideration.

2000 Characters

How will you use the money?

The Project Director (Major Naomi Broughton), with assistance from the Grants Coordinator (Ann-Marie Quinn) will procure the services from a local Charleston artist to design and paint a mural for the room. The funding would pay for the muralist's services, painting supplies such as paints, brushes and tarps. Artistic services and supplies will be procured according to the City of Charleston Procurement Guidelines. The authorizing officials for all grant-funded programs are the Honorable John Tecklenburg, Mayor of Charleston and City of Charleston Councilmembers.

500 Characters

Tell us a little about yourself?

The City of Charleston Police Department's Family Violence Unit (FVU) organized in 2013. Its mission is to investigate missing persons, to prosecute cases of domestic violence, child abuse, elder/vulnerable adult abuse, and sexual assault; and to provide services for victims of these crimes. The unit is now composed of (3) Victim's Advocates, (1) Sergeant, (5) Investigators, and (1) Mental Health Counselor. The Unit has a detective on duty 24 hours a day 7 days a week to assist victims of violent crime. Advocate rotate on-call duties to respond to victims' needs whenever required, day or night.

500 Characters

Upload photos of your project.

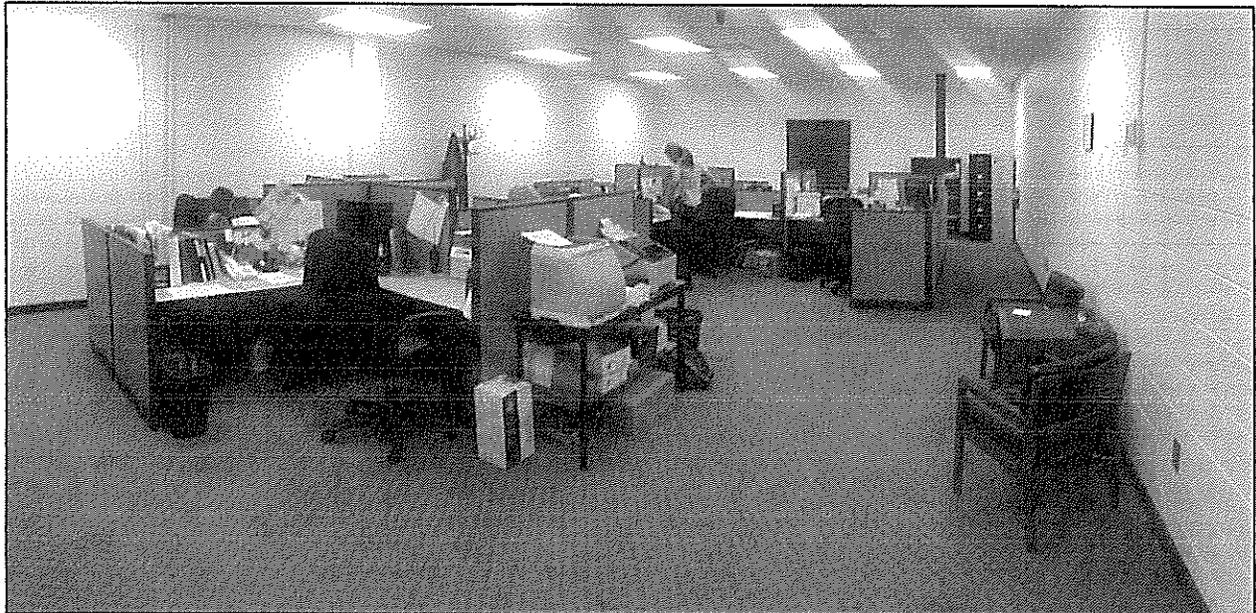


Figure 1: The Family Violence Unit (FVU) was once where adults and children waited and interviewed.

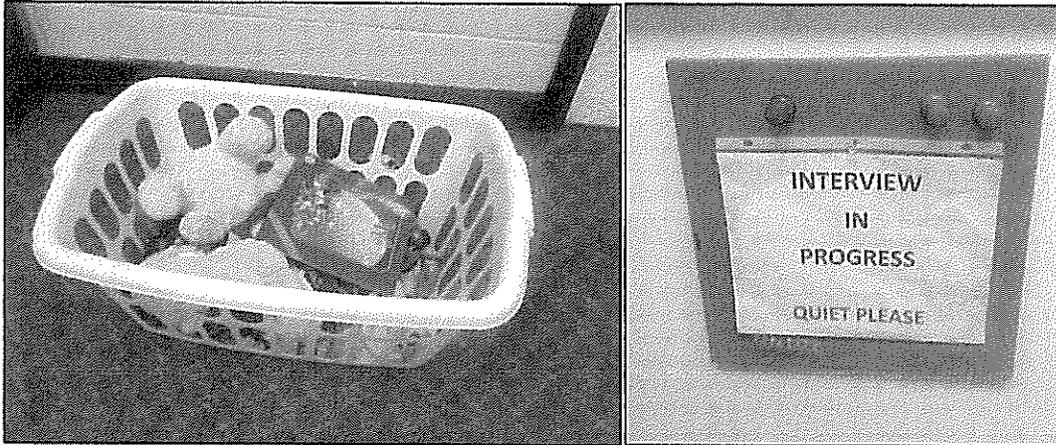


Figure 2 and 3: The FVU needed updated materials and age-appropriate toys.

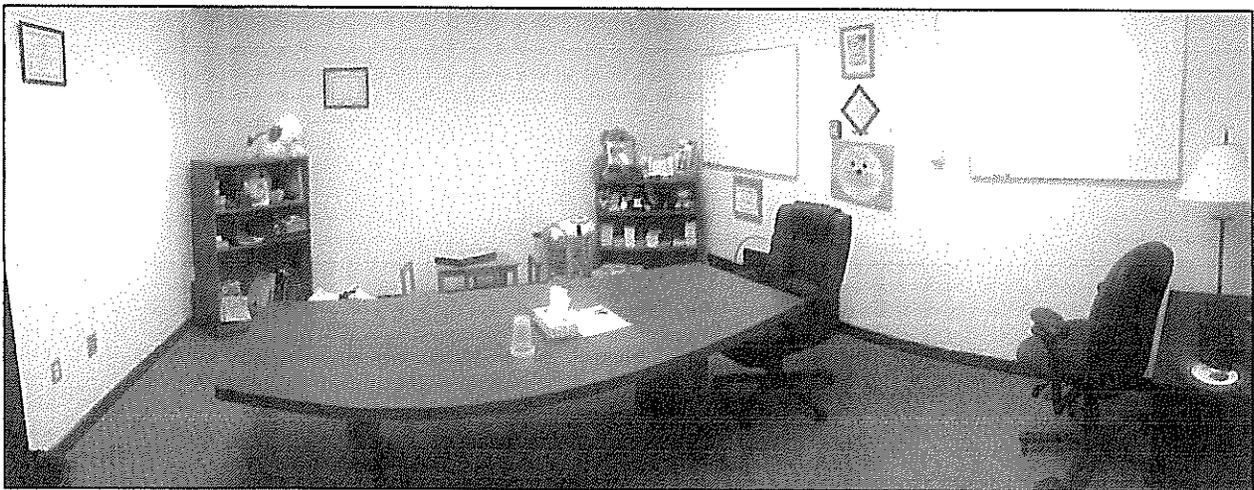


Figure 3: The FVU gained a large room in February 2016 and was awarded a grant to purchase matching furniture and therapeutic toys. Additional funding is needed to paint and design the room.

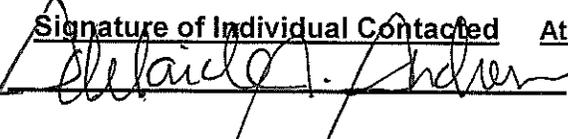
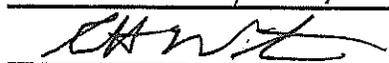
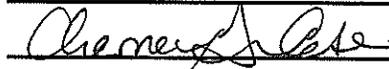
COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor
FROM: Stephen A. Bedard DEPT. BFRC
SUBJECT: OFFICE OF CULTURAL AFFAIRS – SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION & TOURISM
REQUEST: To Approve the submission of a grant application to SCPRT in the Amount of \$6,000 for the 2016 MOJA Arts Festival

COMMITTEE OF COUNCIL: W&M DATE: March 22, 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"/>
Office of Cultural Affairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

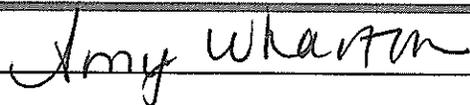
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: _____ 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:
City match in the amount of \$12,181.82 is required. Match will come from A-Tax funds.

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.

2016-2017 SCPRT Tourism Advertising Grant Application Cover Sheet

Organization Name: City of Charleston Office of Cultural Affairs

Name of Project Director: Mayor John J. Tecklenburg

Mailing Address: 75 Calhoun Street, Suite 3800, Charleston, SC 29401

Telephone Number: (843) 724-7295 Fax Number: (843) 720-3967

Email address: RooneyG@charleston-sc.gov

Company Website: www.MOJAFestival.com

County: Charleston

Identify the category for which you are applying (Check one):

Festival/Event Attraction Destination

Identify the amount you are financially prepared to match (Check one):

One-to-One Category (50% match) (Cap for Festivals or Events is \$3,000 / Cap for Attractions is \$20,000 / Cap for Destinations is \$45,000)

Two-to-One Category (33% match) (Cap for Festivals or Events is \$6,000 / Cap for Attractions is \$40,000 / Cap for Destinations is \$100,000)

Based on the match amount (and, therefore, the cap amount) you have selected: tell us how much grant funding support you are applying for.

My organization is applying for \$ 6,000 in Tourism Advertising Grant Funds

Calculate the amount your organization must expend in qualified expenditures:

Requested amount: \$ _____ / .50 for a one-to-one request = a total required qualified spend of \$ _____.

-OR-

Requested amount: \$ 6,000 / .33 for a two-to-one request = a total required qualified spend of \$ 18,181.82.

Example:

Requested amount: \$15,000 / .50 for a one-to-one request = a total required qualified spend of \$30,000.

Requested amount: \$35,000 / .33 for a two-to-one request = a total required qualified spend of \$106,060.

I hereby certify the information contained herein, and within any attachments, is true and accurate.

Project Director Signature _____ Date 3/22/2016

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 5:30 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

**THE CITY OF CHARLESTON OFFICE OF CULTURAL AFFAIRS
FY2017 SC DEPARTMENT OF PARKS, RECREATION & TOURISM
TOURISM ADVERTISEMENT GRANT NARRATIVE**

1) Describe your organization and its mission.

Established in 1977, the City of Charleston Office of Cultural Affairs (OCA) plays a catalytic role in producing programs and cultural activities that celebrate creativity and diversity; stimulate economic activity and amplify Charleston's reputation as an international cultural destination. Major projects include the MOJA Arts Festival, Piccolo Spoleto Festival, Charleston Farmers Market, Holiday Magic in Historic Charleston and Happy New Year Charleston. The OCA also compiles the Arts in Charleston Calendar posted on www.charlestonarts.org, promoting concerts, exhibitions, plays and special events produced in Berkeley, Charleston and Dorchester Counties. In addition, the OCA manages the City Gallery which attracts tourists and art lovers with an annual program of six exhibitions on an admission-free basis, and administers the Lowcountry Quarterly Arts Grants Program in partnership with the South Carolina Arts Commission and the City of North Charleston Cultural Arts Department.

2) What is your tourism advertising objective?

Our tourism advertising objective is to promote Charleston as a tourist destination and draw people to the South Carolina Lowcountry, specifically to attend events in the 2016 MOJA Arts Festival, scheduled to run September 29 to October 9. Each year, nearly one-third of the Festival's 60,000 participants are visitors to the Charleston area. Grant funds will be used to help increase the overall number of Festival attendees and the percentage of attendees from outside of the Charleston area. As we provide a prominent destination event for tourists interested in African-American heritage and culture, these grant funds will help attract new festivalgoers. Additionally, our advertising strategy will involve advertising in media outlets with a broad reach across the Southeast, with a particular focus on markets within a drivable distance of 200-400 miles, reaching Georgia, Northern Florida, North Carolina and Eastern Alabama and Tennessee, creating a positive economic impact on the South Carolina economy by attracting overnight tourists from these areas.

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.

Founded by the City of Charleston Office of Cultural Affairs in 1979, the MOJA Arts Festival (created under the name of the Charleston Black Arts Festival) remains a vital community event with a regional and national profile celebrating African-American and Caribbean arts and culture in the South Carolina Lowcountry. This 11-day annual festival brings together 60,000 people with a comprehensive program of events and presentations featuring jazz, gospel, R&B, visual arts, classical music, theater, poetry, storytelling, children's activities, traditional crafts, and heritage events. MOJA's mission is built around the concept of building bridges of understanding and respect for the beauty of artistic and cultural expression among all people.

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 US.

3) **Identify your target audience(s), including geographic, demographic and other relevant criteria. Why is this your target audience(s)?**

As a major destination festival in the Southeast, we will utilize grant funds to attract tourists interested in African-American and Caribbean heritage and culture with the added appeal of Charleston and the South Carolina Lowcountry. According to a Google Analytics report of activity on www.MOJAfestival.com for last year's Festival, the homes of out-of-state visitors to the site included North Carolina, Georgia, Florida, Texas, New York, Virginia, Tennessee, California and more. The radio, TV and digital advertising we purchase will focus on viewers and listeners in South Carolina (outside of the tri-county area), North Carolina, Florida and Georgia. We will focus on populations that would likely attend the Festival as a one-day (50+ miles away) or overnight (200-400 miles away) visit. Additionally, our email marketing has a national reach with over 35,000 subscribers for the MOJA Arts Festival.

With Charleston being in the heart of the Gullah Geechee Cultural Heritage Corridor, we are the beacon for this cultural and linguistic area that stretches from North Carolina to Northern Florida. With recent events, including the Mother Emanuel AME Church tragedy this past June and the development of the International African American Museum on Charleston Harbor, it's critical that we draw a regional and national audience of visitors interested in the South Carolina Lowcountry's heritage of African American history, identity and culture.

4) **What media outlets will you use to best reach this audience? Explain why the media you plan to use is the best way to reach your target audience(s).**

Our media plan will focus on outlets that will allow us to reach into areas beyond the tri-county area and into North Carolina, Florida and Georgia. As mentioned above, we plan to reach populations that could potentially make a trip to Charleston a one or two day affair. These media outlets include the Atlanta Journal-Constitution, the Charlotte Observer, the Greensboro News & Record (which has a reach throughout the Piedmont Triad of North Carolina) and the Florida Times-Union (which has a reach throughout Northeast Florida). Our proposed radio and television stations (see attached media grid) have a reach into parts of North Carolina and Georgia, as well as a reach into the Lowcountry, Midlands and Upstate areas of South Carolina. We will rely on editorial coverage to reach more distant markets and tourists traveling via air.

5) **When is your advertising running?**

Please see the attached spreadsheet with the media schedule grid.

6) **What metrics will you use to measure the effectiveness of your advertising?**

We will utilize Google Analytics for www.MOJAfestival.com, analytics in Constant Contact for our email newsletter subscriptions, ticketing system analytics for the Festival and print and online audience surveys (conducted during and after the Festival).

CPR COMMITTEE and/or COUNCIL AGENDA

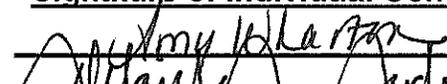
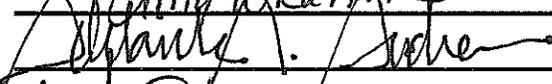
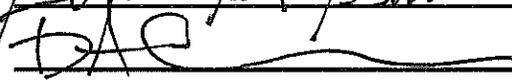
(6.)

TO: John J. Tecklenburg, Mayor
FROM: Beth Brownlee / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: COLONIAL LAKE PARK IMPROVEMENTS CHANGE ORDER #15

REQUEST: Approval of Change Order #15 to the Construction Contract with Wildwood Contractors, LLC, in the amount of \$95,900.00 for approximately 400 square feet of additional tabby wall repairs along Ashley Avenue and the corner of Ashley and Broad (\$125,000.00) and zeroing out the mucking allowing in the contract and the 4" underdrain (-\$29,100.00). This approval will result in a budget transfer of \$95,900.00 from the Project Contingency to the Wildwood Construction Contract. The total project budget remains unchanged. The contract time will increase by 18 days.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 22, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Capital Projects Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

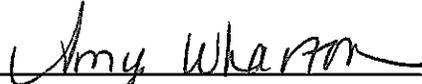
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051186-58240

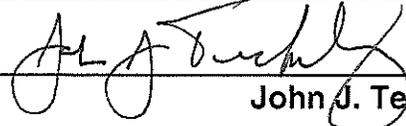
Balance in Account \$95,900.00 Amount needed for this item \$95,900.00

Project Number CP0709

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: The approval of Change Order #15 will result in a \$95,900.00 increase to the Wildwood Contractors, LLC Construction Contract from \$4,609,256.56 to \$4,705,156.56. The funding sources for this project are: 1997 GO Bond, Charleston Park Conservancy, Municipal Accommodations, Hospitality Fund, and Drainage Fund.

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 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

**City of Charleston
Construction Change Directive**

PROJECT: CP 0709C1
(NUMBER)

COLONIAL LAKE PARK IMPROVEMENTS
(NAME)

CONTRACTOR: WILDWOOD CONTRACTORS

CHANGE DIRECTIVE NO.: 30

When signed by the City, this document becomes effective immediately and the Contractor shall proceed with the change(s) described below. The Contractor is hereby directed to make the following change(s) to the Work of the contract: (Reference attachments by name and date)

This change directive directs Wildwood to complete additional tabby wall repairs, approx. 400 sqft, which includes the entire length of Ashley Avenue as well as the corner of Ashley Ave and Broad St. The lump sum price has been negotiated down from the unit price in the base bid. Refer to Wildwood's COR 29 dated March 2, 2016. This change directive includes a total of 19 additional days added to the contractual substantial completion date. These days include 15 for the tabby wall work and an additional 3 for rain days from November 1, 2015 to March 2, 2016. New substantial completion date will be Thursday, May 19, 2016.

PROPOSED ADJUSTMENTS

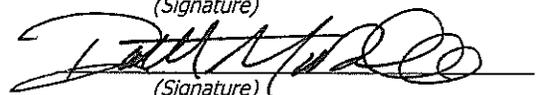
1. The proposed basis of adjustment to the Contract Sum is: an increase a decrease
 to be determined unchanged
- Not-to-Exceed: \$ _____
 Lump Sum: \$ 125,000.00
 Unit Price of: \$ _____
 As determined by the A/E on the basis of reasonable expenditures and savings including overhead and profit.
2. The Contract Time is proposed to: remain unchanged
 increase by 18 calendar days to May 19, 2016
 decrease by _____ calendar days

Signature by the Contractor indicates the Contractor's agreement with the proposed basis of adjustment in the Contract Sum and Time set forth in this Construction Change Directive.

Dustin Clemens, Director of Capital Projects


(Signature) 3/3/16
(Date)

Bob Maerlender, DesignWorks
(Print or Type Name of A/E)


(Signature) 3-3-16
(Date)

Signature by the Contractor indicates the Contractor's full and complete agreement with the proposed basis of adjustment in the Contract Sum and Time as set forth in this Directive. Change Directives accepted by the Contractor shall be incorporated into a Change Order without further adjustment.

Jerry Crosby, Pres., Wildwood Contractors
(Name of Contractor)


(Signature) 3-3-16
(Date)

WILDWOOD CONTRACTORS, INC.
1706 HAMPTON STREET
WALTERBORO SC 29488
Tel: 843-549-2575 Fax: 843-549-2329



CHANGE ORDER REQUEST (COR)

March 02, 2016

ATTN: Beth Brownlee

PROJECT: Colonial Lake Improvements Project
ADDRESS: 55 Rutledge Avenue, Charleston, SC

CHANGE ORDER REQUEST (COR) NO: 29

This change order request covers the contract modifications described below:

Repair Tabby Seawall along Ashley Avenue and at the corner of Ashley and Broad Street.

Approx 400+ SF of Repair

Repair does not include the entire wall, only voids. The profile of the wall will not change.

Mix design will be the same as previously approved for the Colonial Lake Project.

Repair to be completed by May 16, 2016

Cost - LS \$ 125,000.00

Total Amount (including Tax): \$125000.00

Upon approval of this COR, City shall sign below or issue a work directive, directing contractor to begin work. City shall immediately after approval of COR initiate a Change Order so contractor can bill for any completed work thereafter.

Sub-trade:

Client Signature
Date: March 02, 2016

Contractor Signature
Date: March 02, 2016

CPR COMMITTEE and/or COUNCIL AGENDA

7.)

TO: John J. Tecklenburg, Mayor
FROM: Beth Brownlee / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: COLONIAL LAKE PARK AID-TO-CONSTRUCTION AGREEMENT WITH SCE&G

REQUEST: Approval of an Aid-To-Construction Agreement and payment to SCE&G in the amount of \$152,436.36 for providing and installing 59 Charleston Series style luminaries, 42 aluminum Charleston Series anchor base poles and 17 fiberglass Whatley direct embedded poles. The total project budget remains unchanged.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 22, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Michelle A. Frohlich</u>	<input checked="" type="checkbox"/>
Capital Project Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
MBE Manager	<input 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 Parks-Capital Projects Acct # 051186-58240

Balance in Account \$152,436.36 Amount needed for this item \$152,436.36

Project Number CP0709

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: The Aid-To Construction Agreement will be funded by the already existing \$6,134,089.43 project budget. The funding sources for this project are: 1997 GO Bond, Charleston Park Conservancy, Municipal Accommodations, Hospitality Fund, and Drainage Fund.

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

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

ORIGINAL
This Copy to be returned for
files of S.C. Electric & Gas Company

**AGREEMENT COVERING AREA LIGHTING
THE CITY OF CHARLESTON
COLONIAL LAKE
STREET LIGHTING
CHARLESTON, SOUTH CAROLINA 29403**

THIS AGREEMENT is entered into this 2nd day of March, 2016, by and between **THE CITY OF CHARLESTON**, "Customer", and South Carolina Electric & Gas Company, "Company".

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the same to be well and truly kept and performed, the sums of money to be paid, and the services to be rendered, the parties hereto covenant and agree with each other as follows, namely:

ARTICLE I

TERM: This Agreement shall continue for the full initial term of ten (10) years unless an early termination is mutually agreed upon. Thereafter, it will extend automatically until terminated by either party giving the other a written two-month minimum termination notice.

ARTICLE II

TERMINATION: Should Customer terminate this Agreement for any reason, either during the initial term or any extension thereof, unless waived as provided for herein, Customer shall pay to Company a termination charge equal to the total installed cost of facilities funded by Company, less accumulated depreciation, less salvage value of all facilities dedicated solely for serving Customer, plus the cost of removal, all as determined by Company in accordance with its standard accounting practices; provided, however, that the termination charge shall not be less than zero. Company may waive a portion or all of the termination charge where (1) a successor agreement is executed prior to termination of this Agreement, (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities, or (3) the facilities for serving have been fully depreciated.

ARTICLE III

INSTALLATION AND MAINTENANCE: The Company agrees to provide and install underground wiring and appurtenances for fifty-nine (59) 100 watt metal halide Charleston Series style luminaries manufactured by Hanover, mounted on forty-two (42) 11' black aluminum Charleston Series anchor base poles and seventeen (17) 8' black fiberglass Whatley direct embedded poles. This lighting installation will be located around Colonial Lake, Charleston, South Carolina as detailed on SCE&G Drawing D-80846 sheets 2 and 3. The delivery voltage to these fixtures shall be 120v. Upon completion of the installation, the Customer will maintain ownership of all fixtures, pole bases and poles. The Customer must notify the Company of any non-functioning or malfunctioning lights. The Company will not be responsible for any landscape or pavement replacement following installation or future maintenance. Customer will maintain a reasonable working distance around each light.

ARTICLE IV

REPLACEMENT AND MAINTENANCE - ORDINARY: The Company shall perform ordinary replacement and maintenance on the equipment and appurtenances. This shall only include the replacement of lamps and photocells which are within the Company's standard specifications. The replacement lamps shall be limited to the Company's standard 100 watt metal halide lamps and the replacement photocells shall be limited to the Company's standard twist-lock photocell.

ARTICLE V

REPLACEMENT AND MAINTENANCE - EXTRAORDINARY: The Customer is responsible for the replacement and maintenance of extraordinary equipment and appurtenance. This shall include the replacement of fixtures, poles and bases. All extraordinary equipment and appurtenances shall be furnished by the Customer as replacements become necessary. If Customer is unable to provide such replacement fixtures, the Company, based upon manufacturer availability, will replace the fixtures, poles and pole bases. The Company shall bill the Customer for all extraordinary replacement and maintenance work. The billing for replacement and maintenance work performed by the Company shall be made on the basis of the out-of-pocket cost to the Company plus overhead and will be made upon completion of the work. Should the customer elect, for any reason, to request relocation of Company's facilities or take any action which requires such relocation, Customer will reimburse the Company for all cost incurred by the Company as a result of such relocation.

ARTICLE VI

LIGHTING SERVICE: The Company shall provide reliable lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Customer agrees that lighting provided is ornamental in nature and is not designed for security. Company does not guarantee lighting level for security purposes. Customer agrees that lighting is not designed in accordance with IES recommended maintained luminance and illumination values for roadways.

ARTICLE VII

RATE: Customer shall be billed in accordance with Company's "Municipal Street Lighting" Rate 17, as a 100 watt metal halide overhead cobra fixture which is currently \$10.81 per light per month, based on the current rate. The Customer's current monthly lighting charges at this project will total \$ 637.79 plus applicable sales tax. This rate is subject to change upon periodic review by the South Carolina Public Service Commission (PSC), in the manner prescribed by law.

Rate	Item	Cost	Qty	Total
17	100 Watt Metal Halide Cobra Fixture	\$ 10.81	59	\$ 637.79
			Total	\$ 637.79

ARTICLE VIII

AID-TO-CONSTRUCTION: Customer agrees to provide and install schedule 40 gray electrical PVC conduits and street light bases to Company specifications. Company shall assume no liability for the conduit, to include, but not limited to, repair or replacement of any damaged conduit. The installation cost requires an aid to construction in the amount of \$152436.36. This contribution includes the reimbursement to Company for the purchase cost of Customer owned non-standard fixtures and poles.

ARTICLE IX

COVENANTS: This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the parties hereto, as well as the parties themselves.

THE CITY OF CHARLESTON

By: _____

(Print Name): _____

Title: _____

Date: _____

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By: _____

(Print Name): Daniel F. Kassis

Title: VP, Customer Relations and Renewables

Date: _____

Contract No.

REVIEWED BY LEGAL <i>Ju</i> 3-3-16
--

RATE 17

MUNICIPAL
STREET LIGHTING
(Page 1 of 2)

AVAILABILITY

This rate is available to municipal customers using the Company's electric service for area and street lighting.

RATE

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's overhead distribution system will be charged for at the following rates:

SIZE AND DESCRIPTION		Lamp Charges per Month	kWh per Month
9,000 Lumens	(MH) (100W) Closed Type	\$ 10.81	37
15,000 Lumens	(HPS) (150W) Open Type	\$ 10.59	57
15,000 Lumens	(HPS) (150W) Closed Type	\$ 10.83	62
30,000 Lumens	(MH) (320W) Closed Type	\$ 18.40	123
50,000 Lumens	(HPS) (400W) Closed Type	\$ 19.31	158

The following fixtures are available for new installations only to maintain pattern sensitive areas:

9,500 Lumens	(HPS) (100W) Open Type	\$ 9.52	38
9,500 Lumens	(HPS) (100W) Open Type (non-directional) - Retrofit	\$ 9.52	38
9,500 Lumens	(HPS) (100W) Closed Type	\$ 10.27	38
15,000 Lumens	(HPS) (150W) Open Type - Retrofit	\$ 10.61	63
15,000 Lumens	(HPS) (150W) Closed Type - Retrofit	\$ 10.87	63
27,500 Lumens	(HPS) (250W) Closed Type	\$ 16.60	102
45,000 Lumens	(HPS) (360W) Closed Type - Retrofit	\$ 18.52	144

All night street lighting service in areas being served from Company's underground distribution system:

The following fixtures which are available for new installations where excavation and back filling are provided for the Company and existing fixtures previously billed as residential subdivision street lighting will be charged for at the following rates:

Post-Top Mounted Luminaries		Traditional Lamp Charges per Month	Modern Lamp Charges per Month	Classic Lamp Charges per Month	kWh per Month
9,000 Lumens	(MH) (100W)	\$ 22.61	\$ 22.61	\$ 26.38	37
15,000 Lumens	(HPS) (150W)	\$ 22.93	\$ 22.93	\$ 26.99	62

The following fixture is available for new installations only to maintain pattern sensitive areas:

9,500 Lumens	(HPS) (100W) Traditional	\$ 21.16			37
15,000 Lumens	(HPS) (150W) - Retrofit	\$ 22.92		\$ 26.98	63
15,000 Lumens	(HPS) (150W) - Retrofit		\$ 22.93		62

Effective January 2009, selected existing light sets will no longer be available for new installations. Replacement light sets will only be available until inventory is depleted and will be replaced on a first-come, first-served basis. Affected lights are as follows:

4,000 Lumens	(Mercury) (100W) Open Type (non-directional)	\$ 8.58	37
7,500 Lumens	(Mercury) (175W - Traditional)	\$ 22.43	69
7,500 Lumens	(Mercury) (175W - Modern)	\$ 22.43	69
7,500 Lumens	(Mercury) (175W - Classic)	\$ 26.31	69
7,500 Lumens	(Mercury) (175W) Closed Type	\$ 10.82	69
7,500 Lumens	(Mercury) (175W) Open Type (non-directional)	\$ 9.61	69
10,000 Lumens	(Mercury) (250W) Closed Type	\$ 14.58	95
20,000 Lumens	(Mercury) (400W) Closed Type	\$ 18.39	159

MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

RATE 17

MUNICIPAL
STREET LIGHTING
(Page 2 of 2)**ADJUSTMENT FOR FUEL, VARIABLE ENVIRONMENTAL, AND AVOIDED CAPACITY COSTS**

Fuel costs of \$.03137 per kWh are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

PENSION COSTS COMPONENT

The energy charges above include a Pension Costs component of \$.00004 per kWh as approved by the Public Service Commission of South Carolina.

STORM DAMAGE COMPONENT

Inclusion of a storm damage component has been indefinitely suspended until further order of the Public Service Commission of South Carolina.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

PAYMENT TERMS

All bills are net and payable when rendered.

