

City Hall
80 Broad Street
April 12, 2016
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Lewis
2. Approval of Minutes:
 - a.) March 22, 2016
3. Bids and Purchases
4. Police and Fire Departments: Approval to submit the 2016 FEMA Port Security Grant Program grant application in the amount of \$513,875 for the Police and Fire equipment and training requests. A 25% match of \$171,292 will be budgeted for 2017.
5. Office of Cultural Affairs: Acceptance of a grant award in the amount of \$1,000 from AgSouth Farm Credit to design and print rack cards to promote our local Farmers Market. No City match is required.
6. Office of Cultural Affairs: Approval to submit a grant application to The Jerry and Anita Zucker Family Endowment Fund in the amount of \$5,000 for 2016 Piccolo Spoleto Festival Outreach Programs. No City match is required.
7. Planning, Preservation & Sustainability: Approval to submit the 2016 SC DHEC Food Recovery Grant application to support a district wide composting program for restaurants located within the Upper Peninsula Initiative EcoDistrict to serve as a pilot composting program for the City of Charleston. No City match is required.
8. Police Department: Approval of a Memorandum of Understanding between the Department of Veterans Affairs and the City of Charleston to aid in law enforcement operations.
9. Police Department: Request authority for the Mayor to execute the Agreement between the City of Charleston and the Charleston Dorchester Mental Health Center (CDMHC) wherein CDMHC will assign a full time health professional to CPD to provide mental health services to children and families who have been affected by or witnessed domestic violence. The City will pay \$10,000 annually and provide office space at 180 Lockwood Blvd., and a vehicle for the CDMHC counselor. The agreement is for a term of one year and may be renewed for four additional years.
10. Housing and Community Development: Mayor and City Council approval is requested to provide Ebenezer Social Action Foundation & Community Development Enterprise

\$50,000 in funding from the TD Charitable Foundation Grant to substantially rehabilitate 22 Amherst Street, bearing TMS #459-09-02-167. The rehabilitation of this property shall provide five (5) bedrooms, which will be made available to persons transitioning from homelessness to permanent housing. The contribution of these funds will be secured with restrictive covenants placed on the property for a period of fifteen years.

11. Parks-Capital Projects: Approval of Municipal Golf Course Change Order #2 to the Construction Contract with Chambers & Associates, Inc. in the amount of \$31,505.30 for updating finishes in the Pro Shop, Snack Bar, Dining Room, and main Restrooms including flooring, wall painting, and replacement of select fixtures. This approval will result in a budget transfer of \$31,505.30 to Chambers & Associates, Inc.'s Construction Contract from the Project Contingency. The contract item will increase by 21 days. This approval will result in a \$31,503 increase to Chambers & Associates, Inc. contract from \$251,233.32 to \$282,738.62. The total project budget will increase by \$40,000. The funding sources for this project are: 2015 Golf Course Fund (\$290,000), 2014 General Fund Reserves (\$22,000), and 2013 General Fund Reserves (\$40,000).
12. Parks-Capital Projects: Approval of Municipal Golf Course Change Order #3 to the Construction Contract with Chambers & Associates, Inc. in the amount of \$8,495.30 for interior demolition, installation of 4" topping slab, interior framing and drywall installation in the back office area related to flood damage. This approval will result in a budget transfer of \$8,495.30 to Chambers & Associates, Inc.'s Construction Contract from the Project Contingency. The contract time will increase by 14 days. This approval will result in an \$8,495.30 increase to Chambers & Associates, Inc. contract from \$282,738.62 to \$291,233.92. The total project budget will increase by \$40,000. The funding sources for this project are: 2015 Golf Course Fund (\$290,000), 2014 General Fund Reserves (\$22,000), and 2013 General Fund Reserves (\$40,000).
13. Parks-Capital Projects: Approval of Municipal Golf Course Change Order #4 to the Construction Contract with Chambers & Associates, Inc. in the amount of \$10,094.99 for flood related repairs including sewer main repairs, installation of an exterior French drain system to reduce water intrusion, modifications to the Mechanical Room access to reduce water intrusion, and additional finish work in the front of the house area. This approval will result in a budget transfer of \$10,094.99 to Chambers & Associates, Inc.'s Construction Contract from the Project Contingency. The contract time will remain unchanged. This approval will result in a \$10,094.99 increase to Chambers & Associates, Inc. contract from \$291,233.92 to \$301,328.91. The total project budget will increase by \$40,000. The funding sources for this project are: 2015 Golf Course Fund (\$290,000), 2014 General Fund Reserves (\$22,000), and 2013 General Fund Reserves (\$40,000).
14. Public Service: Approval for Palmetto Gunitite Construction Co., Inc. to provide professional construction services in the amount of \$90,250 for the repair of the City's brick arch stormdrain system at 41-51 George Street. This is an emergency repair.
15. Approval of Pay for Current City of Charleston Firefighters not included in the Federal lawsuit
16. The Committee on Real Estate: (Meeting was held April 12, 2016 at 3:30 p.m., City Hall,

80 Broad Street)

- a.) Request authorization for the Mayor to execute the Memorandum of Agreement whereby the City of Charleston agrees to allow the County of Charleston to use City property for temporary debris storage and reduction sites to protect public health and safety in the event of a natural disaster. (Corrine Jones Playground, Brittlebank Park, Horse Lot Park, McMahon Playground, Martin Park, Parkshore Park, Lenevar Park, Woodland Road Park, West Ashley Park, Bear Swamp Rd. Park, Mary Utsey Playground, Ackerman Park, Ft. Johnson/Bayview Fields Johns Island Park; TMS# 463-07-04-039; 457-06-04-001; 457-07-04-034; 460-00-00-002; 459-05-02-003; 415-00-00-038; 352-16-00-179; 355-16-00-002, -034; 306-00-00-007; 287-00-00-001; 352-10-00-001; 418-10-00-112; 428-00-00-040, -042, -043; 279-00-00-062)
- b.) Resolution regarding forty (40) building sites regarding property located at 334 Meeting Street, Charleston County TMS #459-13-03-022
- c.) Consider the following annexations:
 - (i) 1436 Battle Ground Road (TMS# 431-06-00-099) 0.34 acre, James Island (District 12)
 - (ii) 2048 Vestry Drive (TMS# 355-14-00-095) 0.33 acre, West Ashley (District 2)

COMMITTEE / COUNCIL AGENDA

3a.)

TO: John J. Tecklenburg, Mayor
FROM: Ben Dellucci DEPT. Fleet Management
SUBJECT: THREE (3) EACH MESSAGE SIGN TRAILERS
REQUEST: Approval to purchase three (3) Message Sign Trailers from
American Signal Company, 2755 Bankers Industrial Dr., Atlanta, GA
30360. SC State Contract #4400011131

COMMITTEE OF COUNCIL: Ways & Means DATE: April 12, 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"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Ben Dellucci</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>John Tecklenburg</i>	<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 062016 Account #: 58010 Kum

Balance in Account Amount needed for this item \$46,631.13

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: * Using 2016 Lease Purchase Funds

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

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

DISTRIBUTION - WHITE & YELLOW - PURCHASING
 PINK - REQUISITIONER FILE

WHEN USED AS WAREHOUSE REQUISITION 2ND COPY
 WILL BE RETURNED AT TIME OF DELIVERY W/PRICING.

SUGGESTED SUPPLIERS

AMERICAN SIGNAL COMPANY
2755 Barkers Industrial Dr.
AHGA 30360



No. PR 1023

(NOT FOR USE AS A P.O. NO.)

DATE OF REQUISITION 3/21/16

PURCHASE ORDER NO. _____

DATE OF PURCHASE ORDER _____

SHIP TO:

City of Charleston
 Fleet Operations
 2150 Milford St.
 Charleston, SC 29405

PR161767

CITY OF CHARLESTON
 FLEET OPERATIONS
 2150 MILFORD ST
 CHARLESTON, SC 29405

DEL DATE	F.O.B.	TERMS	INV. NO.(S)	ACCOUNT NO.	DOLLAR LIMIT
				062015-5815	

ITEM NO.	QUANTITY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	EXT PRICE
	2			CMS-T331 (3 lines & 8 characters)	\$11,689.00	23378.00
				- AGM Batteries	\$12.00	2400.00
				- 2480 W SOLAR	\$500.00	1000.00
	1			CMS - GP465T (4'x6' full matrix)	\$13100.00	13100.00
				- DRUITT 2.8 W SOLAR / ELEC, HYD, MAST	Included	
				- RU2 DATA BACKUP	800.00	800.00
				- RU2 DATA LOGS AN	1500.00	1500.00
				Freight		\$800.00
				STATC Contract # 4400011131		
				for T&T		
				AS Per Quote		

STATE TAX	\$3653.13
TOTAL	\$46631.13

CITY OF CHARLESTON
 BEN DELLUCCI/FLEET MANAGER

Ben J. Dellucci
 AUTHORIZED APPROVAL/TITLE

REQUISITIONER/TITLE

APPROPRIATION APPROVAL



AMERICAN SIGNAL COMPANY
 2755 Bankers Industrial Dr.
 Atlanta, GA 30360
 Phone: 770-448-6650
 Fax: 770-448-8970

QUOTATION

March 16, 2016

Page 1 of 1

Contact: Ben Dellucci
Company: City of Charleston
Fax: 843-965-4000
Phone: 843-724-7390