TERM OF CONTRACT

Contracts under this rate shall be written for a period of not less than ten (10) years; and such contract shall include a provision that the Municipality must purchase all of its electrical requirements from the Company. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

SPECIAL PROVISIONS

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and are a part of this rate schedule.

GENERAL TERMS AND CONDITIONS

I. GENERAL

A. FOREWORD

1. In contemplation of the mutual protection of both South Carolina Electric & Gas Company and its Customers and for the purpose of rendering an impartial and more satisfactory service, the General Terms and Conditions of the Company are hereby set forth and filed with the Public Service Commission of South Carolina, which has jurisdiction over public utilities, so as to read as hereinafter set forth; the same being incorporated by reference in each contract or agreement for service.
2. These Terms and Conditions are supplementary to the Rules and Regulations issued by the Public Service Commission of South Carolina covering the operation of electric utilities in the State of South Carolina.
3. These Terms and Conditions may be supplemented for specific Customers by contract.
4. South Carolina Electric & Gas Company is referred to herein as "Company", and the user or prospective user is referred to as "Customer". The Public Service Commission of South Carolina is referred to as "Commission".

B. Application

Provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others designated as Customers who are lawfully receiving electric service from Company under the prescribed Rate Schedules or contracts filed with the Commission. Receipt of service shall constitute a contract between Customers and the Company. No contract may be transferred without the written consent of the Company.

C. Term of Service

The rates prescribed by the Commission are based upon the supply of service to each individual Customer for a period of not less than one year, except as otherwise specifically provided under the terms of the particular Rate Schedule or contract covering such service.

D. Terms and Conditions

The Terms and Conditions contained herein are a part of every contract for service entered into by the Company and govern all classes of service where applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or contract.

E. Selection of Appropriate Rate

Where two or more Rate Schedules are available, the Company will attempt to assist the Customer to a reasonable extent in determining which Schedule to select. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or minimum demand specified in the Rate Schedule may be waived. It is the responsibility of the Customer to select the Rate and the Company will not assume responsibility for the choice.

F. Temporary Service

Temporary or seasonal service will be furnished under the appropriate General Service Rate Schedule to any Customer. Temporary service shall include all construction services having a life expectancy of one year or less. Payment is required in advance for the full cost of erecting and removing all lines, transformers, and other service facilities necessary for the supply of such service.

G. Statements by Agents

No representative of the Company has authority to modify any Rule of the Commission, provisions of Rate Schedules or to bind the Company by any promise or representation contrary thereto.

II. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be construed to have meanings as follows:

- A. "Day" shall mean period of twenty-four (24) consecutive hours beginning at 12 o'clock Midnight Eastern Time or at such other hours as may be designated.
- B. "Month" or "Billing Month" shall mean the period between any two (2) regular readings of Company's meters which shall not be less than twenty-eight (28) days or more than thirty-four (34) days.
- C. "Year", unless otherwise designated, shall mean a period of 365 days commencing with the day of first delivery of electricity hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- D. "Premises" shall mean home, apartment, dwelling unit, shop, factory, business location (including signs and water and sewage pumps), church, or other building or structure which shelters the Customer for his individual or collective occupancy where all services may be taken from a single connection.
- E. "Service Point" or "Point of Interconnection" shall mean the point at which Company's and Customer's conductors are connected.
- F. "Standard Service" means a single service per premises from one electrical source and from existing overhead facilities.

III. CONDITIONS OF SERVICE

A. GENERAL

The Customer shall consult with and furnish to the Company such information as the Company may require to determine the availability of the Company's Service at a particular location before proceeding with plans for any new or additional electric loads. No new or additional electric loads will be served if it is determined that such service will jeopardize service to existing Customers. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or other apparatus and equipment of the Company, the Customer and/or other Customers caused by the additional load or changed installation.

B. Character of Service

Electric energy supplied by the Company shall be standard alternating current at a frequency of approximately 60 hertz and shall be delivered only at voltages and phases as specified by the Company.

C. Rights-of-Way

The Company shall not be required to extend its distribution and service facilities, for the purpose of rendering electric service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from governmental agencies and property owners, at the Customer's expense to permit the installation, operation, and maintenance of the Company's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Company without charge necessary rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer to the extent that such rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer are required, necessary or convenient to enable Company to supply service to the Customer and the Customer also grants the Company the right to continue to extend the Company's facilities on, across, or under property controlled by the customer with necessary trimming and clearing rights to serve other Customers. Customer shall maintain such right-of-way so as to grant Company continued access to its facilities by Company's vehicles and other power-operated equipment.

D. Customer's Installation

Customer's service installations shall be made in accordance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electrical Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises.

Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local, municipal, state, and federal authorities, and the Customer shall keep in good and safe repair and condition such wiring and equipment on Customer's side of the service point exclusive of Company's metering facilities and equipment.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the Company and approved by the Commission.

Before wiring a premise or purchasing equipment, the Customers shall give the Company notice and shall ascertain from the Company the character of service available at such premises. The Company may specify the voltage and phase of the electricity to be furnished, the location of the meter, and the point where the service connection shall be made.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the company and approved by the Commission.

It is the standard practice of the Company to provide all requirements of service for the Customer through a single metering point at each premises.

Where more than one service is required by the Customer, and requested services meet all applicable code requirements the Company will provide such additional service upon payment by the Customer to the Company of the charges above the first service. Each service point shall be a separate account. No new service will be connected without proper release from the inspecting authority having jurisdiction. Should there be no inspecting authority in the jurisdiction, the Company shall determine whether or not applicable codes are met and shall have no obligation to provide service until such time as they are met.

Customer shall furnish at his sole expense any special facilities necessary to meet his particular requirements for service at other than the standard conditions specified under the provision of the applicable Rate Schedule. The Customer shall also provide protection for Customer's equipment from conditions beyond the Company's control including, but not limited to, protective devices for single-phase conditions. The Customer shall also provide a suitable place, foundation and housing where, in the judgment of the Company, it is deemed necessary to install transformers, regulators, control or protective equipment on the Customer's premise.

All equipment supplied by the Company shall remain its exclusive property and Company shall have the right to remove the same from the premises of Customer at any time after termination of service for any cause.

Should Customer elect, for any reason, to request relocation of Company's facilities or take any action, which requires such relocation, customer may be required to reimburse the Company for all costs as a result of such relocation. Company may relocate existing service and facilities, at Company's expense, when necessary for system design or operation and maintenance requirements.

The Customer shall be responsible for the protection and safekeeping of the equipment and facilities of the Company while on the Customer's premises and shall not permit access thereto except by duly authorized representatives of the Company. Customer assumes responsibility and liability for damages and injuries caused by failure or malfunctions of Customer's equipment.

E. Special Equipment

Where a separate transformer or other additional electrical utility standard equipment or capacity is to be used to eliminate fluctuations or other effects detrimental to the quality of service to other Customers due to welding or X-ray equipment, etc., the Company may make a reasonable charge for the transformer equipment and line capacity required. In lieu of the above, the Company may require the Customer to either discontinue the operation of the equipment causing the disturbance or install the necessary motor generator set or other apparatus to eliminate the disturbance detrimental to the service of other Customers.

F. Safe Access to Customer's Premises

The duly authorized representatives of the Company shall be permitted safe access to Customer's premises at any and all reasonable times to inspect, operate and maintain the Company's and the Customer's facilities and equipment for any and all purposes connected with the delivery of service, the determination of connected load or other data to be used for billing purposes, the determination of Customer load requirements or the exercise of any and all rights under the agreement.

G. Company's Installation and Service

Where the Customer's requested service to be supplied by the Company does not produce revenue sufficient to support the expenditure required, the Company will determine in each case the amount of payment and form thereof that shall be required of the Customer.

Electricity supplied by the Company shall not be electrically connected with any other source of electricity without reasonable written notice to the Company and agreement by the parties of such measures or conditions, if any, as may be required for reliability of both systems.

Service supplied by the Company shall not be resold or assigned by the Company to others on a metered or unmetered basis; nor shall the Customer's wiring be connected to adjacent or other premises not owned or operated by the Customer without specific written approval of the Company and of the Commission.

The Company's service facilities will be installed above ground on poles or fixtures; however, underground facilities will be provided when requested in accordance with the Company's appropriate underground service publications.

In Areas of Overhead Distribution: The Company will install and maintain an overhead service drop for loads up to 500 KVA from its overhead distribution system to the Customer's service connection provided the transformer can be placed in the proximity of the service point. For residential Customers, if specifically requested by the Customer, the Company will install and maintain a single phase underground service to any residence (terrain permitting) provided the Customer pays in advance the difference in cost between a new overhead service and the new underground service of equal current carrying capacity.

In Areas of Underground Distribution: The Company will install and maintain the necessary underground facilities to provide a point of service at the Customer's property line or at another location designated by the Company. For residential Customers, the Company will install and maintain a single-phase service to the service point as designated by Company, up to a maximum length of 125 feet. If the requested residential service to Company's designated service point exceeds 125 feet in length, the Customer will pay in advance the total additional cost for that portion in excess of 125 feet in length. For underground service other than residential, the Customer shall furnish, install and maintain necessary service conductors and conduit from their service equipment to the Company's designated point of service regardless of meter location.

H. Term of Contract

The Term of Contract for service shall be for a term of one year with automatic renewal except as otherwise provided in the applicable Rate Schedule. Where a large or special investment in service facilities is necessary, or other special conditions exist, contracts may be written for (1) a longer term than specified in the Rate Schedule, or (2) a special guarantee of revenue, or (3) a facility charge, or (4) all of these conditions as may be required to safeguard the Company's investment.

I. Continuance of Service and Liability Therefore

The Company does not guarantee continuous service. Company shall use reasonable diligence at all times to provide uninterrupted service but shall not be liable for any loss, cost damage or expense to any Customer occasioned by any failure to supply electricity according to the terms of the contract or by any interruption or reversal of the supply of electricity, if such failure, interruption or reversal is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of the Company, or any cause except willful default or gross neglect on its part.

The Company reserves the right to curtail or temporarily interrupt Customer's service when it shall become necessary in order that repairs, replacement or changes may be made in the Company's facilities and equipment, either on or off Customer's premises.

The Company may impose reasonable restrictions on the use of service during peak periods of excessive demand or other difficulty, which jeopardizes the supply of service to any group of Customers.

The Company may waive any minimum charge or guarantee payments for service upon written notice from and request of Customer during such time as the Customer's plant may be completely closed down as a result of strike, lockout, government order, fire, flood, or other acts of God: provided however, that Customer specifically agrees that the term of the service contract shall be extended for a period equal to the period of enforced shutdown. (See Section VII, Force Majeure).

J. Denial or Discontinuance of Service

The Company may refuse or discontinue service and remove the property of the Company without liability to the Customer, or tenants or occupants of the premises served, for any loss, cost, damage or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:

1. In the event of a condition determined by the Company to be hazardous or dangerous.
2. In the event Customer's equipment is used in such a manner as to adversely affect the Company's service to others.
3. In the event of unauthorized or fraudulent use of Company's service.
4. Unauthorized adjustments or tampering with Company's equipment.
5. Customer's failure to fulfill his contractual obligations.
6. For failure of the Customer to permit the Company reasonable access to its equipment.
7. For nonpayment of bill for service rendered provided that the Company has made reasonable efforts to effect collection.
8. For failure of the Customer to provide the Company with a deposit.
9. For failure of the Customer to furnish permits, certificates, and rights-of-way, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.

10. The Company shall not furnish its service to any applicant who at the time of such application is indebted to any member of his household is indebted under an undisputed bill for service, previously furnished such applicant or furnished any other member of the applicant's household or business.
11. The Company may terminate a Customer's service should the Customer be in arrears on an account for service at another premise. For the reason that the Customer's use of the utility service conflicts with, or violates orders, ordinances or laws of the State or any subdivision thereof, or of the Commission.
12. For failure of the Customer to comply with reasonable restrictions on the use of service. The Company may discontinue service without notice for reasons (1), (2), and (3) above. For the remainder of the reasons, the Customer shall be allowed a reasonable time in which to correct any discrepancy.
13. Failure of the Company to terminate or suspend service at any time after the occurrence of grounds therefore or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect the Company's right to later resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

K. Reconnection Charge

Where the Company has discontinued service for reasons listed in Section III-J, the Customer is subject to a reconnection charge of \$25.00 in addition to any other charges due and payable to the Company. In cases where both electric and gas service are reconnected at the same time on the same premises for the same Customer, only one charge will be made.

Where the Customer interrupts or terminates service and subsequently requests reconnection of service at the same premises the reconnection charge will apply.

IV. BILLING AND PAYMENT TERMS

A. General

The rates specified in the various service classifications are stated on a monthly basis. Unless extenuating circumstances prevent, the Company will read meters at regular monthly intervals and render bills accordingly. If for any reason a meter is not read, the Company may prepare an estimated bill based on the Customer's average use billed for the preceding 60 days or from other information as may be available. All such bills are to be paid in accordance with the standard payment terms, and are subject to adjustment on the basis of actual use of service as computed from the next reading taken by the Company's representative or for any circumstances known to have affected the quantity of service used. No more than one estimated bill shall be rendered within a 60-day period unless otherwise agreed to by the Customer or allowed by the Commission.

All billing errors shall be adjusted in accordance with the Commission's Rules and Regulations.

B. Customer's Obligations

The Customer is responsible for electricity furnished and for all charges under the agreement until the end of term thereof.

All bills shall be due and payable when rendered. Notice and collection of unpaid bills will be in accordance with the current Rules and Regulations of the Commission.

No Claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

Should service be terminated, the Customer's deposit shall be applied to reduce or liquidate the account. Service may be restored upon payment of the account, in full, plus the late payment charge set forth below, the reconnection charge set forth above and a deposit as set forth below.

C. Late Payment Charge

A late payment charge of one and one half per cent (1 ½%) will be added to any balance remaining twenty-five (25) days after the billing date.

D. Deposit

A maximum deposit in an amount equal to an estimated two (2) months (60 days) bill for a new Customer or in an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding twelve (12) months or a portion of the year if on a seasonal basis may be required from the Customer as security for payment of the account before service is rendered or continued if any of the following conditions exist:

- (1) The Customer's past payment record to the Company shows delinquent payment practice;
- (2) A new Customer cannot furnish either a letter of good credit from a reliable source or any acceptable cosigner or guarantor on the Company's system to guarantee payment;
- (3) A Customer has no deposit and presently is delinquent in payments;
- (4) A Customer has had his service terminated for non-payment or fraudulent use. All deposits may be subject to review based on the actual experience of the Customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and payment habits of the Customer.

E. Service Charge

The Company may make reasonable charges for work performed on or services rendered:

- 1) Upon Customer's request at the Customer's premises when, at the time the request is made, service and equipment provided by the Company is in good working condition and in compliance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electric Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises;
- 2) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the willful action(s) of the Customer, members of the Customer's household or invitees of the Customer; or
- 3) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the negligent failure of the Customer to take timely action to correct or to notify the Company or other responsible party to correct conditions which led to the needed repair, replacement or removal, except that such charges shall be apportioned between the Customer and the Company to the extent that the Customer shall only bear that part of the costs which reflect the costs added by the Customer's negligence. Such charges cannot be assessed where the damage is caused by an Act of God except to the extent that the Customer failed timely to mitigate the damages. Such charges may include labor, material and transportation.

V. COMPANY'S LIABILITY

A. General

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's premises. The Company will not be responsible for the use; care or handling of electricity delivered to the Customer after it passes the service point. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's equipment.

VI. MEASUREMENT OF SERVICE

A. Meter Testing on Request of Customer

The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meter or meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise the Customer shall deposit the estimated cost of the test; said deposit shall not exceed \$15.00 without the approval of the Commission. The amount so deposited with Company shall be refunded or credited to the Customer, as a part of the settlement of the disputed account if the meter is found, when tested to register more than 2% fast or slow; otherwise the deposit shall be retained by the Company.

B. Adjustments for Inaccurate Meters

Where it is determined that the Company's meter is inaccurate or defective by more than 2% error in registration, bills shall be adjusted in accordance with the Commission Rules and Regulations.

VII. FORCE MAJEURE

A. General

In the event Company is unable, wholly or in part, by reason of Force Majeure to carry out its obligations to provide service under its Rate Schedules or Contracts, the obligations of Company, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "Force Majeure" as employed herein shall include, but not be limited to acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, extreme weather conditions, storms, floods, washouts, arrest and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines, the maintaining or repairing or alteration of machinery, equipment, structures or lines (which maintaining, repairing or alteration shall, however, be carried out in such manner as to cause the smallest practicable curtailments or interruption of deliveries of electricity), freezing of lines, partial or complete curtailment of deliveries under Company's electric purchase contracts, inability to obtain rights-of-way or permits or materials, equipment or supplies, any of the above, which shall, by the exercise of due diligence and care such party is unable to prevent or overcome, and any cause other than those enumerated herein (whether of the kind enumerated herein or otherwise) not within the control of the person claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the persons affected, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected thereby.

CPR COMMITTEE and/or COUNCIL AGENDA

8.)

TO: John J. Tecklenburg, Mayor
FROM: Matt Compton / Matt Frohlich DEPT. Parks – Capital Projects

SUBJECT: SPRING & CANNON STREETScape, TWO-WAY CONVERSION & SIGNALIZATION AID-TO-CONSTRUCTION AGREEMENT WITH SCE&G

REQUEST: The approval of an Aid-To-Construction Agreement and payment to SCE&G in the amount of \$67,809.60 for pedestrian street lighting on Spring and Cannon Streets. The cost is based on the City providing all conduits, foundations, 130 poles and 70 fixture heads. SCE&G will provide an additional 60 fixture heads, wiring and installation of the system. All of the City requirements have already been met through prior contracts on the project. The total project budget remains unchanged.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 22, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<i>Amy Wharton</i>	<input type="checkbox"/>
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input checked="" type="checkbox"/>
Capital Project Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input type="checkbox"/>
MBE Manager	<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 Parks /Capital Projects Acct # 050550-58240

Balance in Account \$67,809.60 Amount needed for this item \$67,809.60

NEED: Identify any critical time constraint(s).

CFO's Signature: *Amy Wharton*

FISCAL IMPACT: The Aid-To-Construction Agreement will be funded by the already existing \$6,152,128 project budget. The funding sources for this project are: 2000 General Fund Reserves (\$300,000) and Gateway TIF (\$5,852,128).

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

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



February 23, 2016

City of Charleston
823 Meeting Street
Charleston, South Carolina 29402

Attn: Matt Compton

Subject: Lighting Agreement for City of Charleston- Spring and Cannon Phase II

Dear Mr. Compton:

Enclosed, in triplicate, is an Agreement Covering Area Lighting between South Carolina Electric & Gas Company and The City of Charleston.

All three originals need to be signed and dated by an officer of the City of Charleston.

Please return **all** copies to this office. After they have been fully executed, we will return an original for your files.

We appreciate your business and if there is any way we can be of assistance, please do not hesitate to give me a call. My telephone number is (843) 576-8310.

Sincerely,

Mary Altman
South Carolina Electric & Gas
Charleston Lighting Coordinator
Post Office Box 760
Mail Code CH34
Charleston, SC 29402

\$1,405.30 MONTHLY
~~\$67,809.60~~ AID TO CONSTRUCTION

Enclosures

ORIGINAL
This Copy to be returned for
files of S.C. Electric & Gas Company

**AGREEMENT COVERING AREA LIGHTING
THE CITY OF CHARLESTON
SPRING AND CANNON
PHASE II
STREET LIGHTING
CHARLESTON, SOUTH CAROLINA 29403**

THIS AGREEMENT is entered into this 18th day of February, 2016, by and between **THE CITY OF CHARLESTON**, "Customer", and South Carolina Electric & Gas Company, "Company".

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the same to be well and truly kept and performed, the sums of money to be paid, and the services to be rendered, the parties hereto covenant and agree with each other as follows, namely:

ARTICLE I

TERM: This Agreement shall continue for the full initial term of ten (10) years unless an early termination is mutually agreed upon. Thereafter, it will extend automatically until terminated by either party giving the other a written two-month minimum termination notice.

ARTICLE II

TERMINATION: Should Customer terminate this Agreement for any reason, either during the initial term or any extension thereof, unless waived as provided for herein, Customer shall pay to Company a termination charge equal to the total installed cost of facilities funded by Company, less accumulated depreciation, less salvage value of all facilities dedicated solely for serving Customer, plus the cost of removal, all as determined by Company in accordance with its standard accounting practices; provided, however, that the termination charge shall not be less than zero. Company may waive a portion or all of the termination charge where (1) a successor agreement is executed prior to termination of this Agreement, (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities, or (3) the facilities for serving have been fully depreciated.

ARTICLE III

INSTALLATION AND MAINTENANCE: The Company agrees to provide and install underground wiring and appurtenances for one hundred thirty (130) 100 watt metal halide Charleston Series style luminaries manufactured by Hanover, mounted on one hundred thirty (130) 11' black aluminum Charleston Series anchor base poles. This lighting installation will be located along Spring Street and Cannon Street in Charleston, South Carolina from King Street to President Street as detailed on SCE&G Drawing D-76798, sheets 1-6. The delivery voltage to these fixtures shall be 120v. Upon completion of the installation, the Customer will maintain ownership of all fixtures, pole bases and poles. The Customer must notify the Company of any non-functioning or mal-functioning lights. The Company will not be responsible for any landscape or

pavement replacement following installation or future maintenance. Customer will maintain a reasonable working distance around each light.

ARTICLE IV

REPLACEMENT AND MAINTENANCE - ORDINARY: The Company shall perform ordinary replacement and maintenance on the equipment and appurtenances. This shall only include the replacement of lamps and photocells which are within the Company's standard specifications. The replacement lamps shall be limited to the Company's standard 100 watt metal halide lamps and the replacement photocells shall be limited to the Company's standard twist-lock photocell.

ARTICLE V

REPLACEMENT AND MAINTENANCE - EXTRAORDINARY: The Customer is responsible for the replacement and maintenance of extraordinary equipment and appurtenance. This shall include the replacement of fixtures, poles and bases. All extraordinary equipment and appurtenances shall be furnished by the Customer as replacements become necessary. If Customer is unable to provide such replacement fixtures, the Company, based upon manufacturer availability, will replace the fixtures, poles and pole bases. The Company shall bill the Customer for all extraordinary replacement and maintenance work. The billing for replacement and maintenance work performed by the Company shall be made on the basis of the out-of-pocket cost to the Company plus overhead and will be made upon completion of the work. Should the customer elect, for any reason, to request relocation of Company's facilities or take any action which requires such relocation, Customer will reimburse the Company for all cost incurred by the Company as a result of such relocation.

ARTICLE VI

LIGHTING SERVICE: The Company shall provide reliable lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Customer agrees that lighting provided is ornamental in nature and is not designed for security. Company does not guarantee lighting level for security purposes. Customer agrees that lighting is not designed in accordance with IES recommended maintained luminance and illumination values for roadways.

ARTICLE VII

RATE: Customer shall be billed in accordance with Company's "Municipal Street Lighting" Rate 17, as a 100 watt metal halide overhead cobra fixture which is currently \$10.81 per light per month, based on the current rate. The Customer's current monthly lighting charges at this project will total \$ 1405.30 plus applicable sales tax. This rate is subject to change upon periodic review by the South Carolina Public Service Commission (PSC), in the manner prescribed by law.

Rate	Item	Cost	Quantity	Total
17	100 Watt Metal Cobra Fixture	\$10.81	130	\$1405.30
				\$1405.30

ARTICLE VIII

AID-TO-CONSTRUCTION: Customer agrees to provide and install schedule 40 gray electrical PVC conduits and street light bases to Company specifications. Company shall assume no liability for the conduit, to include, but not limited to, repair or replacement of any damaged conduit. The installation cost requires an aid to construction in the amount of \$67809.60. This contribution includes the reimbursement to Company for the purchase cost of Customer owned non-standard fixtures and poles.

ARTICLE IX

COVENANTS: This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the parties hereto, as well as the parties themselves.

THE CITY OF CHARLESTON

By: _____

(Print Name): _____

Title: _____

Date: _____

SOUTH CAROLINA ELECTRIC & GAS COMPANY

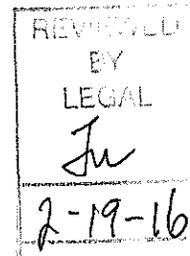
By: _____

(Print Name): Daniel F. Kassis

Title: VP, Customer Relations and Renewables

Date: _____

Contract No.



RATE 17

**MUNICIPAL
STREET LIGHTING**
(Page 1 of 2)

AVAILABILITY

This rate is available to municipal customers using the Company's electric service for area and street lighting.

RATE

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's overhead distribution system will be charged for at the following rates:

SIZE AND DESCRIPTION			Lamp Charges per Month	kWh per Month
9,000 Lumens	(MH)	(100W) Closed Type	\$ 10.81	37
15,000 Lumens	(HPS)	(150W) Open Type	\$ 10.59	57
15,000 Lumens	(HPS)	(150W) Closed Type	\$ 10.83	62
30,000 Lumens	(MH)	(320W) Closed Type	\$ 18.40	123
50,000 Lumens	(HPS)	(400W) Closed Type	\$ 19.31	158

The following fixtures are available for new installations only to maintain pattern sensitive areas:

9,500 Lumens	(HPS)	(100W) Open Type	\$ 9.52	38
9,500 Lumens	(HPS)	(100W) Open Type (non-directional) - Retrofit	\$ 9.52	38
9,500 Lumens	(HPS)	(100W) Closed Type	\$ 10.27	38
15,000 Lumens	(HPS)	(150W) Open Type - Retrofit	\$ 10.61	63
15,000 Lumens	(HPS)	(150W) Closed Type - Retrofit	\$ 10.87	63
27,500 Lumens	(HPS)	(250W) Closed Type	\$ 16.60	102
45,000 Lumens	(HPS)	(360W) Closed Type - Retrofit	\$ 18.52	144

All night street lighting service in areas being served from Company's underground distribution system:

The following fixtures which are available for new installations where excavation and back filling are provided for the Company and existing fixtures previously billed as residential subdivision street lighting will be charged for at the following rates:

Post-Top Mounted Luminaries			Traditional Lamp Charges per Month	Modern Lamp Charges per Month	Classic Lamp Charges per Month	kWh per Month
9,000 Lumens	(MH)	(100W)	\$ 22.61	\$ 22.61	\$ 26.38	37
15,000 Lumens	(HPS)	(150W)	\$ 22.93	\$ 22.93	\$ 26.99	62

The following fixture is available for new installations only to maintain pattern sensitive areas:

9,500 Lumens	(HPS)	(100W) Traditional	\$ 21.16			37
15,000 Lumens	(HPS)	(150W) - Retrofit	\$ 22.92		\$ 26.98	63
15,000 Lumens	(HPS)	(150W) - Retrofit		\$ 22.93		62

Effective January 2009, selected existing light sets will no longer be available for new installations. Replacement light sets will only be available until inventory is depleted and will be replaced on a first-come, first-served basis. Affected lights are as follows:

4,000 Lumens	(Mercury)	(100W) Open Type (non-directional)		\$ 8.58		37
7,500 Lumens	(Mercury)	(175W - Traditional)		\$ 22.43		69
7,500 Lumens	(Mercury)	(175W - Modern)		\$ 22.43		69
7,500 Lumens	(Mercury)	(175W - Classic)		\$ 26.31		69
7,500 Lumens	(Mercury)	(175W) Closed Type		\$ 10.82		69
7,500 Lumens	(Mercury)	(175W) Open Type (non-directional)		\$ 9.61		69
10,000 Lumens	(Mercury)	(250W) Closed Type		\$ 14.58		95
20,000 Lumens	(Mercury)	(400W) Closed Type		\$ 18.39		159

MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

RATE 17

MUNICIPAL
STREET LIGHTING
(Page 2 of 2)

ADJUSTMENT FOR FUEL, VARIABLE ENVIRONMENTAL, AND AVOIDED CAPACITY COSTS

Fuel costs of \$.03137 per kWh are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

PENSION COSTS COMPONENT

The energy charges above include a Pension Costs component of \$.00004 per kWh as approved by the Public Service Commission of South Carolina.

STORM DAMAGE COMPONENT

Inclusion of a storm damage component has been indefinitely suspended until further order of the Public Service Commission of South Carolina.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

PAYMENT TERMS

All bills are net and payable when rendered.

TERM OF CONTRACT

Contracts under this rate shall be written for a period of not less than ten (10) years; and such contract shall include a provision that the Municipality must purchase all of its electrical requirements from the Company. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

SPECIAL PROVISIONS

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and are a part of this rate schedule.

GENERAL TERMS AND CONDITIONS

I. GENERAL

A. FOREWORD

1. In contemplation of the mutual protection of both South Carolina Electric & Gas Company and its Customers and for the purpose of rendering an impartial and more satisfactory service, the General Terms and Conditions of the Company are hereby set forth and filed with the Public Service Commission of South Carolina, which has jurisdiction over public utilities, so as to read as hereinafter set forth; the same being incorporated by reference in each contract or agreement for service.
2. These Terms and Conditions are supplementary to the Rules and Regulations issued by the Public Service Commission of South Carolina covering the operation of electric utilities in the State of South Carolina.
3. These Terms and Conditions may be supplemented for specific Customers by contract.
4. South Carolina Electric & Gas Company is referred to herein as "Company", and the user or prospective user is referred to as "Customer". The Public Service Commission of South Carolina is referred to as "Commission".

B. Application

Provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others designated as Customers who are lawfully receiving electric service from Company under the prescribed Rate Schedules or contracts filed with the Commission. Receipt of service shall constitute a contract between Customers and the Company. No contract may be transferred without the written consent of the Company.

C. Term of Service

The rates prescribed by the Commission are based upon the supply of service to each individual Customer for a period of not less than one year, except as otherwise specifically provided under the terms of the particular Rate Schedule or contract covering such service.

D. Terms and Conditions

The Terms and Conditions contained herein are a part of every contract for service entered into by the Company and govern all classes of service where applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or contract.

E. Selection of Appropriate Rate

Where two or more Rate Schedules are available, the Company will attempt to assist the Customer to a reasonable extent in determining which Schedule to select. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or minimum demand specified in the Rate Schedule may be waived. It is the responsibility of the Customer to select the Rate and the Company will not assume responsibility for the choice.

F. Temporary Service

Temporary or seasonal service will be furnished under the appropriate General Service Rate Schedule to any Customer. Temporary service shall include all construction services having a life expectancy of one year or less. Payment is required in advance for the full cost of erecting and removing all lines, transformers, and other service facilities necessary for the supply of such service.