Project:
Email: delluccib@charleston-sc.gov

Sales Rep: Chris Holte
Quoted By: Chris Holte

Phone: (770) 448-6650 x 194

Item #	Qty	Description	Unit Price	Ext. Price
1	2	CMS – T331 (3 lines x 8 characters)	\$11,689.00	\$23,378.00
2	2	OPTION: AGM Batteries	\$1,200.00	\$2,400.00
3	2	OPTION: 2 x 80W Solar	\$500.00	\$1,000.00
4	1	CMS – GP465T (4' x 6' full matrix)	\$13,100.00	\$13,100.00
		*Includes electro-hydraulic mast, 75AMP charger		\$ 0.00
		6 x 6V AGM batteries, 2 80W Solar*		\$ 0.00
5	1	OPTION: DRUIII Radar	\$800.00	\$ 800.00
6	1	OPTION: RU2 Data Logger	\$1,500.00	\$1,500.00
7	1	Freight to Charleston, SC	\$800.00	\$ 800.00
				\$ 0.00
8	1	Sales Tax 8.5%	\$3,653.13	\$3,653.13
Total Price:				\$46,631.13

Notes: PRICING PER SC CONTRACT 4400011131 (Expires 8/31/16)

Payment Terms: Net30

Shipment Date: 3 – 4 weeks ARO

Shipping Terms: FOB American Signal Company, Atlanta GA. Shipping to be paid upon delivery, unless prior arrangements have been made. Facility should have forklift or other means to unload units.

Buyer agrees to American Signal's terms and conditions. There are terms and conditions applicable to this transaction in addition to those specified above, which are available upon your request.

Any special requirements need to be noted on purchase order

Chris Holte
 Regional Sales Manager
 (p) 770-448-6650 x 194
 (f) 770-448-8970
 (c) 770-330-5050
cholte@amsig.com

American Signal Company, Inc.
www.amsig.com

(If signed can serve as PO)

Unit Color: ORANGE

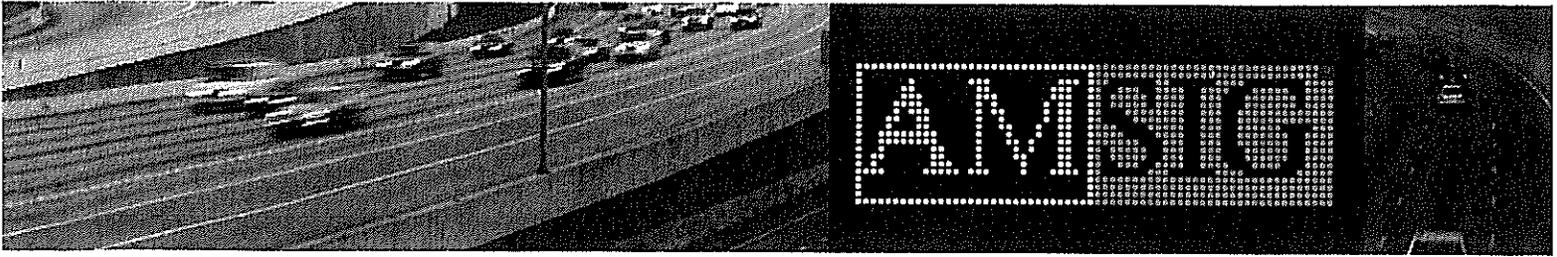
Hitch Type: 2" ball

Ship Date Req: _____

Ship To: _____

Contact: _____

Phone: _____



CMS-GP465T ADVANTAGE

CATALOG NO: AMS30064606

PORTABLE CHANGEABLE MESSAGE
LED Full Matrix – 24 pixels x 48 pixels



GENERAL SPECIFICATIONS

The CMS-GP465T Advantage from American Signal Company represents the latest advances in ALL-LED sign and highway safety technology. This ALL-LED, Full Matrix, Graphics capable display, utilizing 30 degree ITE Amber LEDs, gives you the lowest cost and most effective portable / changeable display message sign available today. With this display, users have the ability to furnish timely, pertinent, and dynamic traffic information to en-route motorists via alphanumeric text and / or graphic display.

Additionally, the GP465T Advantage may be utilized in calming and speed awareness applications through the use of an optional radar interface. This option is capable of not only displaying cautionary traffic messages, but actual vehicular speeds for

FEATURES

- Full Matrix 24 Rows x 48 Columns
- 1 line, 2 line, 3 line messages
- Graphics and Animations
- 12" to 33" Characters
- Up to 12 Characters per line
- 9 Font sizes
- NTCIP Compliant

OPTIONS

- Cellular (CDMA / IXRTT , GSM / GPRS)
- Landline or Ethernet (TCP / IP) Options
- Radar Overspeed Detection
- Queue Detection
- VoiceStar™ Highway Advisory Radio
- AIMSTAR™ Adjustable Solar Assembly
- Radar Data Logging & Graphing
- ITS Ready Options: CCTV, HAR

COST EFFECTIVE

- Energy Efficient
- Environmentally Sound

EASY TO USE

- User-friendly
- Local and / or remote sign control

LOW MAINTENANCE

- Long Life LEDs
- SOLR Primary Power Supply

GRAPHICS AND LEGIBILITY

- This Full Matix Display give you the power to deliver information via larger text and full sign sized graphics.
- Legibility distance of one thousand feet (1000')
- 26 MUTCD symbol signs are available
- 9 character fonts with character heights from 12" to 33"
- Full height chevrons, moving arrows
- Ability to flash lines or entire message



2755 Bankers Industrial Dr. Atlanta, Ga 30360
VOICE: 770.448.6650 FAX: 770.448.8970

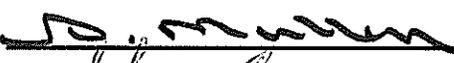
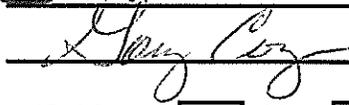
COMMITTEE / COUNCIL AGENDA

3b.)

TO: John J. Tecklenburg, Mayor
FROM: Chief Gregory Mullen DEPT. Police Department
SUBJECT: EMERGENCY LIGHTING EQUIPMENT FOR 29 EACH 2016 POLICE CARS
REQUEST: Approval to purchase Emergency Lighting Equipment for 29 each
2016 Police Cars from Campbell-Brown, Inc., 1131 White Horse Rd.,
Greenville, SC 29604. SC State Contract #4400001056

COMMITTEE OF COUNCIL: Ways & Means DATE: April 12, 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"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

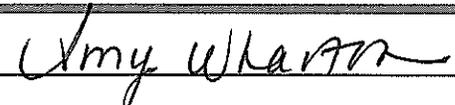
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: 200000 Account #: 52023 Kum

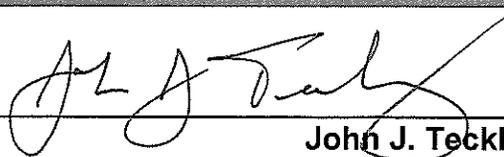
Balance in Account 1,321,334 Kum Amount needed for this item \$66,293.29

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

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: 
John J. Tecklenburg, Mayor

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

Campbell-Brown, Inc.

3814 North Graham Street/28206
 REMIT TO: PO Box 26685
 Charlotte, NC 28221
 Phone (704) 377-2551
 NC WATS (800) 849-5050

1131 White Horse Road
 PO Box 8498 Sta. A
 Greenville, SC 29604
 Phone (864) 277-4372
 SC WATS (800) 849-2426

QUOTE

QUOTE OF

Page 1

Quote Date	Expires	Authorization	Salesperson	Customer #	Terms
2/05/16			JAMES WILLIAMS	208056	NET 30 DAYS
Quote #	P.O. Number	Quoted By	Ship Via	Ppd/Cot	Shipped From
02/036040			FAC DIR		CHARLOTTE STORE

Sold To David Grudzien
 CITY OF CHARLESTON
 ATTN: ACCOUNTS PAYABLE
 PO BOX 304
 CHARLESTON, SC 29402
 843-724-7361

Ship To CITY OF CHARLESTON
 POLICE RADIO SHOP
 1950 MILFORD ST.
 NORTH CHARLESTON, SC 29405

Quantity	Stock #	Description	Unit Price	UM	Extended Price
		2016 FORD SUV MARKED (29) SC CONTRACT # 4400012370			
29	ETFBSSN-P	SOU ALTERNATING REAR FLASHER	37.7400	EA	1,094.46
29	ETSA481RSP	SOU Remote100Watt Siren	450.8400	EA	13,074.36
58	EGHST3W-12	SOU GHOST SINGLE WHITE	86.7000	EA	5,028.60
29	ETSS100N	SOU-100 WATT SPEAKER-QUOTE 3015	130.5000	EA	3,784.50
29	ETSS100CBKFV-BP	SOU-100D/100H/100L Series Speaker	18.3600	EA	532.44
29	ENFLBS1248-CUSTOM	SOU nFORCE LED BAR 48" CUSTOM	1296.0500	EA	37,585.45
			SubTotal		61,099.81
			Freight		
			Sales Tax		5,193.48
			Quote Total		66,293.29

ALL WARRANTIES ARE LIMITED TO THE WARRANTY GIVEN BY THE MANUFACTURER, AND IN NO EVENT DOES CAMPBELL-BROWN, INC. WARRANT ANY PRODUCT IT SELLS BEYOND THE STATED WARRANTY OF THE PRODUCT MANUFACTURER.
 ALL QUOTES ARE VALID FOR 60 DAYS FROM THE DATE ISSUED.