G. Statements by Agents

No representative of the Company has authority to modify any Rule of the Commission, provisions of Rate Schedules or to bind the Company by any promise or representation contrary thereto.

II. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be construed to have meanings as follows:

- A. "Day" shall mean period of twenty-four (24) consecutive hours beginning at 12 o'clock Midnight Eastern Time or at such other hours as may be designated.
- B. "Month" or "Billing Month" shall mean the period between any two (2) regular readings of Company's meters which shall not be less than twenty-eight (28) days or more than thirty-four (34) days.
- C. "Year", unless otherwise designated, shall mean a period of 365 days commencing with the day of first delivery of electricity hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- D. "Premises" shall mean home, apartment, dwelling unit, shop, factory, business location (including signs and water and sewage pumps), church, or other building or structure which shelters the Customer for his individual or collective occupancy where all services may be taken from a single connection.
- E. "Service Point" or "Point of Interconnection" shall mean the point at which Company's and Customer's conductors are connected.
- F. "Standard Service" means a single service per premises from one electrical source and from existing overhead facilities.

III. CONDITIONS OF SERVICE

A. GENERAL

The Customer shall consult with and furnish to the Company such information as the Company may require to determine the availability of the Company's Service at a particular location before proceeding with plans for any new or additional electric loads. No new or additional electric loads will be served if it is determined that such service will jeopardize service to existing Customers. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or other apparatus and equipment of the Company, the Customer and/or other Customers caused by the additional load or changed installation.

B. Character of Service

Electric energy supplied by the Company shall be standard alternating current at a frequency of approximately 60 hertz and shall be delivered only at voltages and phases as specified by the Company.

C. Rights-of-Way

The Company shall not be required to extend its distribution and service facilities, for the purpose of rendering electric service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from governmental agencies and property owners, at the Customer's expense to permit the installation, operation, and maintenance of the Company's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Company without charge necessary rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer to the extent that such rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer are required, necessary or convenient to enable Company to supply service to the Customer and the Customer also grants the Company the right to continue to extend the Company's facilities on, across, or under property controlled by the customer with necessary trimming and clearing rights to serve other Customers. Customer shall maintain such right-of-way so as to grant Company continued access to its facilities by Company's vehicles and other power-operated equipment.

D. Customer's Installation

Customer's service installations shall be made in accordance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electrical Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises.

Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local, municipal, state, and federal authorities, and the Customer shall keep in good and safe repair and condition such wiring and equipment on Customer's side of the service point exclusive of Company's metering facilities and equipment.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the Company and approved by the Commission.

Before wiring a premise or purchasing equipment, the Customers shall give the Company notice and shall ascertain from the Company the character of service available at such premises. The Company may specify the voltage and phase of the electricity to be furnished, the location of the meter, and the point where the service connection shall be made.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the company and approved by the Commission.

It is the standard practice of the Company to provide all requirements of service for the Customer through a single metering point at each premises.

Where more than one service is required by the Customer, and requested services meet all applicable code requirements the Company will provide such additional service upon payment by the Customer to the Company of the charges above the first service. Each service point shall be a separate account. No new service will be connected without proper release from the inspecting authority having jurisdiction. Should there be no inspecting authority in the jurisdiction, the Company shall determine whether or not applicable codes are met and shall have no obligation to provide service until such time as they are met.

Customer shall furnish at his sole expense any special facilities necessary to meet his particular requirements for service at other than the standard conditions specified under the provision of the applicable Rate Schedule. The Customer shall also provide protection for Customer's equipment from conditions beyond the Company's control including, but not limited to, protective devices for single-phase conditions. The Customer shall also provide a suitable place, foundation and housing where, in the judgment of the Company, it is deemed necessary to install transformers, regulators, control or protective equipment on the Customer's premise.

All equipment supplied by the Company shall remain its exclusive property and Company shall have the right to remove the same from the premises of Customer at any time after termination of service for any cause.

Should Customer elect, for any reason, to request relocation of Company's facilities or take any action, which requires such relocation, customer may be required to reimburse the Company for all costs as a result of such relocation. Company may relocate existing service and facilities, at Company's expense, when necessary for system design or operation and maintenance requirements.

The Customer shall be responsible for the protection and safekeeping of the equipment and facilities of the Company while on the Customer's premises and shall not permit access thereto except by duly authorized representatives of the Company. Customer assumes responsibility and liability for damages and injuries caused by failure or malfunctions of Customer's equipment.

E. Special Equipment

Where a separate transformer or other additional electrical utility standard equipment or capacity is to be used to eliminate fluctuations or other effects detrimental to the quality of service to other Customers due to welding or X-ray equipment, etc., the Company may make a reasonable charge for the transformer equipment and line capacity required. In lieu of the above, the Company may require the Customer to either discontinue the operation of the equipment causing the disturbance or install the necessary motor generator set or other apparatus to eliminate the disturbance detrimental to the service of other Customers.

F. Safe Access to Customer's Premises

The duly authorized representatives of the Company shall be permitted safe access to Customer's premises at any and all reasonable times to inspect, operate and maintain the Company's and the Customer's facilities and equipment for any and all purposes connected with the delivery of service, the determination of connected load or other data to be used for billing purposes, the determination of Customer load requirements or the exercise of any and all rights under the agreement.

G. Company's Installation and Service

Where the Customer's requested service to be supplied by the Company does not produce revenue sufficient to support the expenditure required, the Company will determine in each case the amount of payment and form thereof that shall be required of the Customer.

Electricity supplied by the Company shall not be electrically connected with any other source of electricity without reasonable written notice to the Company and agreement by the parties of such measures or conditions, if any, as may be required for reliability of both systems.

Service supplied by the Company shall not be resold or assigned by the Company to others on a metered or unmetered basis; nor shall the Customer's wiring be connected to adjacent or other premises not owned or operated by the Customer without specific written approval of the Company and of the Commission.

The Company's service facilities will be installed above ground on poles or fixtures; however, underground facilities will be provided when requested in accordance with the Company's appropriate underground service publications.

In Areas of Overhead Distribution: The Company will install and maintain an overhead service drop for loads up to 500 KVA from its overhead distribution system to the Customer's service connection provided the transformer can be placed in the proximity of the service point. For residential Customers, if specifically requested by the Customer, the Company will install and maintain a single phase underground service to any residence (terrain permitting) provided the Customer pays in advance the difference in cost between a new overhead service and the new underground service of equal current carrying capacity.

In Areas of Underground Distribution: The Company will install and maintain the necessary underground facilities to provide a point of service at the Customer's property line or at another location designated by the Company. For residential Customers, the Company will install and maintain a single-phase service to the service point as designated by Company, up to a maximum length of 125 feet. If the requested residential service to Company's designated service point exceeds 125 feet in length, the Customer will pay in advance the total additional cost for that portion in excess of 125 feet in length. For underground service other than residential, the Customer shall furnish, install and maintain necessary service conductors and conduit from their service equipment to the Company's designated point of service regardless of meter location.

H. Term of Contract

The Term of Contract for service shall be for a term of one year with automatic renewal except as otherwise provided in the applicable Rate Schedule. Where a large or special investment in service facilities is necessary, or other special conditions exist, contracts may be written for (1) a longer term than specified in the Rate Schedule, or (2) a special guarantee of revenue, or (3) a facility charge, or (4) all of these conditions as may be required to safeguard the Company's investment.

I. Continuance of Service and Liability Therefore

The Company does not guarantee continuous service. Company shall use reasonable diligence at all times to provide uninterrupted service but shall not be liable for any loss, cost damage or expense to any Customer occasioned by any failure to supply electricity according to the terms of the contract or by any interruption or reversal of the supply of electricity, if such failure, interruption or reversal is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of the Company, or any cause except willful default or gross neglect on its part.

The Company reserves the right to curtail or temporarily interrupt Customer's service when it shall become necessary in order that repairs, replacement or changes may be made in the Company's facilities and equipment, either on or off Customer's premises.

The Company may impose reasonable restrictions on the use of service during peak periods of excessive demand or other difficulty, which jeopardizes the supply of service to any group of Customers.

The Company may waive any minimum charge or guarantee payments for service upon written notice from and request of Customer during such time as the Customer's plant may be completely closed down as a result of strike, lockout, government order, fire, flood, or other acts of God: provided however, that Customer specifically agrees that the term of the service contract shall be extended for a period equal to the period of enforced shutdown. (See Section VII, Force Majeure).

J. Denial or Discontinuance of Service

The Company may refuse or discontinue service and remove the property of the Company without liability to the Customer, or tenants or occupants of the premises served, for any loss, cost, damage or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:

1. In the event of a condition determined by the Company to be hazardous or dangerous.
2. In the event Customer's equipment is used in such a manner as to adversely affect the Company's service to others.
3. In the event of unauthorized or fraudulent use of Company's service.
4. Unauthorized adjustments or tampering with Company's equipment.
5. Customer's failure to fulfill his contractual obligations.
6. For failure of the Customer to permit the Company reasonable access to its equipment.
7. For nonpayment of bill for service rendered provided that the Company has made reasonable efforts to effect collection.
8. For failure of the Customer to provide the Company with a deposit.
9. For failure of the Customer to furnish permits, certificates, and rights-of-way, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.

10. The Company shall not furnish its service to any applicant who at the time of such application is indebted to any member of his household is indebted under an undisputed bill for service, previously furnished such applicant or furnished any other member of the applicant's household or business.
11. The Company may terminate a Customer's service should the Customer be in arrears on an account for service at another premise. For the reason that the Customer's use of the utility service conflicts with, or violates orders, ordinances or laws of the State or any subdivision thereof, or of the Commission.
12. For failure of the Customer to comply with reasonable restrictions on the use of service. The Company may discontinue service without notice for reasons (1), (2), and (3) above. For the remainder of the reasons, the Customer shall be allowed a reasonable time in which to correct any discrepancy.
13. Failure of the Company to terminate or suspend service at any time after the occurrence of grounds therefore or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect the Company's right to later resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

K. Reconnection Charge

Where the Company has discontinued service for reasons listed in Section III-J, the Customer is subject to a reconnection charge of \$25.00 in addition to any other charges due and payable to the Company. In cases where both electric and gas service are reconnected at the same time on the same premises for the same Customer, only one charge will be made.

Where the Customer interrupts or terminates service and subsequently requests reconnection of service at the same premises the reconnection charge will apply.

IV. BILLING AND PAYMENT TERMS

A. General

The rates specified in the various service classifications are stated on a monthly basis. Unless extenuating circumstances prevent, the Company will read meters at regular monthly intervals and render bills accordingly. If for any reason a meter is not read, the Company may prepare an estimated bill based on the Customer's average use billed for the preceding 60 days or from other information as may be available. All such bills are to be paid in accordance with the standard payment terms, and are subject to adjustment on the basis of actual use of service as computed from the next reading taken by the Company's representative or for any circumstances known to have affected the quantity of service used. No more than one estimated bill shall be rendered within a 60-day period unless otherwise agreed to by the Customer or allowed by the Commission.

All billing errors shall be adjusted in accordance with the Commission's Rules and Regulations.

B. Customer's Obligations

The Customer is responsible for electricity furnished and for all charges under the agreement until the end of term thereof.

All bills shall be due and payable when rendered. Notice and collection of unpaid bills will be in accordance with the current Rules and Regulations of the Commission.

No Claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

Should service be terminated, the Customer's deposit shall be applied to reduce or liquidate the account. Service may be restored upon payment of the account, in full, plus the late payment charge set forth below, the reconnection charge set forth above and a deposit as set forth below.

C. Late Payment Charge

A late payment charge of one and one half per cent (1 ½%) will be added to any balance remaining twenty-five (25) days after the billing date.

D. Deposit

A maximum deposit in an amount equal to an estimated two (2) months (60 days) bill for a new Customer or in an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding twelve (12) months or a portion of the year if on a seasonal basis may be required from the Customer as security for payment of the account before service is rendered or continued if any of the following conditions exist:

- (1) The Customer's past payment record to the Company shows delinquent payment practice;
- (2) A new Customer cannot furnish either a letter of good credit from a reliable source or any acceptable cosigner or guarantor on the Company's system to guarantee payment;
- (3) A Customer has no deposit and presently is delinquent in payments;
- (4) A Customer has had his service terminated for non-payment or fraudulent use. All deposits may be subject to review based on the actual experience of the Customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and payment habits of the Customer.

E. Service Charge

The Company may make reasonable charges for work performed on or services rendered:

- 1) Upon Customer's request at the Customer's premises when, at the time the request is made, service and equipment provided by the Company is in good working condition and in compliance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electric Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises;
- 2) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the willful action(s) of the Customer, members of the Customer's household or invitees of the Customer; or
- 3) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the negligent failure of the Customer to take timely action to correct or to notify the Company or other responsible party to correct conditions which led to the needed repair, replacement or removal, except that such charges shall be apportioned between the Customer and the Company to the extent that the Customer shall only bear that part of the costs which reflect the costs added by the Customer's negligence. Such charges cannot be assessed where the damage is caused by an Act of God except to the extent that the Customer failed timely to mitigate the damages. Such charges may include labor, material and transportation.

V. COMPANY'S LIABILITY

A. General

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's premises. The Company will not be responsible for the use; care or handling of electricity delivered to the Customer after it passes the service point. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's equipment.

VI. MEASUREMENT OF SERVICE

A. Meter Testing on Request of Customer

The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meter or meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise the Customer shall deposit the estimated cost of the test; said deposit shall not exceed \$15.00 without the approval of the Commission. The amount so deposited with Company shall be refunded or credited to the Customer, as a part of the settlement of the disputed account if the meter is found, when tested to register more than 2% fast or slow; otherwise the deposit shall be retained by the Company.

B. Adjustments for Inaccurate Meters

Where it is determined that the Company's meter is inaccurate or defective by more than 2% error in registration, bills shall be adjusted in accordance with the Commission Rules and Regulations.

VII. FORCE MAJEURE

A. General

In the event Company is unable, wholly or in part, by reason of Force Majeure to carry out its obligations to provide service under its Rate Schedules or Contracts, the obligations of Company, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "Force Majeure" as employed herein shall include, but not be limited to acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, extreme weather conditions, storms, floods, washouts, arrest and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines, the maintaining or repairing or alteration of machinery, equipment, structures or lines (which maintaining, repairing or alteration shall, however, be carried out in such manner as to cause the smallest practicable curtailments or interruption of deliveries of electricity), freezing of lines, partial or complete curtailment of deliveries under Company's electric purchase contracts, inability to obtain rights-of-way or permits or materials, equipment or supplies, any of the above, which shall, by the exercise of due diligence and care such party is unable to prevent or overcome, and any cause other than those enumerated herein (whether of the kind enumerated herein or otherwise) not within the control of the person claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the persons affected, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected thereby.

CPR COMMITTEE and/or COUNCIL AGENDA

9.)

TO: John J. Tecklenburg, Mayor
FROM: Peter Hedegor/ Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: CFD STATION ALERT LIGHTING SYSTEM CONSTRUCTION CONTRACT

REQUEST: Approval of a Construction Contract with PURVIS Systems Incorporated in the amount of \$43,227.88 for the installation and configuration of bunk room lighting to integrate with the existing Fire Station Alerting System (FSAS) in each of the 15 fire stations.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 22, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
Capital Projects Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
MBE Manager	<input 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 Parks-Capital Projects Acct # 210000-52206

Balance in Account \$46,500.00 Amount needed for this item \$43,227.88

Project Number CP1614

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: The purchase and installation will obligate \$43,227.88 of the \$46,500.00 allocated for the work from the 2016 Professional & Contractual Services in the Fire Department budget.

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

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

Order or a Construction Change Directive to the Contractor, and the Contractor shall perform the changed work promptly.

4. The Contractor shall furnish and pay the cost, including sales tax and other applicable taxes and fees, of all necessary materials, labor, tools, equipment, and supervision, as well as all business insurance, licenses and permits required by the City of Charleston, the State of South Carolina or as required by this Contract to perform the Scope of Work and any amendments thereto.
5. This Contract shall be interpreted pursuant to the laws and statutes of the State of South Carolina and the City of Charleston. The Contractor shall be responsible for compliance with all applicable laws, ordinances, rules and regulations for the duration of this Contract, and shall indemnify the Owner in the event of non-compliance thereof.
6. The Contractor shall be responsible for all construction means, methods, techniques, procedures and safety measures in the performance of the Scope of Work. Before beginning any work, the Contractor shall be responsible for examining the Drawings and Specifications for compliance with applicable laws, ordinances, and regulations, and shall immediately report any discrepancy to the Owner.
7. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other work or property resulting from such defects for a period of two years from the date of Final Completion.
8. The Contractor shall indemnify and save harmless the Owner and the Owner's agents and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the City submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.
9. The Contractor shall employ only persons skilled in the Scope of Work for which it is to perform, and employ an experienced superintendent to supervise the work who shall be responsible for the acts or omissions of the Contractor's agents and employees as well as those of subcontractors and their agents and employees working on behalf of the Contractor. The City may, in writing, require the Contractor to remove from the project any employee the Owner deems incompetent, careless or otherwise objectionable at no additional expense to the Owner. The Contractor shall not subcontract out more than 20% of the total cost of this project to any party other than the indicated sub-contractor, A3 Communications, Inc.
10. The Contractor must exercise due diligence in protecting the Project and adjacent property. If, in the opinion of the Owner, the Scope of Work is being carried out in a damaging or irresponsible manner, it may terminate this Contract effective immediately upon verbal or written notice to the Contractor at no cost to the Owner.
11. The Owner reserves the right to terminate this Contract when it is in the best interest of the Owner, including but not limited to the non-appropriation of funds. If this Contract is so terminated, the Owner shall provide the Contractor with thirty (30) days written notice of such termination. Contractor shall be paid for Work performed through the date of termination for convenience. No costs shall be allowed to the Contractor for a termination for convenience or when it is in the best interest of the Owner. No damages shall be allowed to the Contractor for a termination for convenience or when it is in the best interest of the Owner.

If the Contractor fails to comply with the terms of this Contract, the Owner shall notify the Contractor in writing specifying the noncompliance. The Owner reserves the right to terminate this Contract by written notice to the Contractor if the noncompliance is not corrected within thirty (30) days after receipt of written notice. Contractor shall not be entitled to any costs or damages resulting from a termination for default.

12. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance by the defaulting party with every provision of this Contract.
13. All notices pursuant to this Contract to either of the parties hereto shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to the addresses stated above for the parties.
14. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the Date of Commencement. Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner. Cancellation of Contractor's insurance shall be grounds for termination of this Contract. All insurance policies required of the Contractor shall provide that the Owner be named as an additional insured. The Contractor shall procure and maintain at its own expense for the duration of the Contract the following:
 - a. Contractor's General Public Liability and Property Damage Insurance including vehicle coverage, protecting the Contractor from claims of personal injury, including death, and claims for destruction of or damage to property arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or a subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit for any such property damage, injury or death sustained by two or more persons in any one accident.
 - b. Workers Compensation Insurance, including occupational disease coverage, for all of the Contractor's employees. In case any work is subcontracted, the Contractor shall require such subcontractors identically to provide Workers Compensation Insurance, including occupational disease coverage for all of the latter's employees, unless such employees are covered by the protections afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract that are not protected under the Workers Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance equal to the Contractor's insurance requirements as set forth herein for the protection of its employees not otherwise protected.

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

OWNER: City of Charleston

CONTRACTOR: PURVIS Systems Incorporated

BY: _____
 John J. Tecklenburg
 Mayor

BY: Michelle R. Craft
(Signature of Contractor Representative)

Michelle R. Craft
(Print or Type Name of Contractor Representative)

ITS: Contracts Manager

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Fire Department

PRODUCT: Station Alert Lighting

REQUISITION NUMBER: PR

VENDOR: Purvis Systems Incorporated

DATE: January 6, 2016

1. Please state the use for this/these product(s).

The City of Charleston Fire Department has identified a need to activate overhead lights in the City's fire station bunk rooms when a dispatch alert is received in the station(s). The City requested that PURVIS Systems interface the newly implemented Fire Station Alerting System (FSAS) with the existing bunk room lights in each of the City's 15 fire stations and configure the FSAS to activate those lights as part of the automated alerting sequence.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

No.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

This product is considered a sole source, as the Purvis Systems is the proprietary vendor of the station alerting system the fire department has installed in all of its stations. The lighting module and lighting package requested is a Purvis Systems designed product that will integrate seamlessly into the existing system. Installing the Purvis Systems version of the station lighting module would ensure continuous and consistent operation of the station alerting package and maintain all components of the station alerting system under one vendor umbrella.

4. Have you evaluated comparable products within the last two years?

___ YES or NO X___

If yes, please state the complete results of the evaluation.

SIGNATURE



TITLE

Fire Chief

PURVIS Systems Incorporated
Installation of Trip Lights in City of Charleston Fire Stations
January 5, 2016

City of Charleston Requirement:

The City of Charleston Fire Department has identified a need to activate overhead lights in the City's fire station bunk rooms when a dispatch alert is received in the station(s). The City requested that PURVIS Systems interface the newly implemented Fire Station Alerting System (FSAS) with the existing bunk room lights in each of the City's 15 fire stations and configure the FSAS to activate those lights as part of the automated alerting sequence.

PURVIS Approach:

The PURVIS Fire Station Alerting System is fully capable of automatically activating station lights to meet the City's requirement. However, while the PURVIS FSAS can be interfaced with the City's existing bunk room lights, doing so would be complex and costly. As part of the FSAS installation in the City of Charleston, the PURVIS team assessed the labor and cost associated with this effort. Because each fire station is wired differently and the lights in each station may not reside on a single electrical circuit, interfacing the existing bunk room lights with the FSAS will require a certified electrician to do a custom install at each station in order to meet the City's requirements. This would be a time consuming and costly effort. Therefore, PURVIS proposes an alternate approach that is more cost effective and provides greater flexibility in terms of functionality and expansion capabilities, while still meeting the City's need. PURVIS proposes installing a total of three dedicated LED lights in each fire station. These LED lights will be ceiling mounted and are bright enough to light up an entire room. The lights have both red and white lighting capabilities and can be configured to activate based on the City's requirement. For instance, if desired, the lights can be configured to active as white during daytime hours and red during night hours to reduce the startling effect on first responders while still providing safe egress at night. Alternately, the lights can be configured to always active as white to mimic the operation of turning on existing overhead station lights.

PURVIS's proposed approach offers several advantages over interfacing the FSAS with the existing bunk room lights, including:

- Significantly more cost effective
- Provides greater flexibility in terms of how the lights can be activated
- Is easily expandable. Lights can be added in other parts of the station easily and cost effectively without impacting existing station electrical wires and/or circuits
- Provides a self contained, standalone solution that is easy to maintain
- Is a low voltage solution that simplifies installation requirements and does not require a certified electrician
- Is more energy efficient

Cost Detail:

The total price associated with this effort is shown below. This price includes all labor and materials required to install the lights in each bunk room in each of the 15 City of Charleston fire stations. The price also includes 4 spare lights for maintenance purposes. A formal price quote is provided on the page that follows.

Total Cost

\$43,227.88

PURVIS PRICE QUOTATION - CHARLESTON COUNTY AGENCIES

PURVIS SYSTEMS
INCORPORATED

Tax ID #: 11-2299301

88 Silva Lane
Middletown, RI 02842
Sales: R. Foster 401-619-2469
Contracts: M. Craft 401-845-8401

Date: 1/5/2016
Quote #: PC2015-03r2
Agency: City of Charleston Fire Department
Address: 46 1/2 Wentworth St.
Charleston, SC 29401
Agency POC: John Tippett, Deputy Chief of Operations
Phone #: 843-720-1981
Installation of LED trip lights in City of
Task: Charleston fire stations.

To be used for additional Hardware and Services to be contracted separately with Fire and Rescue Agencies associated with Contract #4520 between PURVIS and the County of Charleston, SC. This quote is valid for 90 days.

Hardware:

Item	PURVIS Part #	Quantity	Unit Price	Quantity Discount % (if applicable)	Adjusted Unit Price	Extended Price
Multi-Colored Incident Light	315-1000		\$381.21		\$381.21	\$0.00
White/Red LED Trip Light	315-3900-3	49	\$72.00		\$72.00	\$3,528.00
LED Strobe Light	315-1000-2		\$205.58		\$205.58	\$0.00
Lighting Control Unit (LCU)	315-0600		\$3,233.98		\$3,233.98	\$0.00
Wall Speaker	315-1200		\$74.70		\$74.70	\$0.00
Ceiling Speaker	315-1300		\$92.71		\$92.71	\$0.00
Wall Speaker with Incident Lights	315-1400		\$228.02		\$228.02	\$0.00
Outdoor / Bay Speaker	315-1500		\$176.50		\$176.50	\$0.00
Ambient Noise Sensor	315-1600		\$424.72		\$424.72	\$0.00
Rack Mount Amplifier	315-0704		\$976.09		\$976.09	\$0.00
Thermal Rip and Run Printer	315-1700		\$863.00		\$863.00	\$0.00
Turn-Out Timer	315-1800		\$623.69		\$623.69	\$0.00
42" Flat Panel Incident Display	315-1900		\$1,617.87		\$1,617.87	\$0.00
20" Flat Panel Incident Display	315-2000		\$818.62		\$818.62	\$0.00
60" LED Incident Display	315-2100		\$5,778.11		\$5,778.11	\$0.00
12" LED Incident Display	315-2200		\$766.97		\$766.97	\$0.00
Relay Control Unit (RCU)	315-2600		\$1,504.22		\$1,504.22	\$0.00
Apparatus Presence Detector	315-2700		\$744.57		\$744.57	\$0.00
Reset/Activation Switch	315-2800		\$63.85		\$63.85	\$0.00
Camera & Doorbell	315-3300		\$1,588.06		\$1,588.06	\$0.00
TOTAL						\$3,528.00
Sales and Use Tax					8.5%	\$299.88
TOTAL HARDWARE						\$3,827.88

Hardware prices do not include installation or any system configuration, if applicable.

FIXED PRICE SERVICES:

Description	Price	Discount % (if applicable)	Extended Price
System Configuration and Testing	\$8,650.00		\$8,650.00
Installation (Includes labor and materials)	\$30,750.00		\$30,750.00
TOTAL SERVICES			\$39,400.00

GRAND TOTAL

\$43,227.88

EXPORT CONTROL: Products purchased or received under any resulting Sale may be subject to export control laws, restrictions, regulations, and orders of the United States Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export any product to any prohibited or embargoed country or to any denied, blocked or designated person or entity as mentioned in any United States or foreign law or regulation.

COMMITTEE / COUNCIL AGENDA

10.)

TO: John J. Tecklenburg, Mayor
FROM: J. Frank Newham DEPT. Public Service
SUBJECT: SEAWALL REPAIRS - LOW BATTERY IMPROVEMENT PROJECT
REQUEST: Approval for JMT to provide final design and construction documents for the Low Battery Improvement Project

COMMITTEE OF COUNCIL: Ways & Means DATE: March 22, 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>Maitland K. Scher</u>	<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Dir. Dept. of Public Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Samuel S.</u>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

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

If yes, provide the following: Dept./Div: 051160 Account #: 58238

Balance in Account \$255,457.00 Amount needed for this item \$255,457.00

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton
FISCAL IMPACT:

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

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

PROFESSIONAL SERVICE AGREEMENT ADDENDUM # 1 BETWEEN JOHNSON, MIRMIRAN AND THOMPSON (JMT) AND THE CITY OF CHARLESTON, SOUTH CAROLINA

Section 1. General

THIS ADDENDUM, made and entered into this ___ day of _____, 2016, by and between Johnson, Mirmiran and Thompson whose address is 952 Houston Northcutt Blvd., Suite 100, Mount Pleasant, SC 29464 (hereinafter referred to as "JMT") and the "Client" identified herein, provides for Additional Services under the Professional Service Agreement dated April 28, 2015, such Additional Services described under Section 2 of this Addendum.

- Client: City of Charleston, South Carolina
- Engineer's Project Number: 14-1139-001
- Project Title: "Seawall Repairs – Low Battery Improvement Project"
- Addendum Title: Final Design and Construction Document Development for the Low Battery"

Section 2. General Description of Additional Professional Services

Additional Services to be provided by JMT are more fully described in Attachment A to this Addendum, which is incorporated by this reference.

Section 3. Compensation to Be Paid to JMT

Compensation to be paid to JMT for providing the requested Additional Services shall be as follows:

- A Lump Sum Fee of \$254,231.86 excluding reimbursable expenses as shown in Attachment A for Design services.
- Reimbursable expenses Not to Exceed \$1,225.14 as shown in Attachment A for the design services.

Section 4. Schedule for Additional Services

The schedule for Additional Services and adjustments, if any, to the overall Project schedule shall be as follows:

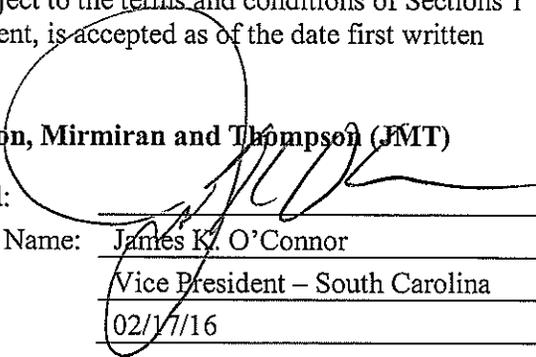
JMT will commence Additional Services upon receipt of a fully executed copy of this Addendum.

IN WITNESS WHEREOF, this Addendum, which is subject to the terms and conditions of Sections 1 through 4, Attachment(s), and the aforementioned Agreement, is accepted as of the date first written above.

CITY OF CHARLESTON

Signed: _____
Typed Name: _____
Title: _____
Date: _____

Johnson, Mirmiran and Thompson (JMT)

Signed: 
Typed Name: James K. O'Connor
Title: Vice President – South Carolina
Date: 02/17/16

ATTACHMENT A



JOHNSON, MIRIRAN & THOMPSON
Engineering A Brighter Future®
An Employee Owned Company

Over **40** Years
of Engineering Excellence

February 17, 2015
Low Battery Phase 2
Final Design & Contract Documents
Proposal Number: 14-1139-999

J. Frank Newham
Senior Engineering Project Manager
Engineering Division
75 Calhoun Street
Charleston, SC 29401
Phone: (843) 724-3713
newhamj@charleston-sc.gov

Mr. Newham:

Johnson, Mirmiran, and Thompson (JMT) is pleased to submit this proposal to the City of Charleston (the City) for Final Design and Construction Document Development services relevant to the retrofit of the Low Battery seawall on Murray Boulevard, Charleston, South Carolina.