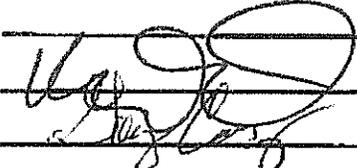
3c.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Karen Brack DEPT. Fire Department
SUBJECT: 2016 CHEVROLET TAHOE VEHICLES
REQUEST: Approval to purchase three (3) each 2016 Chevrolet Tahoe vehicles from Love Chevrolet, PO Box 8387, Columbia, SC 29202.
State Contract #4400011559

COMMITTEE OF COUNCIL: Ways & Means DATE: April 12, 2016

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

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

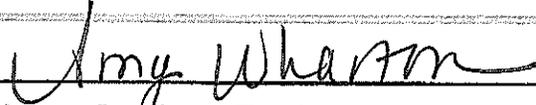
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: 062016 Account #: 58010 *Kcm*

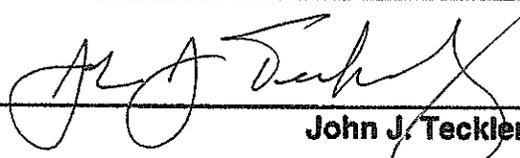
Balance in Account *** _____ Amount needed for this item \$101,608.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: * 2016 Lease Purchase 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.

2 black
1 w/ Red

Chevrolet Tahoe PPV
State Contract #44000011559
Love Chevrolet Company
803-794-9004 Phone
877-877-8197 Toll Free
803-926-7467 Fax
governmentsales@loveauto.com

Base Price -	\$33471.00
Options -	
Spot light (Left Hand) -	\$475.00
Grill wiring (lights/speaker) -	\$92.00
Remote start -	\$295.00
Dome Light Red/White -	\$165.00
Carpet w/ Mats -	\$185.00
Rear Window Switch Inop.-	\$55.00
All Weather Mats -	\$220.00
Rear Ground Studs -	\$88.00
4X4 options -	
4x4 Pursuit Rated -	\$3049.00
4x4 Non Pursuit -	\$2949.00
Aluminum Wheels -	\$581.00
Max Tow Package -	\$1017.00
- includes Alum. Wheels	
9000lb Warn Winch -	\$2075.00
-w/Grill Guard -	
Upfit fee -	\$150.00

Light and Siren Packages available upon request.

Color Availability -Silver Ice, Black, White, Champagne Silver Met., Brownstone, Slate Gray, Victory Red w/ Color Coded Body Parts (\$525.00)

LE-8: Law Enforcement Utility-4x2 SUV, Full Size, Four-Door, Flex Fuel

<u>Contract Number:</u>	4400011559	<u>Contractor:</u>	Love Chevrolet Company
<u>Initial Contract Term:</u>	11/1/15 – 10/31/16	<u>Address:</u>	PO Box 8387 Columbia, SC 29202
<u>Contract Rollover Dates:</u>		<u>Vendor #:</u>	7000044959
<u>Order Cutoff Date:</u>		<u>Contact:</u>	Donna Casey
<u>Model:</u>	Chevrolet Tahoe PPV	<u>Email:</u>	governmentsales@loveauto.com
<u>Commodity Code:</u>	07180	<u>Telephone:</u>	(803) 794-9004 ext. 7
<u>Delivery:</u>	90 – 120 days ARO	<u>Fax:</u>	(803) 926-7467

BASE PRICE = \$33,471.00

* Click on the link above for an itemized listing of items included in the base price.

Optional Additions:

4x4 Pursuit Package.....	\$3,049.00
Spot Light, Driver Side, Pillar Mounted.....	\$475.00
Vehicle Backup Camera System.....	Factory Standard
Winch (Standard State Spec).....	\$1,965.00

Optional Deductions:

Satellite Radio, Navigation, OnStar Type Equip.....	Factory Standard
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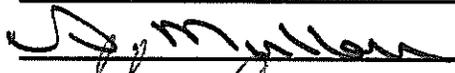
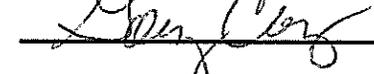
COMMITTEE / COUNCIL AGENDA

3d.)

TO: John J. Tecklenburg, Mayor
FROM: Chief Gregory Mullen DEPT. Police Department
SUBJECT: 2017 FORD FUSIONS SEDAN
REQUEST: Approval to purchase nineteen (19) each 2017 Ford Fusions Sedans from Benson Ford, 4701 Calhoun Memorial Hwy., Easley, SC 29640.
Solicitation #16-B010R.

COMMITTEE OF COUNCIL: Ways & Means DATE: April 12, 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"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

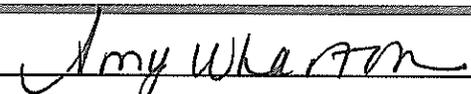
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: 062016 Account #: 58010 *KCM*

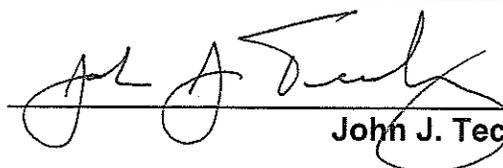
Balance in Account * Amount needed for this item \$359,898.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: * 2016 Lease Purchase 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.

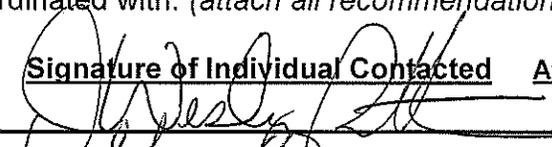
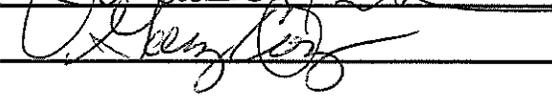
COMMITTEE / COUNCIL AGENDA

3e.)

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

COMMITTEE OF COUNCIL: Ways & Means DATE: April 12, 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"/>

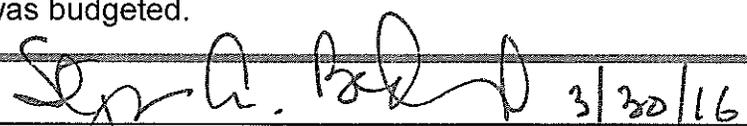
FUNDING: Was funding previously approved? Yes No N/A

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

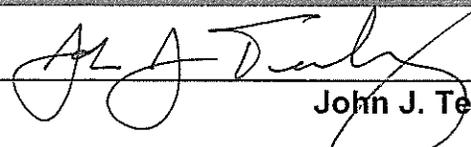
Balance in Account \$343,010 Amount needed for this item \$29,460.87
\$30,000.00 for previous app. of \$305,085.82 and this amount

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

NOTES: The initial request for \$305,085.82 approved by City Council on March 22, 2016 for this license renewal used an incorrect quote provided by Microsoft for a licensing scenario not selected by the City. The actual total needed is \$334,546.69 (\$305,085.82 previously approved + \$29,460.87 additional requested), which was budgeted.

CFO's Signature:  3/30/16

FISCAL IMPACT: clerical error. Combined total well within budgeted line item - 2016

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

Quote # 3231421
Quote Date: 3/23/2016
Valid Through: 4/30/2016

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
*** O365 GovE3 with CoreCAL Bridge ***
BTPT Scenario

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	YEAR 1 Unit Price	YEAR 1 Extended Price
Existing 1,400 Users:								
2	1,400	AAA-12417	CCALBridgO365FSA Alng MonthlySub Platform Per User	Enterprise	CoreCAL Bridge for Office365 FromSA	\$1.25	\$15.00	\$21,000.00
3	1,125	AAA-11924	O365GovE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr	Enterprise	Office365 GovE3 FromSA	\$14.03	\$168.36	\$189,405.00
4	275	AAA-11894	O365GovE3 ShrdSvr ALNG SubsVL MVL PerUsr	Enterprise	Office365 GovE3	\$17.08	\$204.96	\$56,364.00
5	1,025	KV3-00353	WINENT ALNG SA MVL Pltfrm	Enterprise	WIN ENT		\$38.78	\$39,749.50
Additional Products:								
7	5	FUD-00938	CISDataCtr ALNG SA MVL 2Proc	Additional Product	Core Infrastructure Svr Ste Datactr		\$1,316.70	\$6,583.50
8	3	YJD-01077	CISStd ALNG SA MVL 2Proc	Additional Product	Core Infrastructure Svr Ste Std		\$271.43	\$814.29
9	4	7JQ-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	Additional Product	SQL Svr Enterprise Core		\$2,225.85	\$8,903.40
10	300	6VC-02567	WinRmtDsktpSrvcsCAL ALNG SubsVL MVL PerUsr	Additional Product	Win Rmt Dsktp Svcs CAL		\$29.52	\$8,856.00
11	20	P73-05898	WinSvrStd ALNG SA MVL 2Proc	Additional Product	Windows Server Standard		\$143.55	\$2,871.00
YEAR 1 Total:								\$334,546.69

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

14 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.

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

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

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



JOHN J. TECKLENBURG
MAYOR

City of Charleston
South Carolina
Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

March 31, 2016

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

Re: BIDS AND PURCHASES

Dear Mr. Bedard:

The Committee on Ways and Means and City Council, at their respective meetings on March 22, 2016, approved the following items in Bids and Purchases:

INFORMATION TECHNOLOGY DEPARTMENT: ACCOUNT: 161000-52206 **APPROPRIATION: \$ 95,019.69**
Approval of a Maintenance Agreement with Sungard Public Sector, The Sole Source Vendor to provide maintenance and support services for the City's onsolution ERP (Enterprise Resource Planning) Financial, HR and Payroll software.