Project Understanding

JMT understands that the 100 year old wall is in a deteriorated state and is in need of a retrofit and repair to ensure its longevity. From our previous investigation and report, the city has the option of completely replacing the wall with new construction, or, underpin the existing wall foundation with a less invasive, new deep foundation. JMT understands the City's preferred option is to underpin the existing wall and proceed with a micropile support based design. In addition to the foundation, the face of the wall will undergo repairs, both structural and cosmetic. The sidewalk and rail will be replaced and brought into current code and the overall height of the wall will be increased to account for anticipated sea level rise during the continued life of the wall. The City currently wishes to develop design and construction documents for the approximately 800 ft. of wall starting with the recently replaced "turn" and terminating at King Street. The renovation to the remainder of the wall will be designed and implemented as funding allows.

Proposed Scope

Following is a summary of scope of services that JMT anticipates performing:

I. SERVICES

Services to be provided are as defined in the original contract as Phase 2 and is provided following this letter for reference. The work shall generally include the following:

- A. Development of Project renderings for use with stakeholder meetings regarding increased wall height for sea level rise.
- B. Structural design and plan development of a new foundation system that will be applicable to the known variations of the existing wall profile.
- C. Geotechnical design support for the foundation improvements.
- D. Development of details for the repair of spalled and deteriorated joints in the face of the wall.
- E. Provision for a code compliant sidewalk design.
- F. Provision for a uniform barrier railing and curb details.
- G. Inclusion of a heightened wall elevation for Sea Level Rise.
- H. Development of a viable roadway drainage profile and pavement design adjacent to wall construction.
- I. Develop all necessary permit documents and provide Public & Stakeholder meeting support.
- J. Development of Contract Specifications applicable to the materials and procedures used for the work.

II. PROJECT SCHEDULE

JMT anticipates starting this project within 10 days of receipt of signed agreement.

III. CLIENT RESPONSIBILITIES

- A. Design criteria for the project.
- B. Provide access to the site as necessary.
- C. Clear direction on the decided methods of repair and available construction budget.

IV. ADDITIONAL SERVICES

All services not listed under "Services" are considered Additional Services. The compensation for these services will be in addition to that for "Services." "Additional Services" include, but are not limited to the following:

- A. Engineering services incident to project scope changes beyond JMT's control.
- B. Making revisions when such revisions are inconsistent with prior approvals or instructions.
- C. Providing additional meetings other than listed under "Services."
- D. Providing services in connection with future facilities or structures, or modifications to the existing structure which are not intended to be part of this project.

V. CONSTRUCTION ADMINISTRATION

- A. Fees for Construction Administration will be developed and submitted to the City for approval upon completion of the Final Design and Construction Documents.

VI. COMPENSATION

- A. "Services," upon which compensation is based, were determined from correspondence with J. Frank Newham of the City.
- B. "Services" will be provided for a proposed Lump Sum fee of \$255,457.00
- C. "Additional Services" will be provided to meet the Client's needs and will be negotiated at such time as deemed necessary.

This scope may be amended as needed according to your project requirements and JMT will happily modify any effort or fees at your request to better suit your needs. I thank you for your time and consideration in this matter and again, I look forward to a successful project completion. Should you have any questions regarding these items, please do not hesitate to call me at our office number of 843-556-2624 or on my mobile at 843-452-3266.

We appreciate the opportunity to work with you. Do not hesitate to contact me should you have any questions.

Very truly yours,
Johnson, Mirmiran, and Thompson



Jim O'Connor, P.E.
Vice President
South Carolina Office

AGREEMENT SCOPE OF SERVICES FROM ORIGINAL CONTRACT

CONSTRUCTION DOCUMENTS (Phase 2)

▪ **Task 12: Preliminary Plans**

Prior to development of the Preliminary Plans, the preferred alternative, preliminary wall construction details and construction sequencing shall be finalized and approved by the City. This process shall include development of renderings to use at stakeholder meetings regarding the proposed increased wall height due to seal level rise considerations.

Consultant shall perform preliminary design. Design shall include plans reflecting final alignment and preliminary structure design and foundation design. The purpose of this task is to perform design efforts to the point necessary for review, approval and then development of final plans. Preliminary designs relating to the following activities will be developed.

- A. The Consultant will prepare preliminary plans based on the conceptual plans previously approved by the City.
- B. The Consultant will establish the preferred structure and substructure configuration based on geotechnical recommendations, loading criteria and cost.
- C. The preliminary plans shall contain sufficient details of pertinent physical features to illustrate the design intent and shall include at a minimum:
 - Cover sheet
 - Typical Sections
 - General Plan and Elevation
 - Place-holders for sheets to be developed with Final Construction Documents
- D. Design standards shall be developed and approved by the City
- E. USACE and SCDHEC/OCRM permit documents shall be developed to support the final design.
- F. Storm water permitting documents shall be developed.
- G. SCDOT Encroachment permitting packages shall be developed.
- H. Stakeholder meetings shall be facilitated to present the chosen design. Two (2) meetings are anticipated.

A field review shall take place after completion of Preliminary Plans for the purpose of all relevant parties understanding the proposed project.

Following the field review, City will send the Consultant a list of all items requiring revision. Prior to completing the Preliminary Plans, the Consultant shall incorporate all changes deemed necessary by City resulting from the field review. The Consultant shall notify the City of any changes that were not incorporated (with explanations).

▪ **Task 13: Final Plans & Specifications**

Final Construction Plans & Specifications shall be prepared as described herein. The approved final plans shall consist of the following:

- A. Plans shall be neatly drawn and professionally prepared. Plans shall be fully checked by Consultant before submittal to the City for review.
- B. The actual level of seismic design effort will be determined after the final geotechnical report is complete. Site Specific seismic analysis is not currently included in the design effort. Code specified seismic criteria shall be followed.
- C. Final design and plans shall consist of the following minimum sheets:
 - 1. Title Sheet and Location Plan
 - 2. Quantities
 - 3. General Notes
 - 4. Standard Details
 - 5. Reinforcing Bending Details
 - 7. General Plan and Elevation
 - 9. Boring Logs
 - 10. Foundation Plans
 - 12. Typical Sections
 - 13. Structural Details
 - 14. Non-Structural Details
 - 15. Construction limits
 - 16. Property lines, property parcel number, and ownership
 - 17. Proposed right-of-way and easements
 - 18. Geometric control (vertical and horizontal)

Additional sheets may be necessary to show details required for construction and shall be provided as deemed necessary by the CONSULTANT and City.

- D. Construction Specifications will include Standard Specifications – The “2007 Standard Specifications for Highway Construction and Standard Special Provisions,” issued by the SCDOT. Supplemental specification sections will be provided for any specialty construction (such as micropiles, grouting, ground improvement, etc.).
- E. Certified Local Government (CLG) Federal Historic Preservation Grant Support shall be provided to develop a submission package in an effort to secure additional project funding.

Deliverables: One (1) full-sized set of signed and sealed Final Construction Plans, six (6) half size sets, one (1) CD of Final Construction Plans, Cost Estimate & Construction Duration, Soil Boring, and any necessary Special Provisions shall be provided to the City

▪ **Task 14: Quantity Estimates, Special Provisions & Construction Bidding**

- A. Quantity Computations – Based upon the final plans, quantity computations will be performed for each item of work designated as unit price pay items. Computations will be tabulated in the quantity summaries on the final plans.
- B. Special Provisions – Special Provisions will be prepared for those items of work not covered as desired in the Standard Specifications or existing Standard Special Provisions.

- C. The City will be responsible for preparing the Bid Package and advertising.
- D. Consultant shall assist City with prequalification of contractors in an effort to obtain bids from qualified contractors in the type of work specific to this project.

CONSTRUCTION ADMINISTRATION (In Phase 3) Not currently in proposed fee and subject to revision at the conclusion of Phase 2

- **Task 15: To be determined at the conclusion of Phase 2 design and Construction Document preparation.**



City of Charleston
 Low Battery Reconstruction Project
 Fee Summary



City of Charleston

<u>Task</u>	<u>Task Fee</u>	<u>Phase Fee</u>
Phase 1: Project Management, Planning, Preliminary Design and Concept Level Cost Estimates		N/A
Field Surveys and Data Collection		
Task 1: Topographic, Right-of-Way and Property Surveys	N/A	
Task 2: Hydrographic Survey	N/A	
Task 3: Subsurface Utility Engineering (SUE)	N/A	
Task 4: Seawall Assessment	N/A	
Task 5: Geotechnical Sampling & Testing	N/A	
Task 6: Wood/Timber Sampling & Testing	N/A	
Task 7: Geotechnical/Materials Engineering Evaluation	N/A	
Wall Structural Evaluation & reporting		
Task 8: Wall Analysis, Evaluation & Condition Report	N/A	
Design Development		
Task 9: Conceptual Design Alternatives (to include estimates of probable costs)	N/A	
Task 10: Permitting Research and Coordination	N/A	
Task 11: Historic Treatment Statement	N/A	
JMT Direct Costs	N/A	
Phase 2: Final Design Services to be negotiated at completion of Phase 1		\$255,457.00
CONSTRUCTION DOCUMENTS (Phase 2)		
Task 12: Preliminary Plans	\$140,179.84	
Task 13: Final Plans & Specifications	\$86,680.00	
Task 14: Quantity Estimates, Special Provisions & Construction Bidding	\$27,372.02	
JMT Direct Costs	\$1,225.14	
Phase 3: Construction Administration Services to be negotiated at completion of Phase 2		N/A
CONSTRUCTION ADMINISTRATION (Phase 3)		
Task 15: To be determined at a later time	N/A	

Project Cost Estimate - Low Battery

	Senior Principal Engineer	Vice Pres. Principal Engineer	Specialty Engineer	PM-Senior Engineer	Associate Senior PE Engineer	Junior PE Engineer	EIT Engineer / Scientist	Graphic Artist	Admin./Senior Technician	Total
Project Cost and Average Hourly Rates	\$236.64	\$210.02	\$147.90	\$133.11	\$122.02	\$109.45	\$94.66	\$114.30	\$82.82	
Engineering Fees										
Phase 2: Final Design Services to be negotiated at completion of Phase 1										\$256,457.00
Total hours	0	220	160	16	978	840	784	70	48	
Task 12: Preliminary Plans										
Civil Engineering	0	8	0	8	17	176	0	0	0	
Set Final Wall Vertical and Horizontal Baseline		2		8	3	40				\$6,228.81
Check Final Drainage areas and Conveyance location		2			3	16				\$2,537.22
Coordinate any utility/drainage crossings/improvement		1			3	8				\$1,451.64
ADA improvements along wall and opposite Murray side		1			4	24				\$3,324.79
Design Final Railing Configuration		2			4	8				\$1,783.67
Stormwater Permitting - Type I						40				\$4,377.84
SCDOT Encroachment Permit						40				\$4,377.84
Foundation & Structural Engineering	0	8	40	0	104	0	0	0	0	
Final Geotechnical Considerations & Design		1	8		8					\$2,369.36
Develop Design Sections for 800 ft. Project		3	4		16					\$3,173.93
Develop Final Design Loads and Final Foundation Design		1	8		16					\$3,345.50
Design Pier Cap/Wall Connections behind existing wall		1	8		16					\$3,345.50
Develop Wall Face repair detail		1	4		24					\$3,739.04
Develop lower skirt and undermining/void repair detail		1	8		24					\$4,321.64
Prelim. Plan Creation (800 ft. section)	0	20	0	0	48	0	66	0	0	
Cover Sheet		1			8		8			\$1,643.41
General Plan & Elevation Sheet		1			8		16			\$2,700.65
Typical Sections		1			8		16			\$2,700.65
Place-holder sheets for Final Plan Detail		1			8		16			\$2,700.65
City Meetings		16			16					\$5,312.57
Renderings for higher wall for sea level rise								70		\$8,000.80
USACE & OCRM Permitting Preparation Efforts & Stakeholder Meetings	0	16	40	0	16	0	96	0	24	
USACE & OCRM Permitting Development and Meetings			40				80		8	\$14,151.07
Stakeholder Meetings (plan for 2)		16			16		16		16	\$8,152.26
Subconsultant Efforts										
Terracon Design Review Subconsultant Cost										\$4,950.00
Liologic Community Outreach (3) Groups Subconsultant Cost. 2 meetings per group @ 4 hr. ea plus 20 total hours prep										\$10,500.00
Committee 2 meetings @ 2 hr. per. plus 18 total hours prep										\$4,500.00
Schnabel Subconsultant Foundation Engineering Cost										\$30,200.00
Task 13: Final Plans & Specifications										
Final Plan Creation (500 ft. section)	0	30	0	0	184	104	200	0	0	
Cover Sheet		1			4	4	4			\$1,076.71
Quantities Sheet		1			4	16	4			\$2,827.65
General Notes		1			4	16	4			\$2,827.65
General Details		1			8	16	8			\$3,694.54
Reinforcing Bending Detail Sheet		1			4	4	4			\$1,076.71
General Plan & Elevation Sheet		1			24		32			\$6,167.43
Boring Log sheets		1			8		16			\$2,700.65
Foundation Sheet		1			16		32			\$5,191.29
Typical Sections		1			24		32			\$6,167.43
Cap/Wall Structural Details		1			16		24			\$4,434.04
Non structural details (Sidewalk, railings, curbs, etc)		1			16	40	8			\$7,297.39
Phasing/Staging Plans		1			16		16			\$3,676.79
Traffic Control Plans		1			16		16			\$3,676.79
Roadway Paving Repair Plans		1			8	16				\$2,697.29
City Meetings		16			16					\$5,312.57
Project Specifications	0	0	0	0	24	0	0	0	0	
Development of Specs					24					\$2,928.42
Certified Local Government (CLG) Federal Historic Preservation Grant Support	0	0	0	0	0	0	40	0	0	
Prepare Application for Feb 5 Submittal							40			\$3,786.24
Subconsultant Efforts										
Schnabel Subconsultant Foundation Engineering Cost										\$20,900.00
Task 14: Quantity Estimates, Special Provisions & Construction Bidding	0	28	0	0	96	40	0	0	0	
Quantities										
Quantity Calculations					16	16				\$3,703.42
Special Provisions										
Special Provisions					8	8				\$1,851.71
Final Cost Estimate										
Final Cost Estimate		4			16	16				\$4,543.48
Contractor Pre-Qual		8			24					\$4,608.58
City/Stakeholder Meetings		16			24					\$6,288.71
Bidding Questions and Addenda					8					\$976.14
Subconsultant Efforts										
Schnabel Subconsultant Foundation Engineering Cost										\$5,400.00
UMT Direct Costs										
Reproduction					40	\$26.00	ea			\$1,000.00
Mileage					398.477	\$0.565	mile			\$225.14
expense item					0	\$0.00				\$0.00
expense item										

Engineering Total \$255,457.00

COMMITTEE / COUNCIL AGENDA

11.)

TO: Joseph P. Riley, Jr., Mayor
 FROM: Laura S. Cabiness, PE DEPT. Public Service
 SUBJECT: CHURCH CREEK DRAINAGE BASIN ANALYSIS - ADDENDUM #17
 REQUEST: Approval of Addendum #17 for Woolpert, Inc. to perform continued management support in the Church Creek Special Stormwater Management Area to include ICPR stormwater model updates, review of design/model calculations, design services, verification surveys, attendance of client/public meetings, and other related duties.

COMMITTEE OF COUNCIL: Ways & Means DATE: 22 March 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>Alicia J. ...</i>	<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	<i>Amy Wharton</i>	<input type="checkbox"/>
Dir. Dept. of Public Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Laura S. Cabiness</i>	<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.: 050330 Account #: 52240

Balance in Account \$50,000.00 Amount needed for this item \$50,000.00

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

NEED: Identify any critical time constraint(s).

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

Mayor's Signature: *Joseph P. Riley, Jr.*
 Joseph P. Riley, Jr., 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.

PROFESSIONAL SERVICE AGREEMENT ADDENDUM 17 BETWEEN WOOLPERT INC. AND CITY OF CHARLESTON, SOUTH CAROLINA

Section 1. General

THIS ADDENDUM, made and entered into this ___ day of _____, 2016, by and between WOOLPERT Inc., whose address is 2000 Center Point Drive, Suite 2200, Columbia, SC 29210-5824 (hereinafter referred to as "Woolpert") and the "Client" identified herein, provides for Additional Services under the Professional Service Agreement dated November 6, 2000, such Additional Services described under Section 2 of this Addendum.

- Client: City of Charleston, South Carolina
- Project Number: 75396
- Project Title: "Church Creek Drainage Improvements"
- Addendum Title: Continuing Church Creek SMA Services

Section 2. General Description of Professional Services

Services to be provided by Woolpert include any services requested by the Client related to storm water management in the Church Creek Special Stormwater Management Area. Services may include, but are not limited to, ICPR modeling, review of design/model calculations for other developments, design services, and attendance at client/public meetings. Services will not be initiated without a written request or email authorization by City staff.

Section 3. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested additional services in Section 2 shall be hourly using the attached rate schedule labeled Attachment A, for a total fee not to exceed **\$50,000.00**, including reimbursable expenses. Woolpert shall notify the City when 50% and 90% of the approved fee has been expended.

Section 4. Schedule for Services

The schedule for Services and adjustments, if any, to the overall Project schedule shall be established based on each specific request for services by the Client.

THE EFFECTIVE DATE of this Addendum shall be the date written above and the term shall be for a period of five years.

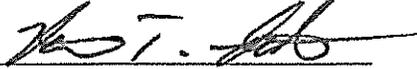
In all other respects, the Professional Services Agreement referenced above and entered into on November 6, 2000 entitled "Church Creek Basin" between the City of Charleston and Woolpert, Inc. remains in full force and effect.

IN WITNESS WHEREOF, this Addendum, which is subject to the terms and conditions of Sections 1 through 4, Attachment A, and the aforementioned Agreement, is accepted as of the date first written above.

CITY OF CHARLESTON

WOOLPERT INC.

Signed: _____
Typed Name: _____
Title: _____
Date: _____

Signed: 
Typed Name: Brian T. Bates, PE
Title: Senior Associate
Date: 03/07/16

ATTACHMENT A: HOURLY RATE SCHEDULE

Principal	\$250/hr
Project Director	\$205/hr
Senior Modeler	\$190/hr
Project Manager	\$170/hr
Senior Engineer	\$140/hr
Junior Engineer	\$105/hr
EIT	\$90/hr
GIS Analyst	\$130/hr
Senior Technician	\$95/hr
Technician	\$80/hr
Business Manager	\$85/hr
Admin Assistant	\$65/hr

12.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Geona Shaw Johnson

DEPT. Housing and Community
Development

SUBJECT CITY OF CHARLESTON 2016-2017, COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME), HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) BUDGETS, APPLICATOIN FOR FEDERAL ASSISTANCE (SF 424 FORMS), CERTIFICATION FORMS AND CONTRACT TEMPLATES.

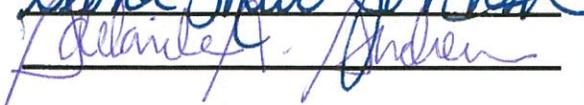
REQUEST Mayor and City Council approval is requested for the submission of the Application for Federal Assistance (SF 424 Forms) and the corresponding documents to the Department of Housing and Urban Development (HUD), which comprises the City of Charleston 2016-2017 Annual Action Plan. This request has been coordinated with the Community Development Committee of City Council. The Committee approved the HOPWA, HOME and CDBG budgets. However, amendments were requested to the CDBG budget to support the homeless efforts and are as follows: an award to the Homelessness Coalition in the amount of \$25,000 (reduced from \$50,000); One Eighty Place \$40,000 (Increased from \$15,000); Greater Charleston Empowerment Corporation \$28,000 (reduced from \$30k) and the Charleston Trident Urban League, House and Home Program \$25,000 (reduced from \$30k). Additionally, approval is requested for the execution of contracts for each organization based on the approved budget. The contracts will be reviewed and vetted by City of Charleston Corporation Counsel prior to the dissemination of the contracts to the nonprofit agency.

COMMITTEE OF COUNCIL:

Ways and Means

DATE: March 22, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*
Community Development Committee of City Council.

	Yes	N/A	Signature of Individual Contacted	Attachment
Housing & Community Dev	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

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

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

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s). Annual Action Plan with the components detailed above are due to the Department of Housing and Urban Development by April 15, 2016.

CFO's Signature: _____
John J. Tecklenburg 3/16/10

FISCAL IMPACT:

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

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

Application for Federal Assistance SF-424

Version 02

***1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

***2. Type of Application**

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s)

*Other (Specify)

3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Charleston

*b. Employer/Taxpayer Identification Number (EIN/TIN):
57-6000226

*c. Organizational DUNS:
077990786

d. Address:

*Street 1: 75 Calhoun Street

Street 2: Suite 3200

*City: Charleston

County: Charleston

*State: South Carolina

Province: _____

*Country: USA

*Zip / Postal Code 29401

e. Organizational Unit:

Department Name:
Housing and community Development

Division Name:

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

Prefix: Ms. *First Name: Geona

Middle Name: Shaw

*Last Name: Johnson

Suffix: _____

Title: Director

Organizational Affiliation:
Local government

*Telephone Number: 843-724-3768

Fax Number: 843-965-4180

*Email: johnsong@charleston-sc.gov

Application for Federal Assistance SF-424

Version 02

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

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-241

CFDA Title:

Housing Opportunities for Persons with AIDS (HOPWA)

***12 Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

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

Berkeley, Charleston and Dorchester Counties

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

The City of Charleston will continue to provide housing and related services for citizens with HIV/AIDS.

Application for Federal Assistance SF-424		Version 02
16. Congressional Districts Of:		
*a. Applicant: First, Sixth	*b. Program/Project: First, Sixth	
17. Proposed Project:		
*a. Start Date: 6/1/16	*b. End Date: 5/31/17	
18. Estimated Funding (\$):		
*a. Federal	\$497,368	
*b. Applicant	_____	
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	\$497,368	
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?		
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____		
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.		
<input checked="" type="checkbox"/> c. Program is not covered by E. O. 12372		
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)		
<input checked="" type="checkbox"/> ** I AGREE		
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions		
Authorized Representative:		
Prefix: <u>The Honorable</u>	*First Name: <u>John</u>	
Middle Name: <u>J.</u>		
*Last Name: <u>Tecklenburg</u>		
Suffix: _____		
*Title: Mayor		
*Telephone Number: 843-577-6970	Fax Number: 843-720-3827	
* Email: griffr@charleston-sc.gov		
*Signature of Authorized Representative:	*Date Signed:	

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

Application for Federal Assistance SF-424		Version 02
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		*2. Type of Application * If Revision, select appropriate letter(s) <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision *Other (Specify) _____
3. Date Received:	4. Applicant Identifier:	
5a. Federal Entity Identifier:		*5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
*a. Legal Name: City of Charleston		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 57-6000226		*c. Organizational DUNS: 077990786
d. Address:		
*Street 1:	<u>75 Calhoun Street</u>	
Street 2:	<u>Suite 3200</u>	
*City:	<u>Charleston</u>	
County:	<u>Charleston</u>	
*State:	<u>South Carolina</u>	
Province:	_____	
*Country:	<u>USA</u>	
*Zip / Postal Code	<u>29401</u>	
e. Organizational Unit:		
Department Name: Department of Housing and Community Development		Division Name:
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix:	<u>Ms.</u>	*First Name: <u>Geona</u>
Middle Name:	<u>Shaw</u>	
*Last Name:	<u>Johnson</u>	
Suffix:	_____	
Title:	<u>Director</u>	
Organizational Affiliation: Municipality		
*Telephone Number: 843-724-3768		Fax Number: 843-965-4180
*Email: johnsong@charleston-sc.gov		

Application for Federal Assistance SF-424

Version 02

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

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

Department of Housing and Urban Development (HUD)

11. Catalog of Federal Domestic Assistance Number:

14-239 _____

CFDA Title:

Home Investment Partnerships Program _____

***12 Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

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

City of Charleston, South Carolina

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

The City of Charleston will utilize its HOME funds to improve housing opportunities for low and moderate income citizens in the City of Charleston.

Application for Federal Assistance SF-424 Version 02

16. Congressional Districts Of:
*a. Applicant: First, Sixth *b. Program/Project: First, Sixth

17. Proposed Project:
*a. Start Date: 6/1/16 *b. End Date: 6/31/17

18. Estimated Funding (\$):

*a. Federal	\$482,857
*b. Applicant	_____
*c. State	_____
*d. Local	_____
*e. Other	_____
*f. Program Income	\$100,000
*g. TOTAL	\$582,857

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

a. This application was made available to the State under the Executive Order 12372 Process for review on _____

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E. O. 12372

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

Yes No

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

** I AGREE

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

Authorized Representative:

Prefix: The Honorable *First Name: John

Middle Name: J.

*Last Name: Tecklenburg

Suffix: _____

*Title: Mayor

*Telephone Number: 843-577-6970 Fax Number: 843-720-3827

* Email: griffinr@charleston-sc.gov

*Signature of Authorized Representative: _____ *Date Signed: _____

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 80 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	Type of Submission: (Required): Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date. 	10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
		11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> • New – An application that is being submitted to an agency for the first time. • Continuation – An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision – Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify) 	12.	Funding Opportunity Number/Title: (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
		13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
		14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.	15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.	16.	Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 th district, CA-012 for California 12 th district, NC-103 for North Carolina's 103 rd district. <ul style="list-style-type: none"> • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.		
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.		
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.		
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.		
8.	Applicant Information: Enter the following in accordance with agency instructions: a. Legal Name: (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website. b. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. d. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US). e. Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the	17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
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		19.	Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

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20.		<p>Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.</p> <p><i>If yes, include an explanation on the continuation sheet.</i></p>		
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Application for Federal Assistance SF-424

Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

Application for Federal Assistance SF-424

Version 02

***1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

***2. Type of Application**

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s)

*Other (Specify)

3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Charleston

*b. Employer/Taxpayer Identification Number (EIN/TIN):
57-6000226

*c. Organizational DUNS:
077990786

d. Address:

*Street 1: 75 Calhoun Street
Street 2: Suite 3200
*City: Charleston
County: Charleston
*State: South Carolina
Province: _____
*Country: USA
*Zip / Postal Code 29401

e. Organizational Unit:

Department Name:
Housing and community Development

Division Name:

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

Prefix: Ms. *First Name: Geona
Middle Name: Shaw
*Last Name: Johnson
Suffix: _____

Title: Director

Organizational Affiliation:
Local government

*Telephone Number: 843-724-3768

Fax Number: 843-965-4180

*Email: johnsong@charleston-sc.gov

Application for Federal Assistance SF-424	Version 02
<p>*9. Type of Applicant 1: Select Applicant Type: C. City or Township Government</p> <p>Type of Applicant 2: Select Applicant Type:</p> <p>Type of Applicant 3: Select Applicant Type:</p> <p>*Other (Specify)</p>	
<p>*10 Name of Federal Agency: Department of Housing and Urban Development</p>	
<p>11. Catalog of Federal Domestic Assistance Number: 14-241 _____</p> <p>CFDA Title: Housing Opportunities for Persons with AIDS (HOPWA) _____</p>	
<p>*12 Funding Opportunity Number: _____</p> <p>*Title: _____</p>	
<p>13. Competition Identification Number: _____</p> <p>Title: _____</p>	
<p>14. Areas Affected by Project (Cities, Counties, States, etc.): Berkeley, Charleston and Dorchester Counties</p>	
<p>*15. Descriptive Title of Applicant's Project: The City of Charleston will continue to provide housing and related services for citizens with HIV/AIDS.</p>	

Application for Federal Assistance SF-424		Version 02
16. Congressional Districts Of:		
*a. Applicant: First, Sixth	*b. Program/Project: First, Sixth	
17. Proposed Project:		
*a. Start Date: 6/1/16	*b. End Date: 5/31/17	
18. Estimated Funding (\$):		
*a. Federal	\$497,368	
*b. Applicant		
*c. State		
*d. Local		
*e. Other		
*f. Program Income		
*g. TOTAL	\$497,368	
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?		
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____ <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E. O. 12372		
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<p>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)</p> <input checked="" type="checkbox"/> ** I AGREE		
<p>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions</p>		
Authorized Representative:		
Prefix: <u>The Honorable</u>	*First Name: <u>John</u>	
Middle Name: <u>J.</u>		
*Last Name: <u>Tecklenburg</u>		
Suffix: _____		
*Title: Mayor		
*Telephone Number: 843-577-6970	Fax Number: 843-720-3827	
* Email: griffinr@charleston-sc.gov		
*Signature of Authorized Representative:		*Date Signed:

Application for Federal Assistance SF-424

Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 80 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	Type of Submission: (Required): Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date. 	10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
		11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify) 	12.	Funding Opportunity Number/Title: (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
		13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
		14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.	15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.		
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.		
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.		
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.	16.	Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 th district, CA-012 for California 12 th district, NC-103 for North Carolina's 103 rd district. <ul style="list-style-type: none"> • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.		
8.	Applicant Information: Enter the following in accordance with agency instructions:		
	a. Legal Name: (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website.	17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
	b. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.	18.	Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
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CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying-- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official

Date

3/22/16

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) _____ , _____ (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

Signature/Authorized Official

3/22/16
Date

Mayor
Title

**OPTIONAL CERTIFICATION
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature/Authorized Official 3/22/16
Date

Mayor
Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature/Authorized Official

3/22/16
Date

Mayor
Title

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature/Authorized Official

3/22/16

Date

Mayor

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

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.

HOME CONTRACT – RENTAL HOUSING
CONTRACT BETWEEN THE CITY OF CHARLESTON
AND
Non profit organization
FOR
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS

THIS CONTRACT (the "**Contract**"), entered as of the ____ day of January 2016 (the "**Effective Date**") by and between the City of Charleston, South Carolina (the "**City**"), and the Nonprofit Organization, Inc. ("Nonprofit Organization a/k/a Subrecipient").

WHEREAS, the City of Charleston has applied for and received funds from the United States Government under Title 11 of the National Affordable Housing Act of 1992; and

WHEREAS, the City of Charleston wishes to engage Nonprofit Organization in utilizing Eighty-two thousand three hundred and twenty-six dollars (\$82,326.00) of 24th Year HOME Investment Partnerships Program (the "**Funds**");

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein the parties agree as follows:

I. SCOPE OF SERVICE

A. Activities

The Funds shall be used for construction expenses related to the development of nine (9) of the forty-four (44) rental apartments at the Oaks at Dupont, known as that certain piece, parcel or tract of land located in Charleston County, Tax Map Number 351-13-00-047 (the "**Property**"). The nine apartments shall provide rental housing for elderly persons earning fifty (50%) percent and below the Area Median Income. The remaining thirty-five (35) apartments shall target persons earning sixty (60%) of the Area Median income. The Funds shall be used solely for payment of the construction costs related to the development of nine (9) apartments at 813 Dupont Road and for no other purposes. By accepting and expending the Funds, Nonprofit Organization, agrees to be bound by the terms of this Contract and to use the Funds solely for the purposes and requirements set forth herein, and subject to the requirements, outlined in the narrative attached hereto and made a part hereof as **Addendum "A"** (the "**Scope of Services**").

B. Performance/Objectives Monitoring

1. The City shall monitor the performance of Nonprofit Organization against goals and performance standards required under this Contract. Substandard performance by Nonprofit Organization, as determined by the City, shall constitute a default under this Contract and shall entitle the City to any and all

remedies available under this Contract, at law or in equity.

2. Nonprofit Organization acknowledges that compliance with its obligations under this Contract shall not entitle Nonprofit Organization to future funding by the City.
3. Nonprofit Organization further acknowledges that the "general objective category" for this Project is "accessibility" and the "general outcome category" is "decent housing" as such terms are defined in the Community Planning Development Outcome Measurement System guidelines.

C. Subsequent Changes

Any changes to the Scope of Services set forth as Addendum A shall be done pursuant to Paragraph V-G of this Contract.

D. Budget

The program budget (the "**Budget**") attached hereto as Addendum B is hereby made a part of this Contract and is incorporated herein by reference.

II. TIME OF PERFORMANCE

Construction of the Project and related activities shall commence on the Effective Date and shall end on the date that is **one (1) year** thereafter (the "**Construction Period**"). Notwithstanding completion of the Project, this Contract shall continue in full force and effect until the later of (a) the expiration of the Affordability Period for the Unit that is last to expire or (b) the time period during which Nonprofit Organization remains in control of HOME funds or other assets including Program Income (hereafter defined). The City shall be entitled to review the performance of Nonprofit Organization to determine whether Nonprofit Organization is carrying out its HOME assisted activity in a timely manner prior to any additional awards being granted. Sixty (60) days prior to program year-end, the City shall conduct an assessment to determine the amount of funds remaining in Nonprofit Organization's control. In the event Nonprofit Organization's performance demonstrates a lack of timeliness as required in accordance herewith and should Nonprofit Organization fail to demonstrate to the City that the lack of timeliness has resulted from factors beyond Nonprofit Organization's reasonable control, the City shall provide Nonprofit Organization the opportunity to prepare and implement a workout plan, as approved by the City, within thirty (30) days of the City's finding of such lack of timeliness by Nonprofit Organization. Should Nonprofit Organization fail to fulfill its obligations as herein set forth, the City reserves the right, in addition to any other remedy available at law or in equity, to declare Nonprofit Organization in default under

this Contract, terminate Nonprofit Organization's access to the Funds or terminate the Contract in its entirety at no cost to the City.

III. PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid by the City under this Contract shall not exceed eighty-two thousand three hundred and twenty-six dollars (\$82,326).
- B. The Funds shall only be used and applied as expressly authorized in accordance with this Contract and shall not be used for direct or indirect payment of administrative costs incurred by Nonprofit Organization as outlined in this Contract.

IV. NOTICES

Communication and details concerning this Contract shall be directed to the following contract representatives:

City

Ms. Geona Shaw Johnson, Director
Department of Housing and Community Development
75 Calhoun Street, Suite 3200
Charleston, South Carolina 29401
(843) 724.3766; Fax: 965-4180

City of Charleston Legal Department
Post Office Box 652
Charleston, South Carolina 29402
843.724.3730

Mayor John J. Tecklenburg
Post Office Box 625
Charleston, SC 29401
843.577.9560

Nonprofit Organization Incorporated
c/o The Oaks at Dupont, Associates, LLC
Mark Richardson, Vice President
Nonprofit Organization,
14120 Ballantyne Corporate Place, Suite 575
Charlotte, NC 28277
980-318-5000; Fax: 980.318-5005

V. GENERAL CONDITIONS

A. General Compliance

Nonprofit Organization, shall comply with all applicable federal, state and local laws and regulations governing the Funds.

B. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner to create or establish the relationship of employer/employee or joint ventures between the parties. Nonprofit Organization shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as Nonprofit Organization is an independent non-profit organization chartered under the State of S.C.

C. Indemnification and Hold Harmless

Nonprofit Organization shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Nonprofit Organization's performance of the services or subject matter called for in this Contract.

D. Worker's Compensation

Nonprofit Organization shall provide Worker's Compensation Insurance coverage for all employees involved in the performance of this Contract.

E. Insurance and Bonding

Nonprofit Organization shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

Nonprofit Organization shall insure recognition of the role of the grantor-City agency in providing services in accordance with this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, Nonprofit Organization shall include a reference to the support provided herein in all publications made possible with funds made available in accordance with this Contract.

G Transparency Act Requirements

Nonprofit Organization shall ensure that the City of Charleston is provided information to report data required by the Federal Funding Accountability and Transparency Act (FFATA) and subsequent OMB guidance. Effective October 1, 2010, FFATA requires federal awards granted to an organization in an amount of \$25,000 or more to report specific information related to the organization receiving the funds. The information includes the following:

1. Subrecipient Entity Information (FAIN)
2. Principal Place of Performance
3. Executive Compensation Data if applicable
4. DUNS Number and/or Parent DUNS number.
5. CFDA
6. Project Description
7. Total Funding Amount
8. Contract Execution Date
9. Reporting Month

H. Amendments

This Contract may not be amended or modified except in a writing signed by each of the parties hereto.

The City, may, at its discretion, amend this Contract to conform with Federal, State and/or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Contract, such modifications shall be incorporated only by written agreement signed by both the City and Nonprofit Organization

I. Suspension or Termination

In addition to any other remedy available under this Contract, at law or in equity, the City may suspend or terminate this Contract, in whole or in part, if Nonprofit Organization materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein. If the City determines that Nonprofit Organization is in noncompliance, it shall notify Nonprofit Organization in writing of noncompliance. Thereafter, if Nonprofit Organization fails to correct noncompliance within thirty (30) days, then Nonprofit Organization shall, at the option of the City, be declared in default and the City may declare Nonprofit Organization ineligible for any further participation in City contracts, and shall be entitled to seek any other remedies available under this Contract, at law or in equity.

J. Covenants.

Anything contained herein notwithstanding, the Property, the Project, or any Unit or other portion thereof shall not be sold, conveyed, or transferred by the owner of the Property, Nonprofit Organization in violation of the Covenants as hereinafter described and shall include the Covenant which shall run with the land and require the nine (9) Apartment Units to be held, transferred and conveyed as rental apartments for elderly residents earning fifty percent and below the Area Median Income subject to the covenants (the "**Covenants**"), the form of which shall have been approved in writing by the City of Charleston Department of Housing and Community Development prior to such conveyance. The Affordability Covenants shall provide, generally, that the Units shall be held, owned, sold, conveyed, transferred, only for the purposes outlined in this Contract. The Covenants shall run with the land for a period of thirty (30) years. The owner of the Property, Nonprofit Organization in undertaking the obligations to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce the Covenants. In addition, the Covenants shall state that the City is a beneficiary thereof and entitled to enforce such Covenants.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Financial Management Standards

Nonprofit Organization shall comply with all financial management standards outlined in and incorporated as part of this Contract.

2. Accounting Standards

Nonprofit Organization shall comply with Attachments A through O of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

3. Cost Principles

Nonprofit Organization shall administer its program in accordance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or A-21 "Cost Principles for Educational Institutions", whichever is applicable; and if Nonprofit Organization is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" shall apply for all costs incurred whether charged on a direct or indirect basis.

4. Program Income

As used herein, "**Program Income**" means gross income earned by Nonprofit Organization from activities directly supported by the Funds. Such earnings include interest earned on advances. Such earnings may also include, but shall not be limited to, income from service fees. Nonprofit Organization shall retain Program Income to carry out the Project or other projects for which use of the Program Income is authorized by the City in writing. Funds from the sale of real or personal property either provided by the City or purchased in whole or in part with funds made available under this Contract shall also be used for the programs described herein.

B. Documentation and Record-Keeping

1. Records to be maintained

Nonprofit Organization shall maintain all records required by the Federal regulations specified in 24 CFR Part 92.508 and that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

- a. Records providing a full description of the Project and each Unit sale to a Qualified Owner;
- b. Records demonstrating that Project and each sale to of a Unit to a Qualified Owner meets income requirements, affordability requirements and property standards;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance (including the Funds);
- e. Records documenting compliance with the fair housing and equal opportunity components of the HOME Program;
- f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention of Records

Nonprofit Organization shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of this Contract, after the resolution of all Federal audit findings, or five (5) years after the final disposition of such property, whichever occurs later.

3. Client Data

Nonprofit Organization, the property owner shall maintain sufficient data to demonstrate each tenant's eligibility for the program. Such data may include, but not be limited to, client name, address, family size, income level or other basis for determining eligibility and description of services provided. Such information shall be made available to City and HUD staff or their designees for review upon request. Such records shall be kept for the Affordability Period applicable to the Project.

4. Property Records

NONPROFIT ORGANIZATION shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities under this Contract, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after the final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment as specified in 24 CFR Part 92.353 (f).

5. Close-Outs

Nonprofit Organization's obligations to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.

Upon its expiration or dissolution, Nonprofit Organization, Inc., shall transfer to the City any funds on hand which have been provided under this Contract and any accounts receivable attributable to the use of the Funds. Any real property or equipment under Nonprofit Organization's control that was acquired or improved in whole or in part with HOME funds must be returned to the City and disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property, including the Property, less any portion thereof attributable to the expenditures of non-HOME funds for acquisition of, or improvement to, the property or the Property.

6. Audits and Inspections

- a. All Nonprofit Organization records with respect to any matters covered by this Contract shall be made available to the City, the Federal Government, or their designees, at any time during normal business hours, as often as the City or the Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- b. Any deficiencies noted in audit reports must be addressed by Nonprofit Organization within 30 days after receipt of written notice of such deficiencies by Nonprofit Organization and cleared by Nonprofit Organization within six months. Failure of Nonprofit Organization to comply with the above audit requirements shall constitute a violation of this Contract and may result in the withholding of payments to Nonprofit Organization

7. Progress Reports

Nonprofit Organization shall submit regular Progress Reports to the City on a quarterly basis in the form and content required by the City. In addition to any other remedy available under this Contract, at law or in equity, funds may be withheld until such documentation is submitted.

8. Fraud Policy

In order to protect the funds, including the Funds, granted to the City of Charleston and utilized by the Nonprofit Organization in performance of services covered by this Contract, Nonprofit Organization shall have a fraud policy in effect during the term of this Contract. The fraud policy shall establish procedures for the detection and prevention of fraud, misappropriation, negligent conduct that results in loss, and other inappropriate conduct involving the Funds and services covered by this Contract. A copy of the policy shall be provided to the City upon request.

C. Financial Reporting and Payment Procedures

1. Budgets

Nonprofit Organization shall submit a detailed budget within five days of the date of this Contract in a form and content prescribed by the City's Finance Department for approval by the City. The City and Nonprofit Organization may agree to revise the budget form from time to time in accordance with existing city policies.

2. INTENTIONALLY OMITTED

3. Payment Procedures

The City shall reimburse or make available to Nonprofit Organization monies available from the Funds under this Contract based upon invoices and documentation submitted by Nonprofit Organization and consistent with any approved budget, cost allocation plan and City policy concerning payments. Payments shall be made for eligible expenses actually incurred by Nonprofit Organization and not to exceed actual cash requirements. The City reserves the right to liquidate funds available under this Contract for costs incurred by the City on behalf of Nonprofit Organization

4. Audit of Records

Nonprofit Organization shall on an annual basis have a fiscal and programmatic audit performed by qualified auditors who are licensed Certified Public Accountants to verify program efficiency and effectiveness. Audits shall be conducted in accordance with OMB Circular A-133. Nonprofit Organization further agrees to make available all records, audits and reports relative to the fiscal and programmatic aspects of its program upon request by the City.

D. Procurement

1. Compliance

Nonprofit Organization shall comply with OMB Circular A-110 and any current city policy regarding the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Contract.

2. OMB Standards

Nonprofit Organization shall procure materials in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards, covering utilization and disposal of property.

3. Relocation, Acquisition and Displacement

Nonprofit Organization shall comply with 24 CFR 92.353 relating to the displacement of persons, businesses, non-profit organizations and farms

occurring as a direct result of any acquisition of real property utilizing the Funds. Nonprofit Organization also agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Nonprofit Organization agrees further to comply with applicable City ordinances, resolutions and policies concerning displacement of individuals from their residences.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Nonprofit Organization shall comply with Title I of the Civil Rights Act of 1964, as amended, Title VII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

Nonprofit Organization shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. Nonprofit Organization shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Nonprofit Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part 1. In regard to the sale of land acquired, cleared or improved with assistance provided under this Contract, Nonprofit Organization shall cause or require a covenant running with the land to be inserted in the deed such transfer, prohibiting discrimination as herein defined, in the sale of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are

beneficiaries of and entitled to enforce such covenants. Nonprofit Organization and Nonprofit Organization, in undertaking their obligations to carry out the program assisted hereunder, agree to take such measures as are necessary to enforce such covenant, and shall not themselves discriminate.

4. Section 504

Nonprofit Organization shall comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide Nonprofit Organization with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

B. Affirmative Action

1. Approved Plan

Nonprofit Organization shall carry out, pursuant to the City's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The City shall provide Equal Employment Opportunity Program guidelines to Nonprofit Organization, Inc. to assist in the formulation of such a program.

2. Women/Minority Owned Businesses

Nonprofit Organization shall use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority and female owned enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. Nonprofit Organization, Inc. may rely on written representations regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

Nonprofit Organization shall furnish any and all information and reports required hereunder and shall permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules,

regulations and provisions stated herein.

4. EEO/AA Statement

Nonprofit Organization shall, in all solicitations or advertisements for employees placed by or on behalf of Nonprofit Organization, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity

- a. Nonprofit Organization certifies that no Federal appropriated funds have been paid or shall be paid, by or on behalf, of any person for influencing or attempting to influence an officer or employee of any agency, 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.
- b. Nonprofit Organization certifies that if any funds other than Federal appropriated funds have been paid or shall 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 the Federal Contract, grant, loan or cooperative agreement, it shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. Nonprofit Organization certifies that the language of paragraphs (a) and (b) above shall be included in documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, loans and cooperative agreements) and that all lobbying as described in paragraphs (a) and (b) above shall be disclosed accordingly.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or working conditions which are unsanitary, hazardous or

dangerous to the participant's health or safety.

3. Labor Standards

Nonprofit Organization shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those laws and regulations apply to the performance of this Contract. Nonprofit Organization shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City and HUD officials upon request.

Nonprofit Organization agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than twelve (12) households, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements pertaining to such contracts of the Department of Labor, under 29 CFR, Parts 1,3,5 and 7 governing the payment of wages and ration of apprentices and trainees of journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Nonprofit Organization of its obligation, if any, to require payment of the higher wage. Nonprofit Organization shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$2,000.

4. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Contract, shall be a condition of the federal funding assistance provided under this Contract and binding upon Nonprofit Organization and any contractors or subcontractors for work in connection with this Contract. Further, Nonprofit Organization agrees to incorporate the following language in all contracts and subcontracts executed for work under this Contract:

"The work to be performed under this Contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

Nonprofit Organization agrees that no contractual or other disability exists which would prevent compliance with these requirements.

5. Debarred, Suspended or Ineligible Contractors

Financial assistance provided under this Contract shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor of Nonprofit Organization during any period of debarment, suspension or placement of ineligibility status under the provisions of 24 CFR 92.357.

D. Conduct

1. Assignability

Nonprofit Organization shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto.

2. Conflict of Interest

Nonprofit Organization shall abide by the provisions of 24 CFR 92.356 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with performance of services required under this Contract. Nonprofit Organization further covenants that in the performance of this Contract, no person having a financial interest shall be employed or retained by Nonprofit Organization hereunder. These conflict of interest provisions also apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the City or of any designated public agencies or JDC Network which are receiving funds under the HOME Program.

3. Religious Organizations

Nonprofit Organization agrees that the Funds provided under this Contract

shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations found in 24 CFR 92.257.

4. Subcontracts

a. Selection Process

Nonprofit Organization shall undertake to insure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be made available upon request by the City along with documentation concerning the selection process.

b. Content

Nonprofit Organization shall cause all of the provisions of this Contract to be included in and made a part of any subcontract executed in performance of this Contract.

c. Monitoring

Nonprofit Organization shall monitor all subcontracted services on a regular basis to insure compliance with this Contract. Results of monitoring efforts shall be summarized in written reports and supported by documentation of follow-up actions taken to correct areas of non-compliance. Copies of these reports shall be submitted to the City.

VIII. ENVIRONMENTAL CONDITIONS

A. Air and Water

Nonprofit Organization shall comply with the requirements of the following regulations insofar as they apply to the performance of this Contract:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- National Environmental Policy Act of 1969

- HUD Environmental Review Procedures (24 CFR, Part 58)

B. Flood Disaster Protection

Nonprofit Organization shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 2234) in regard to the sale of land acquired, cleared or improved under the terms of this Contract, as it may apply to the provisions of this Contract. In addition, all properties assisted with Federal funds under this Contract are required to have flood insurance on the property.

C. Lead-Based Paint

Nonprofit Organization agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 92.355 and 24 CFR Part 35, and in particular Subpart B thereof. Such regulations pertain to all HUD assisted housing and require that all owners, prospective owners of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

D. Hazardous Materials.

Nonprofit Organization covenants that it shall not permit any Hazardous Materials to be brought onto the Property or any other real property owned developed by Nonprofit Organization, or if so brought or found located thereon, shall be immediately removed, with proper disposal, and all required environmental cleanup procedures shall be diligently undertaken pursuant to all such laws, ordinances and regulations. Nonprofit Organization shall notify the City of any enforcement, clean-up, remediation or other actions regarding the Property and any claims made or threatened by third parties against Nonprofit Organization relating to losses or injuries resulting from the Hazardous Materials. Nonprofit Organization shall provide to the City, in form and substance satisfactory to the City, copies of all documentation and data relating to or dealing with any Hazardous Materials used, stored or released in or on the Property and the easements or rights of access to the Property for the purposes of conducting environmental investigations and audits deemed necessary or desirable by the City.

Nonprofit Organization agrees that Nonprofit Organization shall reimburse the City for and hold the City harmless from all fines or penalties made or levied against the City by any Governmental Authorities or other agency or

authority as a result of or in connection with (i) the use of the Property, (ii) the use of facilities thereon (iii) the use, generation, storage, transportation, discharge, release or handling of any Hazardous Materials, or any other material, the use, generation, storage, transportation, discharge, release or handling of which is regulated by any federal, state or local statute, law, rule, regulation, ordinance or order at any time, or (iv) any release of any nature onto the ground or into the water or air from or upon the Property at any time. Nonprofit Organization also agrees that Nonprofit Organization shall reimburse the City for and indemnify and hold the City harmless from any and all costs and expenses (including reasonable attorneys' fees) and for all civil judgments or penalties incurred, entered, assessed, or levied against the City as a result of Nonprofit Organization's use of the Property. Such reimbursement or indemnification shall include, but not be limited to, any and all judgments or penalties to recover the cost of cleanup of any such release by Nonprofit Organization from or upon the Property and all expenses incurred by the City as a result of such civil actions, including, but not limited to, reasonable attorneys' fees and expenses. In addition, Nonprofit Organization hereby agrees to indemnify, defend and hold the City and its successors and assigns harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs or other expenses (including attorneys' fees and court costs) arising from or in any way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or property damage due to a release or alleged release of Hazardous Materials in the surface or ground water arising from Nonprofit Organization's business operations, or gaseous emissions arising from Nonprofit Organization's business operations or any other condition existing or arising from Nonprofit Organization's business operations resulting from the use or existence of Hazardous Materials, whether such claim proves to be true or false. Nonprofit Organization further agrees that its indemnity obligations include, but are not limited to, liability for damages resulting from the personal injury or death of an employee of Nonprofit Organization, regardless of whether Nonprofit Organization has paid the employee under the workers' compensation laws of any state or other similar federal or state legislation for the protection of employees. The term "property damage", as used in this paragraph includes, but is not limited to, damage to any real or personal property of Nonprofit Organization, the City and any third parties. Nonprofit Organization's obligations hereunder shall survive the repayment of the Loan and any foreclosure of the Mortgage or other collateral securing the Loan or any deed in lieu of foreclosure. As used herein, "**Hazardous Materials**" includes all materials defined as hazardous wastes or substances under any local, state or federal environmental laws, rules or regulations, and petroleum, petroleum products, oil and asbestos.

IX. SEVERABILITY OF PROVISIONS

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws.

X. FEDERAL COMPLIANCE

Notwithstanding any provision hereof, Nonprofit Organization acknowledges that the funding to be received under this Contract is federal funding and Nonprofit Organization agrees to abide by such rules and regulations promulgated by the United States Department of Housing and Urban Development as now and may hereafter be promulgated concerning the receipt or expenditure of such funds.

XI. INCORPORATION OF LAWS, RULES AND REGULATIONS

All Local, State and Federal laws, rules, and regulations, including, without limitation, those specifically referenced herein (collectively, the "**Applicable Regulations**"), applicable to Nonprofit Organization, the Fund or the Property are incorporated herein by reference and made a part hereof. Nonprofit Organization shall comply with all Applicable Regulations, and failure to so comply shall be an event of default under this Contract.

XII. CONTRACT SHALL RUN WITH THE LAND.

The terms, conditions and obligations of this Contract shall touch and concern and run with title to the Property, shall be perpetual except as set forth herein, and shall be binding on all parties having any right, title or interest in the Property, and their respective legal representatives, assignees, heirs, devisees, fiduciary representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

WITNESSES:

The City of Charleston

By: John J. Tecklenburg
Its: Mayor

Nonprofit Organization

By: _____

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE INSTRUMENT was acknowledged before me this ____ day of _____, 2016, by the CITY OF CHARLESTON, by John J. Tecklenburg, its Mayor.

Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2016, by Nonprofit Organization, by Bradley E. Parker., its Manager.

Notary Public for South Carolina
My Commission Expires: _____

ADDENDUM "A"
SCOPE OF SERVICES
NONPROFIT ORGANIZATION, INC

Nonprofit Organization shall utilize the Funds solely for construction expenses related to the development of 813 Dupont Road.

- A. Nonprofit Organization, shall utilize the Funds for construction expenses related to the development of nine (9) apartments for persons earning fifty (50%) and below the Area Median Income.**
- B. Nonprofit Organization, shall ensure the reconstruction of the Property as described herein by December 2017. Should the construction of the rental homes not occur, all moneys advanced for the purpose of the construction related to this development shall become due and payable to the City of Charleston.**
- C. Nonprofit Organization shall execute or cause to be executed at closing, a Note and a Mortgage in favor of the City of Charleston from Nonprofit Organization for the Funds which are being provided for the construction on the Property. The Note and Mortgage are identified as Addenda C and D.**
- D. Nonprofit Organization shall adhere to the Restrictive Covenants attached hereto and incorporated herein by reference as Exhibit B.**
- E. Nonprofit Organization shall, at its sole cost and expense, and prior to the Funds being made available, conduct an environmental assessment to ensure compliance with HUD regulations and requirements.**
- F. Nonprofit Organization shall ensure that proper inspections are secured to ensure the Project comes to fruition.**
- G. Nonprofit Organization shall ensure compliance with Davis Bacon Requirements to include on-site interviews with staff.**
- H. Nonprofit Organization shall leverage additional funding to ensure ongoing sustainability of the Project and the organization.**

ADDENDUM B

**Nonprofit Organization,
2015-2016 Budget Summary**

Funding Source	Amount	Commitment Status
City of Charleston HOME funds	\$ 82,326	Approved by City Council March 2015
Total	\$ 82,326	

ADDENDUM C

HOME PROGRAM PROMISSORY NOTE

WHEREAS, the undersigned has entered into that certain CONTRACT BETWEEN THE CITY OF CHARLESTON, South Carolina ("City") AND NONPROFIT ORGANIZATION FOR HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS of even date herewith (the "Contract"), the terms of which are incorporated herein by reference.

FOR VALUE RECEIVED, Nonprofit Organization, the undersigned, (hereinafter referred to as the "BORROWER") promises to pay to the order of the City of Charleston, City Hall, P.O. Box 304, Charleston, South Carolina 29402 (hereinafter referred to as the "City") on the day which is Thirty (30) years plus one day after the execution of this Note, if not sooner paid, the principal sum of Eighty-two Thousand three hundred and twenty-six No/100 (\$82,326.00) Dollars plus an indexed interest rate equivalent to the prime rate, as defined in the print edition of the Wall Street Journal as of the date of prepayment or default hereunder. Said rate shall be calculated on an annual basis (the "Interest Rate") and said Interest Rate may be waived or reduced by and under the sole discretion of the CITY. This Note evidences a loan by the CITY to the BORROWERS for the exclusive purpose of constructing residential property for rental purposes on that certain piece, parcel and tract of land located at 813 Dupont Road in the City of Charleston, and bearing Charleston County Tax Map Number 351-13-00-047 (the "**Property**") for the development, in accordance with the Contract by BORROWER subject to the terms and conditions of the Contract (the "**Project**").

This Note is secured by a Mortgage on the above-referenced **Property** of even date herewith in favor of the CITY.

So long as the Borrowers comply with the terms and conditions of the Contract, this Note, and any Mortgage securing same, no interest shall be charged on the unpaid principal balance, and at the expiration of Thirty (30) years from the date of this Note, any then-outstanding balance shall be forgiven in full, provided, however that any amounts hereafter advanced or expended by the LENDER to protect its security as provided herein or in the Mortgage securing this Note, and the interest thereon, shall not be forgiven or reduced and shall be due and payable from the time they are advanced or expended; and

provided further that in the event the BORROWER default in any terms or conditions of the Note or Mortgage securing same, then the unpaid and remaining balance shall immediately become due and payable along with interest computed at the Note rate from the date of the event constituting breach or default, with interest to continue at such rate until such time as the entire indebtedness evidenced by this Note is fully paid.

The deferred payment loan evidenced by this Note may only be assigned and/or assumed with written consent of the CITY.

If default be made in the performance of or compliance with any of the covenants and conditions of the Contract, the Mortgage or any other instrument securing this Note, then in any of said events, said principal sum with all accrued interest thereon shall become at once due and payable at the option of the holder thereof and be collectible without further notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Any forbearance by the CITY with respect to any of the terms and conditions of this Note in no way constitutes a waiver of any of the CITY'S rights or privileges granted hereunder. Any written notice or payment of one party to the other shall be addressed to the parties as follows:

The CITY-	City of Charleston City Hall P.O. Box 304 Charleston, SC 29402 Attn: Director, Dept. of Housing & Community Development
The BORROWER-	Nonprofit Organization 15801 Brixham Hill Avenue, Suite 120 Charlotte, NC Attn: President or Vice-President

The BORROWER shall notify the CITY of any change in the BORROWER'S address.

If this Note be placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate or bankruptcy courts, or under foreclosure proceedings under the Mortgage securing this Note, then all cost of collection, including reasonable attorney's fees of not less than ten (10%) percent of the full amount due hereon, shall be

added hereto and secured and collectible as the principal hereof.

The undersigned expressly agrees jointly and severally to remain and continue bound for payment of the principal and interest provided for by the terms of this Note notwithstanding any extensions of the time, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid by virtue of the obligation to pay provided for in this Note, or any change or changes by way of release or surrender of any collateral held as security for this Note, and waive all and ever kind of notice of such extensions, change or changes and agree that the same may be made without the joinder of the undersigned. Presentment, protests, and notice are hereby waived.

It is expressly agreed and declared that this Note is given for an actual loan of Eighty-two Thousand Three Hundred and Twenty-six Dollars (\$82,326).

This Note is secured by a Mortgage of even date encumbering the Property located in the City of Charleston, County of Charleston, State of South Carolina.

IN WITNESS THEREOF, the undersigned has executed this Note on this _____ day of _____, 2016.

**SIGN, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Nonprofit Organization

Witness

President

Witness

Vice-President

and remain a part of the Property encumbered by this Mortgage; and all of the foregoing are herein referred to as the "Property".

The Mortgagor covenants that the Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that the Mortgagor shall warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

The Mortgagor and Lender covenant and agree as follows:

1. Payment of Principal and Interest. The Mortgagor and Lender acknowledge and agree that this Mortgage is security for the obligation of the Mortgagors, Nonprofit Organization to pay when due the principal and interest on the indebtedness evidenced by the Note, and the principal and interest on any other sums secured by this Mortgage.

2. Upkeep of Property. The Mortgagor shall keep the dwelling when constructed at the Property in good condition and repair, fully habitable and shall not remove or demolish any dwelling unit thereon. The Mortgagor shall complete or restore promptly and in good and workmanlike manner any dwelling unit which may be constructed, damaged or destroyed on the Property and to pay when due all claims for labor performed and materials furnished to the Property. The Mortgagor shall comply with all laws affecting Property or requiring any alterations or improvements to be made thereon. The Mortgagor shall not commit or permit waste thereof or permit any act thereon in violation of law.

3. Insurance, etc. The Mortgagor shall provide, maintain and deliver to the Lender evidence of fire and extended coverage insurance satisfactory to and with loss payable to the Lender in the order and amount of the balance outstanding on the Note and other amounts hereby secured and in default thereof in addition to its other remedies provided herein, the Lender may procure such insurance and reimburse itself under this Mortgage for the expense thereof, with interest thereon at the Note rate from the date of its payments. And it is further agreed, in the event of other insurance and contribution between the insurers, that subject to the terms of any prior mortgage encumbering the PROPERTY, the

Lender shall be entitled to receive from the

aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this Mortgage. Subject to the terms of any prior mortgage encumbering the Property, the Mortgagor shall assign to the Lender any award of damages, or portion thereof, in connection with any condemnation for public use of or injury to the Property in the same manner and with the same effect as provided for payment of proceeds of fire or other insurance.

4. Taxes, etc. The Mortgagor shall pay all taxes, assessments, utilities and other expenses of the Property when due and without delinquency and shall not permit any liens to be imposed on the Property by reason of any delinquency and in default thereof the Lender may in addition to its other remedies provided herein, cause same to be paid together with all penalties and costs incurred thereon, and reimburse itself under this Mortgage for sums so paid, with interest thereon at the note rate from the dates of such payments.