INFORMATION TECHNOLOGY DEPARTMENT: ACCOUNT: 161000-52206 **APPROPRIATION: \$305,085.82**
Approval to renew and upgrade Microsoft Enterprise Agreement for City computers and servers through SoftwareONE. SC State Contract #4400011061. 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.

POLICE DEPARTMENT: **ACCOUNT: 200000-52036** **APPROPRIATION: \$157,600.27**
Approval to purchase Ammunition from Craig's Firearm Supply, Inc. 1531-B Broad River Rd., Columbia, SC 29210. State Contract #4400010353.

Sincerely,


Vanessa Turner Maybank
Clerk of Council

Enclosures: As Stated

c: Amy Wharton, Assistant Chief Financial Officer
Wes Ratterree, Information Technology Department
Chief Mullen, Police Department
Gary Cooper, Director of Procurement
Theron Snype, Minority Business Enterprise

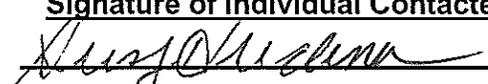
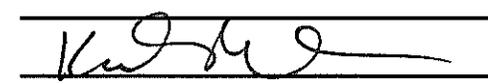
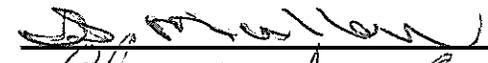
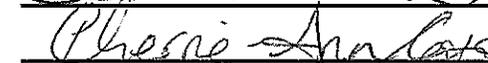
COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor
FROM: Stephen A. Bedard DEPT. BFRC
SUBJECT: POLICE & FIRE DEPARTMENTS- 2016 PORT SECURITY GRANT PROGRAM
REQUEST: To approve the submission of the 2016 FEMA Port Security Grant Program grant application in the amount of \$513,875 for the Police and Fire equipment and training requests.

COMMITTEE OF COUNCIL: W&M DATE: April 12, 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 checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Fire Department	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

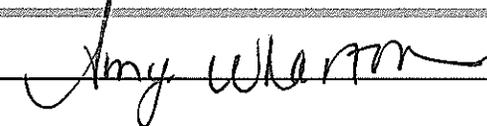
FUNDING: Was funding previously approved? Yes No N/A

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:

A 25% match of \$171,292 will be budgeted for 2017.

Mayor's Signature: 
John J. Tecklenburg, Mayor

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

2016 PSGP INVESTMENT JUSTIFICATION No. 1

For FEMA Type-II Public Safety Dive Team

Mask and communication system replacement

	Unit Price	Tax (8.5%)	Quantity	Total
Earphone / microphone assembly	\$650.00	\$55.25	10	\$7,052.50
Full face mask w/ hose & mask bag	\$850.00	\$72.25	10	\$9,222.50
Aquacom SSB-2010, 4-channel wireless transceiver (5 Watts Output Power) with related battery packs and chargers.	\$1,389.00	\$118.07	10	\$15,071.00
Mask mounts for dive lights	\$238.10	\$20.24	10	\$2,583.39
Underwater dive camera & mounts	\$581.70	\$49.44	10	\$6,311.45
CDK-6 Surface Conversion Kit	\$649.00	\$55.17	1	\$704.17

Project Subtotal	<u>\$40,945</u>
Project Grant Total	<u><u>\$40,945</u></u>

Federal Share	\$30,709
Local Share	\$10,236

2016 PSGP INVESTMENT JUSTIFICATION No. 3

Dual Fire-Police Swiftwater Team

Swiftwater Equipment & Basic Training for 20 Officers

	Per person	Tax	Quantity	Total
Training & Travel				
Swiftwater Technician Training	\$425.00	N/A	20	\$8,500.00
Per Diem (City Rate-3 day training + 2 travel days)	\$44.00	N/A	100	\$4,400.00
Lodging (GSA Standard-Chattanooga, TN). 4 nights/traveler, 10% estimate)	\$95.00	9.5	80	\$8,360.00
Transportation (City-per mile. 4 cars per trip, roundtrip, 2 trips)	\$0.54	N/A	4496	\$2,427.84
Subtotal				\$23,687.84
Supplies				
Reactor Rescue Gloves & Utility Gloves	\$87.90	7.47	20	\$1,907.43
Workbook Wetshoe	\$79.95	6.80	20	\$1,734.92
Universal Fins	\$67.50	5.74	20	\$1,464.75
Swiftwater Accessory Belt & Accessories (Knives, Carabiners and Whistles)	\$133.89	11.38	20	\$2,905.41
Throw Bag	\$69.95	5.95	12	\$910.75
Inflatable Rescue Throw Stick	\$159.00	13.52	12	\$2,070.18
Safety Lights (Snap lights, Rescue Strobes, Strobe/Light Combination)	\$139.48	11.86	20	\$3,026.72
Subtotal				\$14,020.15
Equipment				
SAR Drysuit	\$1,527.00	129.80	20	\$33,135.90
Thermal Insulation	\$250.00	21.25	20	\$5,425.00
Rescue Vest & Harness	\$548.95	46.66	20	\$11,912.22
Rescue Helmet with Vents	\$115.00	9.78	20	\$2,495.50
Quick-Change Mesh Duffel Bag	\$69.95	5.95	20	\$1,517.92
NFPA Rope Rescue Throw Bag	\$80.95	6.88	20	\$1,756.62
Gerber Suspension Multi-Tool	\$38.00	3.23	20	\$824.60
Princeton Tec Apex LED Headlamp	\$89.95	7.65	20	\$1,951.92
True North Single Universal Radio Harness	\$52.00	4.42	20	\$1,128.40
Durable Personal Flotation Device (PFD)	\$51.95	4.42	12	\$676.39
Subtotal				\$60,824.45
Project Subtotal				\$98,532
Project Grand Total				\$98,532
Federal Share				\$73,899
Local Share				\$24,633