5. Change in Form of Ownership. The Mortgagor shall not convert the dwelling units on the Property to condominium ownership or any form of cooperative ownership wherein sales prices are not affordable to low-or very low-income households (as these terms "affordable" and "low-or very low-income households" may be defined by the Lender or HUD).

6. INTENTIONALLY OMITTED

7. Occupancy Control; Compliance with Contract. The Mortgagor hereby covenants and agrees that it shall demolish and construct housing at the Property for the purpose of constructing nine (9) rental dwelling for persons earning fifty (50%) and below the Area Median Income. The Mortgagor further agrees that this provision, as well as all other covenants of Lender contained in this Mortgage shall be a covenant running with the land and shall be binding upon the title to the Property for the duration of this Mortgage.

8. Affirmative Marketing Policy. Attached as Exhibit C.

9. Superior liens; Subordination. Mortgagor covenants and agrees that this Mortgage shall be a lien on the Property. Any subordination of this Mortgage to any additional mortgage or encumbrance of the Mortgagor shall be only upon the written consent of the Lender, which consent may be granted or withheld by Lender in its sole and absolute discretion.

10. Layering. The parties acknowledge that there is a prohibition under the HOME Program Regulations of the use of HOME funds with other federal funds in a manner that would result in excessive subsidy to the Property and the Lender has the right to review all funding for the Property to ensure that impermissible layering is not in effect. If the Lender determines that excessive, impermissible, layering is in effect, the Mortgagor agrees to the repayment of such of the HOME Program funds to bring the ratio in conformity with the HOME Program Regulations to eliminate excessive impermissible layering.

11. Mortgagor Not Released. Extension of the time for payment of modification or amortization of the sums secured by this Mortgage granted by the Lender to Mortgagor or any successor in interest of the Mortgagor shall not operate to release, in any manner, the obligations of the original Mortgagor and Mortgagor's successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

12. Forbearance by Lender Not a Waiver. Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Lender shall not be a waiver of the Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

13. Lender as Attorney in Fact. Subject to the terms of any prior mortgage encumbering the Property, the Mortgagor hereby appoints the Lender a true and lawful attorney in fact to manage said Property, giving and granting unto the Lender and unto its agents or attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, provided, however, that this power of attorney shall not be construed as an obligation upon the said Lender to make or cause to be made, any repairs to the Property that may be necessary. This power of attorney shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney.

14. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any

other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. Assignment; assumption. The Note secured by this Mortgage may not be assumed without the express written consent of the Lender. If all or any part of the Property is sold or transferred by the Mortgagor without the Lender's prior written consent, the Lender may, at the Lender's option, declare, all the sums secured by the Mortgage to be immediately due and payable. The Lender may waive this provision by documenting in writing agreed to between the Lender, Mortgagor and transferee.

16. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights thereunder shall inure to the respective successors and assigns of the Lender and the Mortgagor, if any.

17. Joint and Several Liability. All covenants and agreements of the Mortgagor shall be joint and several.

18. Captions. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not be used to interpret or define the provisions hereof.

19. Notice. Any notice of one party to the other shall be in writing to the parties as follows:

As to Lender:

City of Charleston
Attn: Community Development Director
City Hall
P.O. Box 304
Charleston, SC 29402

As to Mortgagor:

Nonprofit Organization
Attn: President or Vice-President
15801 Brixham Hill Avenue, STE., 120
Charlotte, NC 28227

The Mortgagor shall notify the Lender of any change in the Mortgagor's address.

20. Governing Law and Severability. This Mortgage shall be governed by the laws of the State of South Carolina. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can

be given effect without the conflicting provision and to this end, the provision of the Mortgage and the Note are declared to be severable.

21. Mortgagor's Copy. The Mortgagor shall be furnished a conformed copy of the Note and this Mortgage. The term of this Mortgage shall be until either (a) the balance due on the Note is paid in full or (b) Thirty (30) years plus one day after the date of the Note and Mortgage, whichever occurs first; provided that the indebtedness secured hereby shall be forgiven as set forth in the Note; further provided, however, that any amounts hereafter advanced or expended by the Lender to protect its security as provided hereon, shall not be forgiven or reduced and shall be due and payable from the time they are advanced or expended; and provided further that in the event the Mortgagor defaults in any of the terms, conditions or covenants of this Mortgage or in the event the Mortgagor defaults in any of the terms, conditions or covenants of the Note secured by this Mortgage, the principal shall immediately become due and payable without further demand along with interest computed by the Note rate from the date of the event constituting breach or default with interest to continue at such rate until such time as the entire indebtedness secured by this Mortgage is fully paid and the Lender may foreclose this Mortgage by judicial proceeding and shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to reasonable attorney's fees and cost of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

23. Rights to Appoint Receiver. Should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, but subject to the terms of any prior mortgage encumbering the Property, the said Lender, Lender's heirs, successors, or assigns, shall have the right to have a Receiver appointed with power to forthwith lease out the Property if he should so elect, and who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of any rents and profits collected in accordance hereto toward the payment of the debts secured hereby.

24. Attorney's Fees. Should legal proceedings be instituted for the foreclosure of this Mortgage, or for any purpose involving this Mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the

Lender, Lender's heirs, successors, or assigns, including reasonable attorney's fees (of not less than eight (8%) percent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

25. Termination of Mortgage. When the Mortgagor, Mortgagor's heirs, successors, executors or administrators shall pay, or cause to be paid unto the said Lender, Lender's certain attorneys, heirs, successors or assigns the said debt, with the interest thereof, if any shall be due, and also all sums of money paid by the said Lender, Lender's heirs, successors or assigns, according to the conditions and agreements of the said Note, and of this Mortgage and shall perform all the obligations according to the true intent and meaning of the Note and Mortgage, and the conditions thereunder written, then this Mortgage shall cease, determine and be void. Otherwise it shall remain in full force and effect in accordance with the terms of the Note and Mortgage.

26. Riders. The terms and conditions of any rider executed by Mortgagor and recorded together with this Mortgage shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider is a part of this Mortgage. A Hypothecation Contract Rider is attached to this Mortgage.

26. Mortgagor's Right to Possession. The Mortgagor is to hold and enjoy the Property until default of payment shall be made. Upon completion of all terms and conditions of this Note by the Mortgagor and upon payment of any and all balance due, the Mortgagor shall be entitled to a release and satisfaction of this Note by the Lender at the Mortgagor's own cost.

IN WITNESS THEREOF, the Mortgagor has executed this Mortgage this _____ day of _____,

2015

**SIGN, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Nonprofit Organization

By: _____

Name: _____

Its: Chairman of the Board

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, _____, the undersigned Notary Public, do hereby certify that Nonprofit Organization by _____, its Chairman of the Board, personally appeared before me this day and acknowledged the due execution of the forgoing instrument.

Witness my hand and official seal this _____ day of _____, 2015.

Notary Public
State of South Carolina
My Commission Expires: _____

EXHIBIT A

(Legal Description of the Property)

Restrictive Covenants (the "**Restrictive Covenants**").

NOW, THEREFORE, IN CONSIDERATION OF the benefits to Nonprofit Organization set forth in the Contract and other good and valuable consideration, the receipt and adequacy of which

1. For the entire Affordability Period (hereinafter defined) the Property shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the restrictions, covenants, liens and conditions set forth in these Restrictive Covenants, which restrictions, covenants, liens and conditions shall touch and concern and run with title to the Property and shall be binding on all parties having any right, title or interest in the Property, and their respective legal representatives, assignees, heirs, devisees, fiduciary representatives, successors, and assigns. Anything contained herein, or in the Notes or Mortgage to the contrary notwithstanding, these Restrictive Covenants shall continue in full force and effect for a period of 30 years from the date hereof (the "**Affordability Period**"), without regard to payment of the Loans or discharge of the debts evidenced thereby.

2. Nonprofit Organization shall not convert the dwelling units on the Property to condominium ownership or any form of cooperative ownership wherein rents are not affordable to low-or very low-income households (as these terms "affordable" and "low-or very low-income households" may be defined by the City and/ or HUD or inconsistent with the Contract between the City of Charleston and Nonprofit Organization).

3. Nonprofit Organization shall only lease the dwelling units to low-and very low-income households and further agrees not to charge any rent that is in excess of the rent allowed as "HOME Rent" under the provisions of the applicable HOME Program Regulation. PASTORS and Nonprofit Organization shall not include in any lease any of the "prohibited lease provisions" as provided by the City and/ or HUD.

4. Nonprofit Organization shall not discriminate against or deny occupancy of any tenant or prospective tenant by reason of their receipt of, or eligibility for, housing assistance, under any Federal, State, or local housing assistance program; and not discriminate against or deny occupancy to any tenant or prospective tenant by reason that the tenant has a minor child or children who shall be residing with them, unless the Property be one reserved for elderly tenants or special needs tenants as approved by the City or HUD. Additionally, Nonprofit Organization shall be responsible for renting the units in the Property without regard to race, color, religion, sex, national origin, age or handicap of the tenant.

5. Nonprofit Organization hereby covenants and agrees that for the entire Affordability Period, one hundred (100%) percent of the rental units in the Property shall be rented to low-and very low-income households which are families and individuals whose incomes do not exceed 60% of the Area Median Income as established by HUD.

6. Nonprofit Organization covenants and agrees that for the entire Affordability Period, only "affordable rents" as determined by HUD shall be charged for the rental of the units in the Property. PASTORS must annually verify the tenant's income and also sign a recertification that the incomes have been verified.

7. Nonprofit Organization shall comply with the City's Affirmative Marketing Policy for the duration of the Affordability Period.

8. The invalidity or unenforceability of any provision of these Restrictive Covenants shall not affect the other provisions hereof, and these Restrictive Covenants shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

9. The City is the intended beneficiary of these Restrictive Covenants and shall have the full right of enforcement of the terms hereof.

*****Remainder of Page Intentionally Left Blank*****
[Signature on Following Page]

HOME Program Affirmative Marketing Policy

Statement of Policy

In accordance with the regulations outlined in the HOME Program's Affirmative Marketing (92.351) and Equal Opportunity and Fair Housing (92.350) sections of the HUD Federal Register, and in furtherance of the City of Charleston's commitment to non-discrimination and equal opportunity in housing, the City of Charleston establishes procedures to affirmatively market units constructed or rehabilitated under the HOME Program. These procedures are intended to further the objectives of Title V111 of the Civil Rights Act of 1968, Executive Order 11063 and the City of Charleston's local Fair Housing Ordinance.

The City shall also ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or handicap be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds.

It is the affirmative marketing goal of the City of Charleston to assure that individuals who normally might not apply to purchase newly constructed or rent vacant rehabilitated units because of their race or ethnicity:

- know about vacancies,
- feel welcome to apply, and/or
- have the opportunity to purchase or rent the units.

The City of Charleston is committed to the goals of affirmative marketing which shall be implemented in the HOME Program through a specific set of steps that the City and program participants shall follow. These goals shall be reached through the following procedures:

1. Information. All brochures and other printed materials produced by or for the City in order to publicize the HOME Program shall contain information on the applicability of federal Fair Housing laws and of this policy on all HOME projects. All public announcements shall mention the applicability of fair housing standards to the program. Groups with a known or anticipated interest in fair housing or the HOME program shall be provided with information copies of all printed materials and releases.
2. Requirements. Property owners and their managing agents, if applicable, who apply for funds under the HOME Program through the City shall be required to adhere to the information standards of the preceding paragraph as they apply to the marketing program or tenant-seeking efforts of the owner or manager of the rental project in question. The City shall arrange with the Housing Authority of the City of Charleston to offer appropriate assistance to affected owners and managers in their marketing programs, as well as offer its own assistance. This shall be done in order to inform and solicit rental applications from perspective tenants in the housing market area who are not likely to apply for the housing without special outreach efforts. The City of Charleston shall require that the property owners selected for participation in the program comply with affirmative marketing requirements by means of an agreement which shall be applicable for the life of the subsidy. Failure to carry out the Contract could make an owner ineligible to participate in the program with future projects as well as cause the HOME Subsidy Note to become immediately due and payable. Owners or rental properties newly constructed or rehabilitated under this program shall be responsible for renting assisted units without regard to race, color, religion, sex, national origin, age, or handicap of the tenant. Additionally, property owners shall agree to carry out an affirmative marketing program to attract tenants of all groups. Such a program shall typically involve publicizing to minority persons the

availability of housing opportunities through the type of media customarily utilized and by using the "Equal Housing Opportunity" logo.

3. Records. Chronological records by project shall be kept by the City regarding efforts by the owners, managers, Housing Authority, and the City to market vacant units according to affirmative marketing standards. The owner, or manager as applicable, shall be required to keep records of the following tenant characteristics of households filling vacant units subject to this marketing system.
 - 1.) Name the tenant
 - 2.) Annual income of tenant
 - 3.) Race and ethnicity of tenant
 - 4.) Household family size
 - 5.) Rent charged
 - 6.) Elderly, blind or handicap
 - 7.) Gender of head of household

Such records shall also include:

- Copies of advertisements placed in the local newspapers.
- Owner's involvement with the local public housing authority.

4. Assessment of Effort. The advertising and marketing programs owners and managers of affected dwelling units shall be monitored to ensure: 1) compliance with the information standard, 2) cooperation with the Housing Authority in outreach programs, and 3) accuracy of record-keeping regarding new occupancies of vacant units. In situations where the owners or managers fail to keep a reasonable standard of compliance with the system, those responsible shall be informed of the deficiencies and offered the opportunity to correct problems. City staff shall discuss way to improve owners' efforts prior to taking corrective actions. If owners continue to fail to meet the affirmative marketing requirements, the City of Charleston, after fair warning and an opportunity to correct identified deficiencies, may disqualify an owner from further participation in future HOME programs administered by the City.

Prohibited Provisions in Tenant Leases

The lease between the owner and tenant in a HOME-assisted property cannot contain any of the following provisions:

- **Agreement to be sued.** Agreement by the tenant to be sued, admit guilt, or consent to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
- **Agreement regarding treatment of property.** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to tenant and a court decision on the rights of the parties. This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out. The owner may dispose of personal property in accordance with state law.
- **Agreement excusing the owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for actions or failure to act, whether intentional or negligent.
- **Waiver of notice.** Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.
- **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties.
- **Waiver of a jury trial.** Agreement by the tenant to waive any right to a jury trial.
- **Waiver of right to appeal a court decision.** Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge in court a decision in connection with the lease.
- **Agreement to pay legal costs, regardless of outcome.** Agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins the court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

HOME RENTAL PROGRAM
CERTIFICATIONS AND REQUIREMENTS

Annual Verification and Re-certification of Tenant Income

I/We understand that it is the borrower's responsibility to annually verify the incomes of the occupants of each "HOME-assisted" unit and to also certify in writing that the "HOME-assisted" units' tenants' incomes are in compliance with the HUD regulations. The verified initial incomes of tenants must not exceed sixty percent (60%) of the area median income (please see attached income limits chart). In the event that a tenant's income increases and exceeds eighty percent (80%) of the area median income, the tenant shall be allowed to remain in the unit provided the "over-income tenant" pays no less than thirty percent (30%) of their adjusted monthly income for rent and utilities. Additionally, the first subsequent "HOME-assisted" unit which becomes vacant must be leased to another eligible tenant at a low or high HOME rent (whichever is appropriate) to replace the over-income unit.

Initials

Annual Rent Reviews

I/We understand that I/we shall be required to annually re-examine rents charged to the "HOME-assisted" units to ensure that the rents charged do not exceed the maximum HUD rent control limits. I/We also understand that HUD may change the rents at any time, and HUD may also adjust the rents up or down on an annual basis. The adjusted rent limits shall be made available by the City.

Initials

Lease Prohibitions

I/We certify that we have received a copy of the prohibited lease provisions and agree not to include any of the prohibited lease provisions in the lease agreement with tenants occupying the "HOME-assisted" units.

Initials

Annual Housing Quality Standards Inspections

I/We understand that the City shall be required to make annual inspections to ensure that the "HOME-assisted" units are being properly maintained and meet, at minimum, the City's Housing Quality Standards (HQS). If it is determined by the City that the units do not meet the City's HQS, I/we shall immediately upon notification make the necessary repairs in order to be in compliance with the City's HQS

Initials

Affirmative Marketing Policy

I/We hereby verify that I/we have received, read, and understand the City of Charleston's Affirmative Marketing Policy, and we further agree to abide by the requirements as set forth in the policy.

Initials

Layering and Future Federal Subsidy Waiver

I/We acknowledge that the City is required to ensure that excessive federal funds have not been awarded to the project. As a result, the City has the right to, at any time before or after the loan closing, review the funding sources and uses to ensure that layering is not in effect. I/we understand that by accepting the HOME Program subsidy, I/we are waiving the right to apply for future federal assistance for the rehabilitation of the property during the term of the HOME Rental Program loan.

Initials

Agreement

I/We agree to all the before-mentioned certifications and requirements and understand that these requirements shall remain in effect the full term of the loan as indicated on the note and mortgage. I/We further agree to adhere to any subsequent policies and or regulations as established by the City or HUD in order to remain in compliance with the rules and regulations which govern the HOME Rental Program.

BORROWER

DATE

CO-BORROWER

DATE

CDBG CONTRACT TEMPLATE
CONTRACT BETWEEN THE CITY OF CHARLESTON
AND
NON PROFIT CORPORATION
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT

THIS CONTRACT, entered this ____day of _____2015, by and between the City of Charleston, South Carolina, and Nonprofit Organization (Also referred to as the Subrecipient).

WHEREAS, the City of Charleston has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the City of Charleston wishes to engage Nonprofit Organization in utilizing Twenty-five thousand four hundred and ninety four (\$25,494) dollars in 41st Year Community Development Block Grant (CDBG) funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

Funds shall be utilized for administrative expenses while implementing a Construction Training Program that shall teach twenty-one (21) low and moderate income residents of the City of Charleston construction skills training in partnership with the American School of the Building Arts and Historic Charleston Foundation. The Subrecipient shall utilize funds for the purpose outlined in the narrative attached thereof as Addendum A.

B. Performance/Objective Monitoring

1. The City of Charleston shall monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City of Charleston shall constitute non-compliance with this Contract. If action to correct such substandard performance is not taken within a reasonable period of time after being notified by the City of Charleston, Contract suspension or termination procedures shall be initiated.

2. The Subrecipient acknowledges that compliance with the productivity goals as established herein shall not automatically entitle the Subrecipient to future funding by the City of Charleston.
3. The Subrecipient further acknowledges that the general objective category for this project is sustainability for the purpose of creating suitable living environments.

C. Subsequent Changes

The following types of changes in the project scope require written approval from the City of Charleston:

1. Substantial changes in the project and its objective; and
2. Substantial changes in the time period for the project; and
3. Changes to the project budget.

D. Budget

The program budget shall be included in this Contract as Addendum B.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the date written above and shall end twelve (12) months thereafter. The terms of the Contract and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets including program income. The City of Charleston shall review the performance of the Subrecipient to determine whether the Subrecipient is carrying out its CDBG assisted activity in a timely manner prior to any additional awards being granted. Sixty (60) days prior to program year-end, the City of Charleston shall conduct an assessment to determine the amount of funds remaining in the Subrecipient's control. In the event the Subrecipient's performance demonstrates a lack of timeliness as required in accordance herewith and should the Subrecipient fail to demonstrate to the City of Charleston that the lack of timeliness has resulted from factors beyond the Subrecipient's reasonable control, the City of Charleston shall provide the Subrecipient the opportunity to prepare and implement a workout plan, as approved by the City of Charleston, within thirty (30) days of the City of Charleston's finding of such lack of timeliness by the Subrecipient. Should the Subrecipient fail to fulfill its obligations as herein set forth, the City of Charleston reserves the right to cease the Subrecipient's access to funds or terminate the Contract in its entirety at no cost to the City of Charleston.

PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid by the City of Charleston under this Contract shall not exceed twenty-five thousand four hundred and ninety-four (\$25,494) dollars.
- B. Payments shall be made on a reimbursement basis upon receipt of invoices and supporting documentation and approval by the City.

III. NOTICES

Communication and details concerning this Contract shall be directed to the following Contract representatives:

City of Charleston

Geona Shaw Johnson, Director
Housing and Community Development Department
75 Calhoun Street, Suite 3200
Charleston, South Carolina 29401
(843) 724-3766 fax: 965-4180
e-mail: johnsong@ci.charleston.sc.us

City of Charleston Legal Department

Post Office Box 304
Charleston, South Carolina 29402
(843) 724.3730: (843); 724.3706

Office of the Mayor

Mayor Joseph P. Riley, Jr.
Post Office Box 625
Charleston, South Carolina 29401
(843) 577.6970: (843) 720.3827

Subrecipient

Nonprofit Organization
Executive Director
1072-F King Street
Charleston, SC 29403
(843) 789.4690 fax: (843) 789.4690
Email: gcecorp@outlook.com

The Subrecipient shall comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to those regulations. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

IV. GENERAL CONDITIONS

A. General Compliance

The Subrecipient shall comply with all applicable federal, state and local laws and regulations governing the funds provided under this Contract.

B. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City of Charleston shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the City of Charleston from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance of the services or subject matter called for in this Contract.

D. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage for all employees involved in the performance of this Contract.

E. Insurance and Bonding

The Subrecipient shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

G. Amendments

Grantee or Subrecipient may amend this Contract at any time provided that such amendments make specific reference to this Contract, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Charleston City Council. Such amendments shall not invalidate this Contract, nor relieve or release the City of Charleston or the Subrecipient from its obligations under this Contract. The City of Charleston, may, at its discretion, amend this Contract to conform with Federal, State and/or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Contract, such modifications shall be incorporated only by written agreement signed by both the City of Charleston and the Subrecipient.

H. Suspension or Termination

Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1.A above may only be undertaken with the prior approval of the City of Charleston.

The City of Charleston may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City of Charleston may declare the Subrecipient ineligible for any further participation in City of Charleston contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules and regulations, the City of Charleston may withhold said Contract funds until such time as the Subrecipient is found to be in compliance by the City of Charleston or is otherwise adjudicated to be in compliance.

V. ADMINISTRATION REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient shall comply with Attachments A through O of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in accordance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations", or A-21 "Cost Principles for educational Institutions", whichever is applicable; and if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart of 24 CFR 570.
- h. Time sheets of employees whose salaries are paid with CDBG funds.

2. Retention of Records

The Subrecipient shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities under this Contract, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after the final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility and description of services provided. Such information shall be made available to the City of Charleston and HUD staff or their designees for review upon request.

4. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties maintained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).

5. National Objectives

The Subrecipient shall maintain documentation that demonstrates that the activities carried out with funds under this Contract meet one or more of the CDBG program's national objectives - 1) benefit low and moderate income persons, 2) aid in the prevention of slum and blight, or 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

6. Close-Outs

Subrecipient's obligations to the City of Charleston shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City of Charleston), and determining the custodianship of records.

Upon its expiration or dissolution, the Subrecipient shall transfer to the public body any funds on hand which have been provided under this Contract and any accounts receivable attributable to the use of such funds. Any real property or equipment under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds must be returned to the City and disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property, less any portion thereof attributable to the expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

7. Audits and Inspections

- a. All Subrecipient records, with respect to any matters covered by this Contract, shall be made available to the City of Charleston, the Federal Government, or their designees, at any time during normal business hours, as often as the City of Charleston or the Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- b. Any deficiencies noted in audit reports must be addressed by the Subrecipient within 30 days after receipt by the Subrecipient and cleared by the Subrecipient within 30 days. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Contract and may result in the withholding of payments to the Subrecipient.

8. Fraud Policy

In order to protect the funds granted to the City of Charleston and utilized by the Subrecipient in performance of services covered by this Contract, the Subrecipient is required to have a fraud policy in effect during the term of this Contract. The fraud policy shall establish procedures for the detection and prevention of fraud, misappropriation, negligent conduct that results in loss, and other inappropriate conduct involving the funds and services covered by this Contract. A copy of the policy should be provided to the City upon request.

9. Transparency Act Requirements

Subrecipient shall ensure that the City of Charleston is provided information to report data required by the Federal Funding Accountability and Transparency Act (FFATA) and subsequent OMB guidance. Effective October 1, 2010, FFATA requires federal awards granted to an organization in an amount of \$25,000 or more to report specific

information related to the organization receiving the funds. The information includes the following:

1. Subrecipient Entity Information (FAIN)
2. Principal Place of Performance
3. Executive Compensation Data if applicable
4. DUNS Number and/or Parent DUNS number
5. CFDA
6. Project Description
7. Total Funding Amount
8. Contract Execution Date
9. Reporting Month

10. Progress Report

The Subrecipient shall submit regular Progress Reports to the City of Charleston on a quarterly basis in the form and content required by the City of Charleston. Funds may be withheld until such documentation is submitted.

c. Financial Reporting and Payment Procedures

1. Budgets

The Subrecipient shall submit a detailed Contract budget in a form and content prescribed by the City's Finance Department for approval by the City. The City of Charleston and the Subrecipient may agree to revise the budget from time to time in accordance with existing City policies.

2. Program Income

The Subrecipient shall report quarterly on all program income defined at 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use the program income during the Contract period for activities permitted under this Contract. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City of Charleston.

3. Indirect Costs

If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan in accordance with OMB Circulars A-21, A-87 or A-122, as applicable, for determining the appropriate City of Charleston share of administrative costs and shall submit such plan to the City for approval.

4. Payment Procedures

The City of Charleston shall reimburse the Subrecipient funds available under this Contract based upon invoices and documentation submitted by the Subrecipient and consistent with any approved budget, cost allocation plan and City policy concerning payments. Payments shall be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. The City of Charleston reserves the right to liquidate funds available under this Contract for costs incurred by the City of Charleston on behalf of the Subrecipient.

5. Audit of Records

The Subrecipient shall on an annual basis have a fiscal and programmatic audit performed by qualified auditors to verify program efficiency and effectiveness. Audits shall be conducted in accordance with OMB Circular A-133. The Subrecipient further agrees to make available all records and reports relative to the fiscal and programmatic aspects of its program upon request by the City of Charleston.

D. Procurement

1. Compliance

The Subrecipient shall comply with OMB Circular A-110 and any current city policy regarding the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City of Charleston upon termination of this Contract.

2. OMB Standards

The Subrecipient shall procure materials in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards, covering utilization and disposal of property.

3. Relocation, Acquisition and Displacement

The Subrecipient shall comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient shall comply with applicable City of Charleston ordinances, resolutions and policies concerning displacement of individuals from their residents.

VI. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient shall comply with Title I of the Civil Rights Act of 1964, as amended, Title VIII, Fair Housing Law, Title VII of the Civil Rights Act of 1968, as amended, Title VIII, Fair Housing Law, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. The Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part 1. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease, rental or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenant. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and shall not itself so discriminate.

4. Section 504

The Subrecipient shall comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

B. Affirmative Action

1. Approved Plan

The Subrecipient shall be committed to carry out, pursuant to the City of Charleston's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The City shall provide Equal Employment Opportunity guidelines to the Subrecipient to assist in the formulation of such a program.

2. Women/Minority Owned Businesses

The Subrecipient shall use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority and female owned enterprise " means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representations by Subrecipient regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its subrecipients to furnish all information and reports required hereunder and shall permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity

- a. The Subrecipient certifies that no Federal appropriated funds have been paid or shall be paid, by or on behalf, of any person for influencing or attempting to influence an office or employee of any agency, 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.
- b. The Subrecipient certifies that if any funds other than Federal appropriated funds have been paid or shall 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 the Federal contract, grant, loan or cooperative agreement, it shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Subrecipient certifies that the language of paragraphs (a) and (b) above shall be included in documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans and cooperative agreements) and that all lobbying as described in paragraphs (a) and (b) above shall be disclosed accordingly.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Labor Standards

The Subrecipient shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those laws and regulations apply to the performance of this Contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Charleston and HUD officials upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements pertaining to such contracts of the Department of Labor, under 29 CFR, Parts 1, 3, 5 and 7 governing the payment of wages and ration of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$2,000.

4. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Contract, shall be a condition of the federal funding assistance provided under this Contract and binding upon the Subrecipient and any contractors or subcontractors for work in connection with this Contract. Further, the Subrecipient agrees to incorporate the following language in all contracts and subcontracts executed for work under this Contract:

"The work to be performed under this Contract is a project assisted under the Community Development Block Grant program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project."

The Subrecipient agrees that no contractual or other disability exists which would prevent compliance with these requirements.

5. Debarred, Suspended or Ineligible Contractors

Financial assistance provided under this Contract shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services, of or fund any contractor or subcontractor or sub-subrecipient during any period of debarment, suspension or placement or eligibility status under the provisions of 24 CFR Part 24.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Conflict of Interest

The Subrecipient shall abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract. The Subrecipient further covenants that in the performance of this Contract no person having a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions also apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the City or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Program.

3. Religious Organizations

The Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200 (j).

4. Subcontracts

a. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Contract shall be awarded on a fair

and open competition basis. Executed copies of all subcontracts shall be made available upon request by the City along with documentation concerning the selection process.

b. Content

The Subrecipient shall cause all of the provisions of this Contract to be included in and made a part of any subcontract executed in performance of this Contract.

c. Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to insure Contract compliance. Results of monitoring efforts shall be summarized in written reports and supported by documentation of follow-up actions taken to correct areas of non-compliance. Copies of these reports shall be submitted to the City.

VII. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient shall comply with the requirements of the following regulations insofar as they apply to the performance of this Contract:

- Clean Air Act, 42 U.S.C., 1857, et seq
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended. 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended
- National Environmental Policy Act of 1969
- HUD Environmental Review Procedures (24 CFR, Part 58)

B. Flood Disaster Protection

The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 2234) in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Contract, as it may apply to the provisions of this Contract. In addition, all properties assisted with Federal funds under this Contract are required to have flood insurance on the property.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Subpart B thereof. Such regulations pertain to all HUD assisted housing and require that all owners, prospective owners and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

VIII. SEVERABILITY OF PROVISIONS

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws.

IX. FEDERAL COMPLIANCE

Notwithstanding any provision hereof, the Subrecipient acknowledges that the funding to be received under this Contract is federal funding and the Subrecipient agrees to abide by such rules and regulations promulgated by the United States Department of Housing and Urban Development as now and may hereafter be promulgated concerning the receipt or expenditure of such funds.

IN WITNESS WHEREOF, the City of Charleston and the Nonprofit Organization have entered into this Contract as of the date first written above.

CITY OF CHARLESTON

By: _____ Witness: _____
Mayor

By: _____ Witness: _____
Clerk of Council

NONPROFIT ORGANIZATION

By: _____ Witness: _____
Executive Director

By: _____ Witness: _____
Chairman

ADDENDUM "A"
SCOPE OF SERVICES
Nonprofit Organization

Nonprofit Organization shall accomplish the following goals during the Contract period, which begins on the date the Contract is executed and ends twelve (12) months thereafter.

- 1) Subrecipient shall provide construction training skills to twenty-one (21) participants during the year in carpentry, plastering and masonry.
- 2) Subrecipient shall provide the following to each participant:
 - a. Basic techniques in carpentry, plastering and masonry.
 - b. Provide program participants with printed materials, tool-kits and hands-on building training.
 - c. Acquaint participants with industry standards for work performance, safety and ethics.
 - d. Assessment of class room performance, work skill level and attendance on Pass/Fail basis.
- 3) Subrecipient and the partnering agencies collaborating in this training shall work with the participants after completion of the program to secure employment in the construction or building trades industry or in the operation of a small business. A minimum of thirty (30%) percent of the participants completing the classroom training should have the opportunity to secure employment or open a small construction business.
- 4) Subrecipient shall provide documentation of the students attending the training classes. Documentation shall include; a signed application and class room roster.
- 5) Subrecipient shall leverage additional funds to support program sustainability. Provide evidence of such pursuits during the program year.
- 6) Subrecipient shall submit timely quarterly and annual reports.

ADDENDUM B

**City of Charleston
Department of Housing and Community Development
Budget for Program Year Beginning June 1, 2015**

Name of Project/Program: Introduction to Building Arts Training

Organization: Nonprofit Organization

Funding Source	Amount
CDBG	\$25,494.00
Total	\$25,494.00

HOPWA CONTRACT TEMPLATE
CONTRACT BETWEEN THE CITY OF CHARLESTON
AND
NAME OF ORGANIZATION
FOR
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
GRANT

THIS CONTRACT, entered this _____ day of February, 2016, by and between the City of Charleston, South Carolina (the "City") and the Subrecipient (also referred to as the Subrecipient).

WHEREAS, the City of Charleston has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the City of Charleston wishes to engage the Subrecipient in utilizing two hundred thousand dollars (\$200,000) in 14th year Housing Opportunities for persons with Aids (HOPWA) grant funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

Funds shall be utilized for administrative costs related to the provision of housing and related services for one hundred and fifty-five (155) persons with HIV or AIDS. The Subrecipient shall utilize funds for the purpose outlined in the narrative attached hereto and incorporated herein as Addendum A.

B. Performance/Objective Monitoring

The City of Charleston shall monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City of Charleston shall constitute non-compliance with this Contract. If action to correct such substandard performance is not taken within thirty days after being notified by the City of Charleston, contract suspension or termination procedures shall be initiated.

The Subrecipient further acknowledges that the general objective category for this project is a suitable living environment for the purpose of sustainability.

C. Subsequent Changes

Any changes to the Scope of Services set forth as Addendum A shall be done pursuant to Paragraph VG.

D. Budget

The program budget is set forth in Addendum B, which is attached hereto and incorporated by reference herein.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the date written above and shall end twelve (12) months thereafter. The terms of the Contract and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of HOPWA funds or other assets including program income. The City of Charleston shall review the performance of the Subrecipient to determine whether the Subrecipient is carrying out its HOPWA assisted activity in a timely manner prior to any additional awards being granted. Sixty (60) days prior to program year-end, the City of Charleston shall conduct an assessment to determine the amount of funds remaining in the Subrecipient's control. In the event the Subrecipient's performance demonstrates a lack of timeliness as required in accordance herewith and should the Subrecipient fail to demonstrate to the City of Charleston that the lack of timeliness has resulted from factors beyond the Subrecipient's reasonable control, the City of Charleston shall provide the Subrecipient the opportunity to prepare and implement a workout plan, as approved by the City of Charleston, within thirty (30) days of the City of Charleston's finding of such lack of timeliness by the Subrecipient. Should the Subrecipient fail to fulfill its obligations as herein set forth, the City of Charleston reserves the right to cease the Subrecipient's access to funds or terminate the Contract in its entirety at no cost to the City of Charleston.

III. PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid by the City of Charleston under this contract shall not exceed two hundred thousand dollars (\$200,000.00).
- B. Payments shall be made on a reimbursement basis upon receipt of invoices, supporting documentation and approval by the City.

VI. NOTICES

All notices required under this Contract to either of the parties hereto shall be deemed properly given when deposited in United States mail either by registered or certified mail. Communication and details concerning this contract shall be directed to the following contract representatives:

City of Charleston
Geona Shaw Johnson, Director
Department of Housing and Community Development
75 Calhoun Street, Suite 3200
Charleston, South Carolina 29401
(843) 724-3766 fax: 965-4180

John J. Tecklenburg., Mayor
City of Charleston
Post Office Box 652
Charleston, SC 29402
(843) 577.6970 fax: (843) 720.3827

City of Charleston Legal Department
Post Office Box 304
Charleston, South Carolina 29401
(843) 724-3730 fax: (843) 724-3706

Subrecipient

Ms. Ashley Redmond, Executive Director
Subrecipient
125 Doughty Street, Suite 790
Charleston, South Carolina 29403-5785
Telephone: (843) 720.1205 fax: (843) 724.2820

V. SPECIAL CONDITIONS

A. Property Standards

1. Housing units that are assisted with HOPWA funds, at a minimum, shall meet the applicable Housing Quality Standards in 24 CFR.574.300(b), (4), (5) and (8).

B. Qualification as Affordable Housing and Income Targeting

1. Resident Rent payment

Rental assistance under this program must pay as rent, including utilities, an amount which is the higher of the following:

i Thirty (30%) percent of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of family and child care expenses are described in detail in 24 CFR 5.609). The calculation of the family's monthly adjusted income must include the expense deductions provided in 24 CFR 5.611 (a) and for eligible persons, the calculation of monthly adjusted income also must include the disallowance of earned income as provided in 24 CFR 5.617, if applicable.

ii Ten (10%) percent of the family's monthly gross income or if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated for housing.

If grant funds are used to provide rental assistance, the following additional standards apply:

- (1). Maximum subsidy. The amount of grant funds used to pay monthly assistance for an eligible person may not exceed the difference between:
 - a. The Lower of the rent standard or reasonable rent for the unit; and

- b. The resident's rent payment calculated under \$24 CFR.574.310(d).

II. Rent Standard

The rent standard shall be established by the City and shall be no more than the published section 8 fair market rent (FMR) or the HUD-approved community-wide exception rent for the unit size. However, on a unit by unit basis, the grantee may increase that amount by up to ten (10%) percent for up to twenty (20%) percent of the units assisted. Grantee is the City per the regulations.

III. Rent Reasonableness

The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units.

D. Affirmative Marketing

- 1. The Subrecipient shall comply with the Affirmative Marketing Policy of the City of Charleston's Department of Housing and Community Development. The City of Charleston shall annually assess the Subrecipient's compliance with this policy.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient shall comply with all applicable federal, state and local laws and regulations governing the funds provided under this Contract. The Subrecipient agrees to comply with the requirements of Title 24 CFR, Part 574 Regulations, of the Housing and Urban Development regulations concerning Housing Opportunities for Persons with AIDS (HOPWA) guidelines, and all federal regulations and policies issued pursuant to those regulations. The Subrecipient shall further agree to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City of Charleston shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the City of Charleston from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of

the Subrecipient's performance of the services or subject matter called for in this Contract.

D. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage for all employees involved in the performance of this Contract.

E. Insurance and Bonding

The Subrecipient shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110. The Subrecipient shall provide evidence to the City that the insurance requirements are met.

F. Grantor Recognition

The Subrecipient shall ensure recognition of the role of the grantor agency in providing services through this Contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

G. Amendments

The City or Subrecipient may amend this Contract at any time provided that such amendments shall make specific reference to this Contract, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Charleston City Council. Such amendments shall not invalidate this Contract, nor relieve or release the City of Charleston or the Subrecipient from its obligations under this Contract. The City of Charleston may, at its discretion, amend this Contract to conform with Federal, State and/or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Contract, such modifications shall be incorporated only by written agreement signed by both the City of Charleston and the Subrecipient.

H. Suspension or Termination

Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service provided in Paragraph 1.A above shall only be undertaken with the prior approval of the City of Charleston.

The City of Charleston may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City of Charleston may declare the Subrecipient ineligible for any further participation in City of Charleston contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules and regulations, the City of Charleston may withhold said contract funds until such time

as the Subrecipient is found to be in compliance by the City of Charleston or is otherwise adjudicated to be in compliance with this Contract.

VII. ADMINISTRATION REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient shall comply with Attachments A through O of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in accordance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations", or A-21 "Cost Principles for educational Institutions", whichever is applicable; and if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall retain all records based on Federal regulations specified in 24 CFR Part 574.530 pertinent to expenditures incurred under this Contract for a period of four (4) years after the termination of all activities under this Contract, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after the final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. The Subrecipient shall maintain current and accurate data on the race and ethnicity of program participants.

2. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility and description of services provided. Eligibility for services received shall be determined at intake by: (1) proof of HIV positively based on a serologic test and; (2) proof that the individual or family income does not exceed the low-income for the area as determined by the United States Department of Housing and Urban Development. Supportive services may not be rendered if the residents do not meet these criteria. Such information shall be made available to the City of Charleston and HUD staff or their designees for review upon request.

3. Property Records

The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold with HOPWA funds. Properties maintained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).

4. Transparency Act Requirements

The Subrecipient shall ensure that the City of Charleston is provided information to report data required by the Federal Funding Accountability and Transparency Act (FFATA) and subsequent OMB and/or regulatory guidance. Effective October 1, 2010, FFATA required federal awards granted to an organization in an amount of \$25,000 or more to report specific information related to the organization receiving the funds. The information shall include the following:

1. Subrecipient Entity Information (FAIN);
2. Principal Place of Performance;
3. Executive Compensation Data if applicable;
4. DUNS Number and/or Parent DUNS number;
5. CFDA;
6. Project Description;
7. Total Funding Amount;
8. Contract Execution Date;
9. Reporting Month.

5. Close-Outs

Subrecipient's obligations to the City of Charleston shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City of Charleston), and determining the custodianship of records.

Upon its expiration or dissolution, the Subrecipient shall transfer to the City of Charleston any funds on hand which have been provided under this Contract and any accounts receivable attributable to the use of such funds. Any real property or equipment under the Subrecipient's control that was acquired or improved in whole or in part with HOPWA funds must be returned to the City and disposed of in a manner which result in the City being reimbursed in the amount of the current fair market value of the property, less any portion thereof attributable to the expenditures of non-HOPWA funds for acquisition of, or improvement to, the property.

6. Audits and Inspections

- a. All Subrecipient records with respect to any matters covered by this Contract shall be made available to the City of Charleston or the Federal Government or their designees at any time during normal business hours, as often as the City of Charleston or the Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. A nonprofit organization that is a grantee or a project sponsor is subject to audit requirements set forth in 24 CFR, Part 45.

- b. Any deficiencies noted in audit reports shall be addressed by the Subrecipient within 30 days after receipt by the Subrecipient and cleared by the Subrecipient within 30 days. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Contract and may result in the withholding of payments to the Subrecipient.

7. Progress Reports

The Subrecipient shall submit regular Progress Reports to the City of Charleston on a quarterly basis in the form and content required by the City of Charleston. Funds may be withheld until such documentation is submitted.

C. Financial Reporting and Payment Procedures

1. Budgets

The Subrecipient shall submit a detailed contract budget of a form and content prescribed by the City's Finance Department for approval by City. The Parties may agree to revise the budget from time to time in accordance with existing city policies and this Contract.

2. Program Income

The Subrecipient shall report quarterly on all program income defined at 24 CFR 570.500 (a) generated by activities carried out with HOPWA funds made available under this Contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use the program income during the contract period for activities permitted under this Contract. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City of Charleston.

3. Indirect Costs

If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan in accordance with OMB Circulars A-21, A-87 or A-122, applicable, for determining the appropriate City of Charleston share of administrative costs and shall submit such plan to the City for approval.

4. Payment Procedures

The City of Charleston shall reimburse the Subrecipient funds available under this Contract based upon invoices and documentation submitted by the Subrecipient and consistent with any approved budget, cost allocation plan and City policy concerning payments. Payments shall be made for eligible expenses actually incurred by the Subrecipient and not to exceed actual cash requirements. The City of Charleston reserves the right to liquidate funds available under this Contract for costs incurred by the City of Charleston on behalf of the Subrecipient.

5. Audit of Records

The Subrecipient shall on an annual basis have a fiscal and programmatic audit performed by qualified auditors to verify program efficiency and effectiveness. Audits shall be conducted in accordance with 24 CFR Part 45. The Subrecipient further agrees to make available all records and reports relative to the fiscal and programmatic aspects of its program upon request by the City of Charleston.

6. Fraud Policy

In order to protect the funds granted to the City of Charleston and utilized by the Subrecipient in performance of services covered by this Contract, the Subrecipient shall have a fraud policy in effect during the term of this Contract. The fraud policy shall establish procedures for the detection and prevention of fraud, misappropriation, negligent conduct that results in loss, and other inappropriate conduct involving the funds and services covered by this Contract. A copy of the policy should be provided to the City upon request.

D. Procurement

1. Compliance

The Subrecipient shall comply with OMB Circular A-110, A-122 and any current City policy regarding the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City of Charleston upon termination of this Contract.

2. Regulatory Standards

The Subrecipient shall procure materials in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently comply with Attachment N, Property Management Standards, covering utilization and disposal of property.

3. Relocation, Acquisition and Displacement

The Subrecipient shall comply with 24 CFR 574.630 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient shall comply with applicable City of Charleston ordinances, resolutions and policies concerning displacement of individuals from their residents.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient shall comply with Title I of the Civil Rights Act of 1964, as amended, Title VII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973,

the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

As part of the HOPWA Grant and Code of Federal Regulations, the Subrecipient shall comply with the following:

- Fair Housing Act (42 U.S.C., 3601-19) and implementing regulations at 24 CFR Part 100;
- Executive Order 11063 and implementing regulations at 24 CFR Part 107;
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d) (Nondiscrimination in Federally Assisted programs) and implementing regulations issued at 24 CFR Part 1;
- Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations 24 CFR Part 146;
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794) and implementing regulations at 24 CFR Part 8;
- Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C.1701 (u)], (Employment opportunities for lower income persons in connection with assisted projects);
- Executive orders 11625, 12432, and 12138;
- Fair Housing Act and section 504, and implementing regulations [42 U.S.C. 3604(f)] and 24 CFR 1000.203-100.205; 29 U.S.C. 794 and CFR Part 8;
- Sections 5151-5180 of the Drug-Free Workplace Act of 1988 and HUD's implementing regulations 24 CFR Part 24, subpart F; and
- 24 CFR Part 574.300© (Limitations of assistance to primarily religious organizations).

2. Nondiscrimination

The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. The Subrecipient shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part 1. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Subrecipient shall cause or require a covenant running with the land for a period of ten (10) years to be inserted in the deed or lease or other transfer of land acquired, cleared

or improved with assistance provided under this Contract, prohibiting discrimination as herein defined, in the sale, lease, rental, the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

4. Section 504

The Subrecipient shall comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to the City of Charleston's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The City shall provide Equal Employment Opportunity guidelines to the Subrecipient to assist in the formulation of such a program.

2. Women/Minority Owned Businesses

The Subrecipient shall use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority and female owned enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representations by "such minority and women owned business enterprises" regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its subrecipients to furnish all information and reports required hereunder and shall permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity

- a. The Subrecipient certifies that no Federal appropriated funds have been paid or shall be paid, by or on behalf, of any person for influencing or attempting to influence an office or employee of any agency, 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.
- b. The Subrecipient certifies that if any funds other than Federal appropriated funds have been paid or shall 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 the federal contract, grant, loan or cooperative agreement, it shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Subrecipient certifies that the language of paragraphs 1(a) and (b) above shall be included in documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans and cooperative agreements) and that all lobbying as described in paragraphs 1(a) and (b) above shall be disclosed accordingly.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Labor Standards

The provisions of the Davis-Bacon Act (40 U.S.C. 276a – 276a-5) do not apply to this program except where funds received under this part of the Contract are combined with funds from other federal programs that are subject to the Act.

4. "Section 3" Clause

a. Compliance

The Subrecipient agrees that no contractual or other disability exists which would prevent compliance with these requirements.

5. Debarred, Suspended or Ineligible Contractors

Financial assistance provided under this Contract shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of or fund any contractor or subcontractor or sub-subrecipient during any period of debarment, suspension or placement or eligibility status under the provisions of 24 CFR Part 24.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Conflict of Interest

The Subrecipient shall abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract. The Subrecipient further covenants that in the performance of this Contract, no person having a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions also apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the City or of any designated public agency or other subrecipient which is receiving funds under the HOPWA Program.

3. Religious Organizations

The Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities to promote religious interests or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

4. Subcontracts

a. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open documentation basis concerning the selection process. Executed copies of all subcontracts shall be made available upon request by the City along with documentation concerning the selection process.

b. Content

The Subrecipient shall cause all of the provisions of this Contract to be included in and made a part of any subcontract executed in performance of this Contract.

c. Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported by documentation of follow-up actions taken to correct areas of non-compliance. Copies of these reports shall be submitted to the City.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient shall comply with the requirements of the following regulations insofar as they apply to the performance of this Contract:

- Clean Air Act, 42 U.S.C., 1857, et. seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et. seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended;
- National Environmental Policy Act of 1969;
- HUD Environmental Review Procedures (24 CFR, Part 58);
- National Environmental Policy Act (24 CFR, Part 50).

B. Flood Insurance Protection

No property to be assisted under this Contract shall be located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

- (a)(1) The community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 CFR Parts 59 through 79); or
- (2) Less than a year has passed since FEMA notification regarding such hazards; and
- (b) The grantee shall ensure that flood insurance on the structure is obtained in compliance with section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.).

C. Coastal Barriers

In accordance with the Coastal Barrier Resources Act. 16 U.S.C. 3501, no financial assistance under this Contract shall be made available within the Coastal Barrier Resources System.

D. Wage Rates

The provisions of the Davis-Bacon Act (40 U.S. C. 276a-276a-5) do not apply to this program except where funds received under this part are combined with funds from other Federal programs that are subject to the Act.

E. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Subpart B thereof. Such regulations pertain to all HUD assisted housing and require that all owners, prospective owners and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that shall be taken when dealing with lead-based paint poisoning.

X. SEVERABILITY OF PROVISIONS

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws.

XI. FEDERAL COMPLIANCE

Notwithstanding any provision hereof, the Subrecipient acknowledges that the funding to be received under this Contract is federal funding and the Subrecipient shall abide by such rules and regulations promulgated by the United States Department of Housing and Urban Development as now and may hereafter be promulgated concerning the receipt or expenditure of such funds.

IN WITNESS WHEREOF, the City of Charleston and the Subrecipient have entered into this Contract as of the date first written above.

CITY OF CHARLESTON

By: _____ Witness: _____
Mayor

By: _____ Witness: _____
Clerk of Council

ROPER ST. FRANCIS FOUNDATION

By: _____ Witness: _____
Executive Director

By: _____ Witness: _____
Chairman

ADDENDUM "A"
SCOPE OF SERVICES
Roper Saint Francis Foundation
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)

Roper Saint Francis Foundation shall accomplish the following services during the Contract period, which begins on the date that the Contract is executed and ends twelve (12) months thereafter.

1. Subrecipient shall provide short-term rent, tenant-based rental assistance, mortgage, and utility payments and Supportive Services to clients with HIV and AIDS in Charleston, Berkeley and Dorchester Counties. Supportive services include case management, health and mental health services, drug and alcohol treatment and counseling, intensive care when required, nutritional services, assistance with daily living, housing information and placement assistance.
2. Subrecipient shall screen at least 694 clients for housing stability and assistance needs.
3. Sub-recipient shall provide HOPWA supportive services to a minimum of 155 eligible clients currently enrolled in the Ryan White Part C Program. Funding from the HOPWA grant shall provide specific services to these 155 clients as outlined below:
 - One hundred and fifty-five (155) eligible clients shall be provided HOPWA supportive services while enrolled in the HOPWA program.
 - One hundred and forty (140) eligible clients shall receive short-term rent, mortgage and utility assistance.
 - Eleven (11) eligible clients shall receive tenant-based rental assistance.
 - Ten (10) eligible clients shall receive permanent housing placement.
 - Ten eligible clients will receive supportive services such as budget education, housing information, referrals for furniture and other community resources.
4. Subrecipient shall ensure rental assistance is provided to clients earning 80% or less of the Area Median Income (AMI) as established by HUD. Rental subsidies should be provided for no more than twenty-one (21) consecutive weeks.
5. Subrecipient shall ensure that rents paid by the clients are no more than the published Section 8 Fair Market Rents (FMR) or the HUD-approved community-wide exception rent for the unit size.
6. Subrecipient shall implement measure(s) necessary to ensure the confidentiality of all client names and personal information.
7. Subrecipient shall ensure the recipients obtaining service have proof of HIV positive status based on a serologic test and that the individual or family income does not exceed the income requirements as set forth by HUD. Services shall not be rendered if the residents do not meet the criteria.

8. Subrecipient shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110. Subrecipient shall provide evidence to the City that the insurance requirements are met.

Addendum B: 2015 – 2016 Program Year Budget: Roper St. Francis Foundation

HOPWA Program Summary Budget

Project Sponsor

Ryan White Program

Instructions: Enter the amount of funding requested for each of the proposed eligible activities in the appropriate column. Shaded boxes indicate that HOPWA funds cannot be used for these purposes.

Eligible Activities (A)	Short-term Facilities		SRO Dwellings		Community Residences		Other Housing		Non-Housing Based Activities		Totals	
	HOPWA \$\$ (B)	Other \$\$ (C)	HOPWA \$\$ (D)	Other \$\$ (E)	HOPWA \$\$ (F)	Other \$\$ (G)	HOPWA \$\$ (H)	Other \$\$ (I)	HOPWA \$\$ (J)	Other \$\$ (K)	HOPWA \$\$ (L)	Other \$\$ (M)
Housing Information & Deposits												
Resource Identification												
Acquisition												
Rehabilitation*												
Conversion*												
Repair*												
New Construction												
Rental Assistance (TBRA)							\$100,000				\$100,000	
Short-term Rent/mortgage/utility assist.							\$50,000				\$50,000	
Technical assistance for community residences												
Totals											\$150,000	

Enter amounts indicated from individual budget forms:

Total HOPWA request from Property Rehab./Conver./Repair Budget
 Total HOPWA request from Operating Budget
 Total HOPWA request from Supportive Services Budget
 Total HOPWA request from Activities, Salaries & Fringe Budget
 Total HOPWA Administration costs (salaries and general)(Must not exceed 7% of project costs)
 Total from Column L above excluding activities marked *

Subtotal (HOPWA funds requested)	\$200,000
Total Other Funds Available	\$36,523
Grand Total	\$236,523

HOPWA Property Rehab/Conversion/Repair Budget (Eligible Activity # 3)

Project Sponsor: _____

For each type of proposed HOPWA funded property rehabilitation/conversion/repair costs, if any, identify the activity and enter the amount of HOPWA and other funds.

Do not include Project Sponsor staff salaries or property acquisition costs.

Proposed Activity	A HOPWA \$\$ Requested	B OTHER \$\$ Available	Source of Other \$\$
N/A			
Totals			
	Total A & B		

HOPWA Operating Budget (Eligible Activity # 8)

Include costs, if any, for the categories listed below. Do not include Project Sponsor staff salaries.

Operating Cost Category	A HOPWA \$\$ Requested	B OTHER \$\$ Available	Source of Other \$\$
Maintenance			
Security			
Insurance			
Utilities			
Furnishings			
Equipment			
Supplies			
Other (Specify)			
Totals			
	Total A & B		

2015 HOPWA Grant Operating Budget

	Salary and Benefits	% FTE	Support Services Costs	Administrative Costs	Total HOPWA Funds Requested
Personnel					
HOPWA Program Coordinator (Kimberly Balaguer)	\$46,093	0.8			\$46,093
Fringe Benefits					
25% of Salary (Paid by RSFH)	\$11,523				\$0
Subtotal Personnel	\$57,616				\$46,093
Travel					
HOPWA Community Travel and Professional Training			\$3,000		\$0
Subtotal Travel			\$3,000		\$0
Equipment					
Subtotal Equipment					
Supplies					
Subtotal Supplies					
Contractual					
Short Term Housing (Rental Assistance, Electricity, Water)			\$100,000		\$100,000
TBRA			\$50,000		\$50,000
Supportive Services: Emergency Housing, Deposits (Rental and Utility)			\$13,907		\$3,907
Subtotal Contractual			\$163,907		\$153,907
HOPWA Administration Costs					
Subtotal Administration					
Other					
RSF Bridge Funding			\$12,000		\$0
Subtotal Other			\$22,000		\$0
Total HOPWA Grant Funds Requested					\$200,000
Total Other Funding					\$36,523
Grand Total					\$236,523

Budget Narrative

In 2015/2016 HOPWA program year, more than 700 Ryan White Program enrolled clients will be screened for housing needs and HOPWA eligibility. We currently have 694 enrolled clients and expect enrollments to continue. We assist at least 155 clients with housing services funded through HOPWA, to include STRMU, TBRA, and/or Supportive Services.

On average, approximately 25% of the STRMU dollars are used for utility assistance at an average of \$270 per client. The remainder 75% of the STRMU dollars will be used for mortgage and rental assistance, the Fair Market Rent (FMR) value in the tri-county area for a one-bedroom is \$754.00/month, two-bedroom is \$896/month, three-bedroom is \$1,160/month. On average a client receives \$1,200 of mortgage or rental assistance. We plan to serve 140 clients with STRMU assistance. The majority of clients in need of HOPWA assistance request STRMU assistance for one to three months, as well as assistance with rent they often seek utility assistance.

In addition to STRMU, we will continue our TBRA program, with a goal to assist 9 to 11 clients for 12 months. We currently have four clients enrolled, one client with an approved voucher, and one application pending. We plan to assist approximately 10 clients with supportive services (i.e., emergency shelter, rental, and utility deposits).

Case management and supportive services are provided to all clients who are enrolled in the Ryan White Program, not just those receiving housing assistance. HOPWA dollars are not used to fund these services.

Line Item Budget Narrative

Personnel

Salaries

Program Coordinator - (0.8 FTE) is responsible for taking referrals from the HIV Case Manager, Nurse Case Manager, and Social Worker to screen clients for eligibility for HOPWA program and assess the financial status of each referral. The Program Coordinator oversees the provision and accountability of the HOPWA financial assistance eligible clients receive.

Subtotal Salaries	\$ 46,093
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Fringe

Fringe benefits are calculated at 25% of salary for 1.0 FTE's. Fringe equals: FICA (7.65%), Unemployment compensation (1.8%), workers compensation (.55%), Health/life/disability (13%), and retirement contributions (2%). No HOPWA Funds requested; fringe Benefits are paid by RSFH.

Subtotal Fringe	\$11,523
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Total Personnel	\$57,616
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HOPWA-Funded Total Personnel	\$46,093
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Travel

Travel expenses for the HIV/AIDS Housing-related training and professional development for the housing program coordinator, to include travel expenses and registration fees.

This also includes mileage reimbursement for travel within the community to provide client services. No HOPWA Funds requested; travel and trainings are paid by RSFH.

Total Travel	\$3,000
HOPWA-Funded Total Travel	\$0
<i>Equipment</i>	
Total Equipment	\$0
<i>Supplies</i>	
Total Supplies	\$0
<i>Direct Services to Eligible Clients</i>	
1. Housing Assistance (Short Term Rent, Mortgage, and/or Utility bills)	\$100,000
2. Tenant Based Rental Assistance	\$50,000
Support between 9 to 11 clients with an average of \$6000-\$7500 per client of assistance over a 12-month period. (Plus Fort Mill Administrative Fee)	
3. Supportive Services (emergency shelter, rental, and utility deposits)	\$13,907
Includes assisting approximately 10 clients with housing placement costs MAC AIDS funding is also used to supplement supportive services (\$10,000).	
Total Direct Services	\$163,907
HOPWA-Funded Total Travel	\$153,907
<i>Administrative</i>	
Total Supplies	\$0
<i>Other</i>	
RSF provides additional unrestricted funding for services that exceed its budget.	\$12,000
Total Other	\$12,000
HOPWA-Funded Total Other	\$0
<hr/> Total Grant Funds Requested (All Categories) <hr/>	<hr/> \$200,000 <hr/>

**HOME CONSTRUCTION CONTRACT (NEW BUILD)
BETWEEN N
AND
NONPROFIT ORGANIZATION, INC.,
FOR
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS**

THIS CONTRACT, entered as of the _____ day of _____, 2015 by and between the City of Charleston (the "City"), South Carolina, and the Nonprofit Organization, Inc., (also referred to as the Subrecipient).

WHEREAS, the City of Charleston has applied for and received funds from the United States Government under Title 11 of the National Affordable Housing Act of 1992; and

WHEREAS, the City of Charleston wishes to engage the Nonprofit Organization, Inc., in utilizing fifty thousand dollars (\$50,000.00) of 24th Year HOME Investment Partnerships Program funds as set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein the parties agree as follows:

I. SCOPE OF SERVICE

A. Activities

Subrecipient shall use funds for construction expenses related to the development of the final two (2) lots in Brownswood Place, bearing tax map numbers; 312-00-00-635 and 312-00-00-632 in the City and County of Charleston, State of South Carolina (the "Property"). Subrecipient shall construct two (2) single-family detached homes on the Property ("Affordable Housing Unit") for a person or household earning eighty (80%) percent or below the Area Median Income ("AMI") as defined in Paragraph V(2) below. The Subrecipient shall utilize funds for the purpose outlined in the narrative attached and made a part thereof as Addendum "A".

B. Performance/Objectives Monitoring

1. The City of Charleston shall monitor the performance of the Subrecipient against goals and Performance standards required herein. Substandard performance as determined by the City of Charleston shall constitute non-compliance with this Contract. If action to correct such substandard performance is not taken within a reasonable period of time after being notified by the City of Charleston,

contract suspension or termination procedures shall be initiated.

2. The Subrecipient acknowledges that compliance with the productivity goals as established herein shall not automatically entitle the Subrecipient to future funding by the City of Charleston.
3. The Subrecipient further acknowledges that the general objective category for this project is affordability for the purpose of providing Decent Housing.

C. Subsequent Changes

Any changes to the Scope of Services set forth as Addendum A shall be done pursuant to Paragraph V-G.

D. Budget

The program budget shall be included in this Contract as Addendum B.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the date written above and shall end twelve (12) months thereafter. The terms of the Contract and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of HOME funds or other assets including program income. The City of Charleston shall review the performance of the Subrecipient to determine whether the Subrecipient is carrying out its HOME assisted activity in a timely manner prior to any additional awards being granted. Sixty (60) days prior to program year-end, the City of Charleston shall conduct an assessment to determine the amount of funds remaining in the Subrecipient's control. In the event the Subrecipient's performance demonstrates a lack of timeliness as required in accordance herewith and should the Subrecipient fail to demonstrate to the City of Charleston that the lack of timeliness has resulted from factors beyond the Subrecipient's reasonable control, the City of Charleston shall provide the Subrecipient the opportunity to prepare and implement a workout plan, as approved by the City of Charleston, within thirty (30) days of the City of Charleston's finding of such lack of timeliness by the Subrecipient. Should the Subrecipient fail to fulfill its obligations as herein set forth, the City of Charleston shall cease the Subrecipient's access to funds or terminate the Contract in its entirety at no cost to the City of Charleston.

III. PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid by the City of Charleston under this Contract shall not exceed fifty thousand dollars (\$50,000.00).
- B. HOME funds provided under this Contract shall not be used for direct payment of administrative costs incurred by the Subrecipient.

IV. NOTICES

Communication and details concerning this Contract shall be directed to the following contract representatives:

City of Charleston

Ms. Geona Shaw Johnson, Director
Department of Housing and Community Development
75 Calhoun Street, Suite 3200
Charleston, South Carolina 29401
843. 724-3766 Fax: 843. 965-4180

City of Charleston Legal Department
Post Office Box 652
Charleston, South Carolina 29402
843.724.3730, Fax: 843.724.3706

Office of the Mayor
Attn: Mayor Joseph P. Riley, Jr.
Post Office Box 304
Charleston, SC 29402
843.577.7509: Fax: 843.720.3827

Subrecipient

Nonprofit Organization, Inc.,
Executive Director
Address
Address
Email
843-768.0998; fax: 843. 768.9968

V. SPECIAL CONDITIONS

1. Property Standards

Housing units that are assisted with HOME funds, at a minimum, shall meet the Housing Quality Standards in 882.109 of the HOME regulations and must comply with and adhere to local building codes administered by the City of Charleston.

2. Qualification as Affordable Housing and Income Targeting

Housing shall remain affordable, pursuant to deed restrictions, for not less than 10 years except where the subsidy is equal to or exceeds \$40,000 and then the affordability period shall be fifteen (15) years based on regulations promulgated by the Department of Housing and Urban Development. The City of Charleston requires deed restrictions for a period of thirty (30) years. In the event of a sale of the property or transfer during the affordability period, the City shall require that the Property on which the Affordable Housing Unit is built is sold to another qualified buyer. For the purposes of this Contract, a qualified buyer is a person or household earning eighty (80%) or below the Area Median Income ("AMI") as defined by the Department of Housing and Urban Development ("HUD").

3. Administration of Program

Subrecipient shall develop and operate a program for the rehabilitation of houses to be occupied by low and moderate homebuyers earning 80% or below the AMI as defined by HUD. The program shall comply with the requirements set forth in this Contract.

4. Affordability of Housing

Housing constructed by the Subrecipient for low to moderate income homebuyers shall meet the requirements set forth in Section 92.254 of the OMB Regulations. For the purpose of this Contract, affordable housing shall mean: a household earning eighty percent or below of the AMI as defined by HUD.

1. Housing must be a single-family detached house, residence, condominium unit or cooperative unit for person(s) (1-4 family members) earning 80% or below the AMI ("Affordable Housing Unit") as defined by HUD.
2. The initial purchase price of the Affordable Housing Unit (or value of the Affordable Housing Unit after rehabilitation) shall not exceed Single Family Mortgage Limits for the State of South Carolina or the City of Charleston as established by the

- Federal Housing Administration's 203(b) Mortgage Insurance Program; and
3. The actual principal, interest, property taxes and insurance for the purchase of the Affordable Housing Unit shall not exceed 30% of the monthly income of a family with income that is 80% or below the AMI for the City of Charleston, State of South Carolina adjusted for family size, as established by HUD. To be eligible for assistance under this Contract, a homebuyer must occupy the Affordable Housing Unit as his principal residence and shall earn 80% or below the AMI as defined by HUD. These requirements must be included as restrictions in the deed to the Affordable Housing Unit. All income must be verified and documented. If more than 6 months elapses between qualification and the closing date of the purchase of the Affordable Housing Unit, income of the purchaser must be verified again prior to closing of the purchase of the Affordable Housing Unit to confirm the purchaser's qualification and eligibility pursuant to this Contract.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient shall comply with all applicable federal, state and local laws and regulations governing the funds provided under this Contract.

B. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City of Charleston shall be exempt from payment of all taxes, Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the City of Charleston from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance of the services or subject matter called for in this Contract.

D. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this Contract.

E. Insurance and Bonding

The Subrecipient shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the City as the grantor agency in providing services and funding pursuant to this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

G. Amendments

Grantee or Subrecipient may amend this Contract at any time provided that such amendments make specific reference to this Contract, and are executed in writing, signed by a duly authorized representative of both parties, and approved by the Charleston City Council. Such amendments shall not invalidate this Contract, nor relieve or release the City of Charleston or the Subrecipient from its obligations under this Contract.

The City of Charleston may, at its discretion, amend this Contract to conform with Federal, State and/or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Contract, such modifications shall be incorporated only by written agreement signed by both the City of Charleston and the Subrecipient.

H. Suspension or Termination

Except as provided in Section 85.44 of 24 CFR Subtitle A, this Contract may be suspended or terminated in whole or in part only as follows:

- (a) **Termination for Convenience:**
- (1) By the City with the consent of the Subrecipient if which case the parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or
 - (2) By the Subrecipient upon written notification to the City, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion of this Contract to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of this Contract shall not accomplish the purposes for which this Contract was entered into, the City may terminate this Contract in its entirety under either Section 85.43 of 24 CFR Subtitle A or paragraph (a) of this section.
- (b) **Termination for Non-Compliance:**
- (1) If the Subrecipient materially fails to comply with any term of this Contract, whether stated in a Federal Statute or regulation, an assurance, in a State plan or application, a notice of award or elsewhere, the City may take one or more of the following actions, as appropriate under the circumstances in the City's sole discretion:
 - (i) Temporary withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the City if needed;
 - (ii) Disallow all or part of the cost of the activity or action not in compliance;
 - (iv) Wholly or partly suspend or terminate this Contract;
 - (v) Withhold further awards for the Subrecipient's program;
 - (vi) Enforce any other remedies permitted by law or this Contract.
 - (2) If the City suspends or terminates this Contract, in whole or in part, in accordance with the provisions set forth in Section H(b) above, it shall notify the Subrecipient in writing of noncompliance. Thereafter, if the Subrecipient fails to correct noncompliance within thirty (30) days, then the Subrecipient shall be declared in default and the City may declare the Subrecipient ineligible for any further participation in City of Charleston contracts, in addition to its other remedies as permitted by law or this Contract.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Financial Management Standards

The Subrecipient shall comply with all financial management standards outlined in and incorporated as part of this Contract.

2. Accounting Standards

The Subrecipient shall comply with Attachments A through O of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

3. Cost Principles

The Subrecipient shall administer its program in accordance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or A-21 "Cost Principles for Educational Institutions", whichever is applicable; and if the Subrecipient is a governmental or quasi-governmental agency, the Subrecipient shall comply with the applicable sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", for all costs incurred whether charged on a direct or indirect basis.

4. Program Income

Program income means gross income earned by the Subrecipient from activities directly supported by the funds made available under the provisions of this Contract. Such earnings include interest earned on advances. Such earnings may also include, but shall not be limited to, income from service fees. The Subrecipient shall retain program income to carry out the programs expressly identified in Section 1 of this Contract or other programs authorized by the City of Charleston. Funds from the sale of real or personal property either provided by the City of Charleston or purchased in whole or in part with funds made available under this Contract shall also be used for the programs described herein.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 92.508 and that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

- a. Records providing a full description of each project undertaken;
- b. Records demonstrating that each project undertaken meets income requirements, affordability requirements and property standards;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the HOME Program;
- f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention of Records

The Subrecipient shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities under this Contract, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired under this Contract shall be retained for five (5) years after the final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data may include, but not be limited to, client name, address, family size, income level or other basis for determining eligibility and description of services provided. Such information shall be made available to City of Charleston and HUD staff or their designees for review upon request. Such records shall be kept for the period of affordability applicable to this project under the HOME Program project based requirements.

4. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Part 92.353 (f).

5. Close-Outs

Subrecipient obligations to the City of Charleston shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City of Charleston), and determining the custodianship of records.

Upon its expiration or dissolution, Subrecipient shall transfer to the public body any funds on hand which have been provided under this Contract and any accounts receivable attributable to the use of such funds. Any real property or equipment under the Subrecipient's control that was acquired or improved in whole or in part with HOME funds must be returned to the City and disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property, less any portion thereof attributable to the expenditures of non-HOME funds for acquisition of, or improvement to, the property.

6. Audits and Inspections

- a. All Subrecipient records with respect to any matters covered by this Contract shall be made available to the City of Charleston, the Federal Government, or their designees, at any time during normal business hours, as often as the City of Charleston or the Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- b. Any deficiencies noted in audit reports shall be addressed by the Subrecipient within 30 days after receipt of notice of such deficiencies by the Subrecipient and cleared by the Subrecipient within six months. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Contract and may result in the withholding of payments to the Subrecipient.

7. Progress Reports

The Subrecipient shall submit regular Progress Reports to the City of Charleston on a quarterly basis in the form and content required by the City of Charleston. Funds may be withheld until such documentation is submitted.

8. Fraud Policy

In order to protect the funds granted to the City of Charleston and utilized by the Subrecipient in performance of services covered by this Contract, the Subrecipient is required to have a fraud policy in effect during the term of this Contract. The fraud policy shall establish procedures for the detection and prevention of fraud, misappropriation, negligent conduct that results in loss and/or other inappropriate conduct involving the funds and services covered by this Contract. A copy of the policy shall be provided to the City upon request.

C. Financial Reporting and Payment Procedures

1. Budgets

The Subrecipient shall submit a detailed contract budget in a form and content prescribed by the City's Finance Department for approval by

the City. The City of Charleston and the Subrecipient may agree to revise the budget form from time to time in accordance with existing city policies.

2. Indirect Costs

If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan in accordance with OMB Circulars A-21, A-87 or A-122, as applicable, for determining the appropriate City of Charleston share of administrative costs and shall submit such plan to the City for approval.

3. Payment Procedures

The City of Charleston shall reimburse the Subrecipient funds available under this Contract based upon invoices and documentation submitted by the Subrecipient and consistent with any such approved budget, cost allocation plan and City policy concerning payments. Payments shall be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. The City of Charleston reserves the right to liquidate funds available under this Contract for costs incurred by the City of Charleston on behalf of the Subrecipient.

4. Audit of Records

The Subrecipient shall on an annual basis have a fiscal and programmatic audit performed by qualified auditors to verify program efficiency and effectiveness. Audits shall be conducted in accordance with OMB Circular A-133. The Subrecipient shall further agree to make available all records and reports relative to the fiscal and programmatic aspects of its program upon request by the City of Charleston.

5. Transparency Act Requirements

The Subrecipient shall ensure that the City of Charleston is provided information to report data required by the Federal Funding Accountability and Transparency Act (FFATA) and subsequent OMB guidance. Effective October 1, 2010, FFATA required federal awards granted to an organization in an amount of \$25,000 or more to report specific information related to the organization receiving the funds. The information shall include the following:

1. Subrecipient Entity Information (FAIN);
2. Principal Place of Performance;
3. Executive Compensation Data if applicable;
4. DUNS Number and/or Parent DUNS number;
5. CFDA;
6. Project Description;
7. Total Funding Amount;
8. Contract Execution Date;
9. Reporting Month.

D. Procurement

1. Compliance

The Subrecipient shall comply with OMB Circular A-110 and any current city policy regarding the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City of Charleston upon termination of this Contract.

2. OMB Standards

The Subrecipient shall procure materials in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards, covering utilization and disposal of property.

3. Relocation, Acquisition and Displacement

The Subrecipient shall comply with 24 CFR 92.353 relating to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient also agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The Subrecipient agrees further to comply with applicable City of Charleston ordinances, resolutions and policies concerning displacement of individuals from their residences.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient shall to comply with Title I of the Civil Rights Act of 1964, as amended, Title VII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. The Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part 1. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease, rental or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and shall not itself so discriminate.

4. **Section 504**

The Subrecipient shall comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

B. **Affirmative Action**

1. **Approved Plan**

The Subrecipient shall be committed to carry out, pursuant to the City of Charleston's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The City shall provide Equal Employment Opportunity Program guidelines to the Subrecipient to assist in the formulation of such a program.

2. **Women/Minority Owned Businesses**

The Subrecipient shall use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to ———participate in the performance of this Contract. As used in this Contract, the term "minority and female owned enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representations by other subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **Access to Records**

The Subrecipient shall furnish and cause each of its Subrecipients to furnish any and all information and reports required hereunder and shall permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity

- a. The Subrecipient certifies that no Federal appropriated funds have been paid or shall be paid, by or on behalf, of any person for influencing or attempting to influence an officer or employee of any agency, 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.
- b. The Subrecipient certifies that if any funds other than Federal appropriated funds have been paid or shall 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 the Federal contract, grant, loan or cooperative agreement, it shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Subrecipient certifies that the language of paragraphs (a) and (b) above shall be included in documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans and cooperative agreements) and that all lobbying as described in paragraphs (a) and (b) above shall be disclosed accordingly.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or

surroundings or working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Labor Standards

The Subrecipient shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those laws and regulations apply to the performance of this Contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Charleston and HUD officials upon request.

The Subrecipient shall agree that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than twelve (12) households, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements pertaining to such contracts of the Department of Labor, under 29 CFR, Parts 1,3,5 and 7 governing the payment of wages and ration of apprentices and trainees of journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contract subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$2,000.

4. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Contract, shall be a condition of the federal funding assistance provided under this Contract and binding upon the Subrecipient and any contractors or subcontractors for work in connection with this Contract. Further, the Subrecipient agrees to incorporate the following language in all contracts and subcontracts executed for work

under this Contract:

"The work to be performed under this Contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

The Subrecipient shall agree that no contractual or other disability exists which would prevent compliance with these requirements.

5. Debarred, Suspended or Ineligible Contractors

Financial assistance provided under this Contract shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor or Subrecipient during any period of debarment, suspension or placement of ineligibility status under the provisions of 24 CFR 92.357.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto; provided, however, that claims for money due or that become due to the Subrecipient from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Conflict of Interest

The Subrecipient shall abide by the provisions of 24 CFR 92.356 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with

performance of services required under this Contract. The Subrecipient further covenants that in the performance of this Contract no person having a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions also apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the City or of any designated public agencies or Subrecipients which are receiving funds under the HOME Program.

3. Religious Organizations

The Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations found in 24 CFR 92.257.

4. Subcontracts

a. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be made available upon request by the City along with documentation concerning the selection process.

b. Content

The Subrecipient shall cause all of the provisions of this Contract to be included in and made a part of any subcontract executed in performance of this Contract.

c. Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to insure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported by documentation of follow-up actions taken to correct areas of non-compliance. Copies of these reports shall be submitted to the City.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient shall comply with the requirements of the following regulations insofar as they apply to the performance of this Contract:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- National Environmental Policy Act of 1969
- HUD Environmental Review Procedures (24 CFR, Part 58)

B. Flood Disaster Protection

The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 2234) in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Contract, as it may apply to the provisions of this Contract. In addition, all properties assisted with Federal funds under this Contract are required to have flood insurance on the property.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 92.355 and 24 CFR Part 35, and in particular Subpart B thereof. Such regulations pertain to all HUD assisted housing and require that all owners, prospective owners and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

X. SEVERABILITY OF PROVISIONS

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws.

XI. FEDERAL COMPLIANCE

Notwithstanding any provision hereof, the Subrecipient acknowledges that

the funding to be received under this Contract is federal funding and the Subrecipient shall abide by such rules and regulations promulgated by the United States Department of Housing and Urban Development as now and may hereafter be promulgated concerning the receipt or expenditure of such funds.

IN WITNESS WHEREOF, the City of Charleston and the Nonprofit Organization, Inc., have entered into this Contract as of the date first above written.

CITY OF CHARLESTON

By: _____ Witness: _____
Mayor

By: _____ Witness: _____
Clerk of Council

NONPROFIT ORGANIZATION, INC.

By: _____ Witness: _____
Executive Director

BY: _____ Witness: _____
Chairman

ADDENDUM "A"
SCOPE OF SERVICES
NONPROFIT ORGANIZATION, INC.

Nonprofit Organization, Inc. shall accomplish the following goals during the Contract period which begins on the date that the Contract is executed and ends twelve (12) months thereafter.

- A) Subrecipient shall utilize the funds for expenses related to the construction of two (2) single-family detached homes ("Affordable Housing Unit") for persons or households earning eighty (80%) percent or below the Area Median Income as defined by the Department of Housing and Urban Development ("HUD"). The funds shall be used for construction expenses as follows:
- HVAC,
 - Electrical and plumbing installation.
 - Lumber.
 - Sheetrock.
 - Other materials required for the vertical construction of the homes.
- B) Subrecipient shall ensure compliance with the Real Estate Note and Mortgage attached hereto and included as Addendum C and D. The houses developed under in Brownswood Place shall serve as the primary residence of the person or household occupying the Affordable Home.
- C) Subrecipient shall ensure the homes are developed one year from the date of the Contract.
- D) Subrecipient shall ensure the sale of the homes developed In Brownswood Place on or before the timeframe, which is six months after receiving its Certificate of Occupancy. Should the Affordable Home not sell, the Subrecipient shall be required to rent to a person or household earning sixty percent (60%) or below the Area Median Income as defined by HUD. During the rental period, efforts should be underway to ensure the sale of the home to a qualified buyer.
- E) Subrecipient shall complete an environmental review of the Property to ensure compliance with HUD regulations.
- F) Subrecipient shall provide to the City of Charleston qualifying information for each household purchasing a home, to include;

household income, number of persons residing in the home and the amount of all subsidy provided.

- G) Subrecipient shall pursue funding to ensure ongoing sustainability of the housing programs and the organization.

ADDENDUM B

**City of Charleston
Budget Summary for the period of
June 1, 2015 to May 31, 2016**

Name of Project/Program: Brownswood Place

Name of Organization: Nonprofit Organization, Inc.,

Funding Source	Amount
City of Charleston Home Investment Partnerships Program Award	\$ 50,000.00
Total	\$ 50,000.00

in full, provided, however that any amounts hereafter advanced or expended by the LENDER to protect its security as provided herein or in the Mortgage securing this Note, and the interest thereon, shall not be forgiven or reduced and shall be due and payable from the time they are advanced or expended; and provided further that in the event the BORROWERS default in any terms or conditions of the Note or Mortgage securing same, then the unpaid and remaining balance shall immediately become due and payable along with interest computed at the Note rate from the date of the event constituting breach or default, with interest to continue at such rate until such time as the entire indebtedness evidenced by this Note is fully paid.

The deferred payment loan evidenced by this Note may only be assigned and/or assumed with written consent of the CITY.

If default be made in the performance of or compliance with any of the covenants and conditions of the Contract, the Mortgage or any other instrument securing this Note, then in any of said events, said principal sum with all accrued interest thereon shall become at once due and payable at the option of the holder thereof and be collectible without further notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Any forbearance by the CITY with respect to any of the terms and conditions of this Note in no way constitutes a waiver of any of the CITY'S rights or privileges granted hereunder. Any written notice or payment of one party to the other shall be addressed to the parties as follows:

The CITY-	City of Charleston City Hall P.O. Box 304 Charleston, SC 29402 Attn: Director, Dept. of Housing & Community Development
The BORROWER-	Nonprofit Organization, Inc. Address Address Attn: Chief Executive Officer or Executive Director

The BORROWER shall notify the CITY of any change in the BORROWER'S address.

If this Note be placed in the hands of an attorney for collection after the same shall for any reason

become due, or if collected by legal proceedings or through the probate or bankruptcy courts, or under foreclosure proceedings under the Mortgage securing this Note, then all cost of collection, including reasonable attorney's fees of not less than ten (10%) percent of the full amount due hereon, shall be added hereto and secured and collectible as the principal hereof.

The undersigned expressly agrees jointly and severally to remain and continue bound for payment of the principal and interest provided for by the terms of this Note notwithstanding any extensions of the time, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid by virtue of the obligation to pay provided for in this Note, or any change or changes by way of release or surrender of any collateral held as security for this Note, and waive all and ever kind of notice of such extensions, change or changes and agree that the same may be made without the joinder of the undersigned. Presentment, protests, and notice are hereby waived.

It is expressly agreed and declared that this Note is given for an actual loan of Fifty thousand Dollars (\$50,000.00).

This Note is secured by a Mortgage of even date encumbering the PROPERTY located in the City of Charleston, County of Charleston, State of South Carolina.

IN WITNESS THEREOF, the undersigned has executed this Note on this _____ day of _____, 2015.

**SIGN, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Nonprofit Organization, Inc.

Witness

Chairman of the Board

Witness

and remain a part of the Property encumbered by this Mortgage; and all of the foregoing are herein referred to as the "Property".

The Mortgagor covenants that the Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property; that the Property is unencumbered, and that the Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

The Mortgagor and Lender covenant and agree as follows:

1. Payment of Principal and Interest. The Mortgagor and Lender acknowledge and agree that this Mortgage is security for the obligation of the Mortgagor, Nonprofit Organization, Inc., to pay when due the principal and interest on the indebtedness evidenced by the Note, and the principal and interest on any other sums secured by this Mortgage.

2. Upkeep of Property. The Mortgagor shall keep the dwellings when constructed at the Property in good condition and repair, fully habitable and shall not remove or demolish any dwelling unit thereon. The Mortgagor shall complete or restore promptly and in good and workmanlike manner any dwelling unit which may be constructed, damaged or destroyed on the Property and to pay when due all claims for labor performed and materials furnished to the Property. The Mortgagor shall comply with all laws affecting Property or requiring any alterations or improvements to be made thereon. The Mortgagor shall not commit or permit waste thereof or permit any act thereon in violation of law.

3. Insurance, etc. The Mortgagor shall provide, maintain and deliver to the Lender evidence of fire and extended coverage insurance satisfactory to and with loss payable to the Lender in the order and amount of the balance outstanding on the Note and other amounts hereby secured and in default thereof in addition to its other remedies provided herein, the Lender may procure such insurance and reimburse itself under this Mortgage for the expense thereof, with interest thereon at the Note rate from the date of its payments. And it is further agreed, in the event of other insurance and contribution between the insurers, that subject to the terms of any prior mortgage encumbering the PROPERTY, the Lender shall be entitled to receive from the

aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this Mortgage. Subject to the terms of any prior mortgage encumbering the Property, the Mortgagor shall assign to the Lender any award of damages, or portion thereof, in connection with any condemnation for public use of or injury to the Property in the same manner and with the same effect as provided for payment of proceeds of fire or other insurance.

4. Taxes, etc. The Mortgagor shall pay all taxes, assessments, utilities and other expenses of the Property when due and without delinquency and shall not permit any liens to be imposed on the Property by reason of any delinquency and in default thereof the Lender may in addition to its other remedies provided herein, cause same to be paid together with all penalties and costs incurred thereon, and reimburse itself under this Mortgage for sums so paid, with interest thereon at the note rate from the dates of such payments.

5. Change in Form of Ownership. The Mortgagor shall not convert the dwelling units on the Property to condominium ownership or any form of cooperative ownership wherein sales prices are not affordable to low-or very low-income households (as these terms "affordable" and "low-or very low-income households" may be defined by the Lender or HUD).

6. INTENTIONALLY OMITTED

7. Occupancy Control; Compliance with Contract. The Mortgagor hereby covenants and agrees that it will demolish and construct housing at the Property for the purpose of constructing rental dwelling for persons earning 60% and below the Area Median Income. The Mortgagor further agrees that this provision, as well as all other covenants of Lender contained in this Mortgage shall be a covenant running with the land and shall be binding upon the title to the Property for the duration of this Mortgage.

8. Affirmative Marketing Policy. Attached as Exhibit B.

9. Superior liens; Subordination. Mortgagor covenants and agrees that this Mortgage shall be a lien on the Property. Any subordination of this Mortgage to any additional mortgage or encumbrance of the Mortgagor shall be only upon the written consent of the Lender, which consent may be granted or withheld by Lender in its sole and absolute discretion.

10. Layering. The parties acknowledge that there is a prohibition under the HOME Program

Regulations of the use of HOME funds with other federal funds in a manner that would result in excessive subsidy to the Property and the Lender has the right to review all funding for the Property to ensure that impermissible layering is not in effect. If the Lender determines that excessive, impermissible, layering is in effect, the Mortgagor agrees to the repayment of such of the HOME Program funds to bring the ratio in conformity with the HOME Program Regulations to eliminate excessive impermissible layering.

11. Mortgagors Not Released. Extension of the time for payment of modification or amortization of the sums secured by this Mortgage granted by the Lender to Mortgagor or any successor in interest of the Mortgagor shall not operate to release, in any manner, the obligations of the original Mortgagor and Mortgagor's successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

12. Forbearance by Lender Not a Waiver. Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Lender shall not be a waiver of the Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

13. Lender as Attorney in Fact. Subject to the terms of any prior mortgage encumbering the Property, the Mortgagor hereby appoints the Lender a true and lawful attorney in fact to manage said Property, giving and granting unto the Lender and unto its agents or attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, provided, however, that this power of attorney shall not be construed as an obligation upon the said Lender to make or cause to be made, any repairs to the Property that may be necessary. This power of attorney shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney.

14. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised

concurrently, independently or successively.

15. Assignment; assumption. The Note secured by this Mortgage may not be assumed without the express written consent of the Lender. If all or any part of the Property is sold or transferred by the Mortgagor without the Lender's prior written consent, the Lender may, at the Lender's option, declare, all the sums secured by the Mortgage to be immediately due and payable. The Lender may waive this provision by documenting in writing agreed to between the Lender, Mortgagor and transferee.

16. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights thereunder shall inure to the respective successors and assigns of the Lender and the Mortgagor, if any.

17. Joint and Several Liability. All covenants and agreements of the Mortgagor shall be joint and several.

18. Captions. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not be used to interpret or define the provisions hereof.

19. Notice. Any notice of one party to the other shall be in writing to the parties as follows:

As to Lender:

City of Charleston
Attn: Community Development Director
City Hall
P.O. Box 304
Charleston, SC 29402

As to Mortgagor:

Nonprofit Organization, Inc.
Attn: Executive Director or Chairperson of the Board
Address
Address

The Mortgagor shall notify the Lender of any change in the Mortgagor's address.

20. Governing Law and Severability. This Mortgage shall be governed by the laws of the State of South Carolina. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision and to this end, the provision of the Mortgage and the Note are declared to be severable.

21. Mortgagor's Copy. The Mortgagor shall be furnished a conformed copy of the Note and this Mortgage. The term of this Mortgage shall be until either (a) the balance due on the Note is paid in full or (b) Thirty (30) years plus one day after the date of the Note and Mortgage, whichever occurs first; provided that the indebtedness secured hereby shall be forgiven as set forth in the Note; further provided, however, that any amounts hereafter advanced or expended by the Lender to protect its security as provided hereon, shall not be forgiven or reduced and shall be due and payable from the time they are advanced or expended; and provided further that in the event the Mortgagor defaults in any of the terms, conditions or covenants of this Mortgage or in the event the Mortgagor defaults in any of the terms, conditions or covenants of the Note secured by this Mortgage, the principal shall immediately become due and payable without further demand along with interest computed by the Note rate from the date of the event constituting breach or default with interest to continue at such rate until such time as the entire indebtedness secured by this Mortgage is fully paid and the Lender may foreclose this Mortgage by judicial proceeding and shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to reasonable attorney's fees and cost of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

23. Rights to Appoint Receiver. Should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, but subject to the terms of any prior mortgage encumbering the Property, the said Lender, Lender's heirs, successors, or assigns, shall have the right to have a Receiver appointed with power to forthwith lease out the Property if he should so elect, and who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of any rents and profits collected in accordance hereto toward the payment of the debts secured hereby.

24. Attorney's Fees. Should legal proceedings be instituted for the foreclosure of this Mortgage, or for any purpose involving this Mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the Lender, Lender's heirs, successors, or assigns, including reasonable attorney's fees (of not less than eight (8%) percent of the amount involved) shall thereupon become due and payable as a part of the debt

secured hereby, and may be recovered and collected hereunder.

25. Termination of Mortgage. When the Mortgagor, Mortgagor's heirs, successors, executors or administrators shall pay, or cause to be paid unto the said Lender, Lender's certain attorneys, heirs, successors or assigns the said debt, with the interest thereof, if any shall be due, and also all sums of money paid by the said Lender, Lender's heirs, successors or assigns, according to the conditions and agreements of the said Note, and of this Mortgage and shall perform all the obligations according to the true intent and meaning of the Note and Mortgage, and the conditions thereunder written, then this Mortgage shall cease, determine and be void. Otherwise it shall remain in full force and effect in accordance with the terms of the Note and Mortgage.

26. Riders. The terms and conditions of any rider executed by Mortgagor and recorded together with this Mortgage shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider is a part of this Mortgage. A Hypothecation Agreement Rider is attached to this Mortgage.

26. Mortgagor's Right to Possession. The Mortgagor is to hold and enjoy the Property until default of payment shall be made.

Upon completion of all terms and conditions of this Note by the Mortgagor and upon payment of any and all balance due, the Mortgagor shall be entitled to a release and satisfaction of this Note by the Lender at the Mortgagor's own cost.

IN WITNESS THEREOF, the Mortgagor has executed this Mortgage this _____ day of _____,

2015

**SIGN, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Witness

Nonprofit Organization, Inc.
By: _____
Its: **Chairman of the Board**

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, _____, the undersigned Notary Public, do hereby certify that Nonprofit Organization, Inc. by _____, its Chairman of the Board, personally appeared before me this day and acknowledged the due execution of the forgoing instrument.

Witness my hand and official seal this _____ day of _____, 2015.

Notary Public
State of South Carolina
My Commission Expires: _____

Exhibit A

(Legal Description of the Property)