2016 PSGP INVESTMENT JUSTIFICATION No. 4

Fire Medic Team

Tactical Paramedic Equipment and Basic Training for 6 Personnel

	Per person	Tax	Quantity	Total
Training & Travel				
TCCC training course	\$250.00	N/A	4	\$1,000.00
Per Diem (City Rate, 7 days for 4 officers)	\$44.00	N/A	28	\$1,232.00
Mileage	\$0.54	N/A	2396	\$1,293.84
Lodging (GSA Rate: Louisville, KY, with 10% tax estimate, 6 nights for 4 officers)	\$127.00	\$12.70	24	\$3,352.80
Subtotal				\$6,878.64
Equipment (Non-expendable)				
AED	\$3,100.00	\$263.50	2	\$6,727.00
Ballistic Vest with Plates	\$3,500.00	\$297.50	6	\$22,785.00
Ballistic helmet	\$525.00	\$44.63	6	\$3,417.75
Communications gear	\$1,000.00	\$85.00	6	\$6,510.00
Gas Masks with filters and bag	\$469.00	\$39.87	6	\$3,053.19
Personal dosimeters	\$600.00	\$51.00	6	\$3,906.00
Medevac GPS Unit	\$300.00	\$25.50	6	\$1,953.00
Medevac Strobes & Markers	\$350.00	\$29.75	2	\$759.50
Subtotal				\$49,111.44
Supplies (Expendable, Disposable, <\$1,000/unit)				
Basic Medical Gear	\$5,991.00	Included	1	\$5,991.00
<i>Stethoscope</i>			9	
<i>Trauma Shears 7.5 inch</i>			12	
<i>Folding knife</i>			6	
<i>CAT holders (x2)</i>			12	
<i>Headlamps</i>			6	
<i>flashlight (x2)</i>			12	
<i>Laryngoscope handle</i>			8	
<i>#3 Miller Blade</i>			8	
<i>#3 Mac Blade</i>			8	
<i>Pocket BVM</i>			28	
Level 2 Medical Gear	\$9,895.00	Included	1	\$9,895.00
<i>cricothyrotomy kits</i>			12	
<i>cook Pneumothorax Set</i>			20	
<i>Asherman chest seal</i>			20	
<i>combat compression dressing</i>			30	
<i>Eye protection</i>			12	
<i>ear protection</i>			12	
<i>TacMed IFAK</i>			6	
<i>Tourniquets</i>			30	
Level 3 Medical Bag	\$365.00	\$31.03	2	\$792.05
Level 3 Medical Gear	\$3,635.00	Included	1	\$3,635.00
<i>#1 Miller Blade</i>			4	
<i>#1 Mac Blade</i>			4	

2016 PSGP INVESTMENT JUSTIFICATION No. 4

Fire Medic Team

<i>disposable hot packs</i>			30	
<i>disposable cold packs</i>			30	
<i>foldable litter</i>			4	
<i>Emergency Thermal Blankets</i>			30	
<i>Sam Splints</i>			30	
<i>Liter IV solutions</i>			16	
<i>M1 NAAK kits</i>			18	
Level 4 Medical Bag	\$490.00	\$41.65	2	\$1,063.30
Level 4 Medical Gear	\$303.00	Included	1	\$303.00
<i>Band-aids (case)</i>			1	
<i>triple antibiotic ointment (box of 144 pks)</i>			1	
<i>moleskin (pks of 10)</i>			8	
<i>irrigation solution</i>			12	
<i>sharp shuttles (cs)</i>			1	
<i>Crush Proof Medication boxes</i>			12	
<i>Triage Tags (pks of 50)</i>			1	
Subtotal				\$21,679.35
		Project Subtotal		<u>\$77,669</u>
		Project Grand Total		<u><u>\$77,669</u></u>
		Federal share		\$58,252
		Local share		\$19,417

2016 PSGP INVESTMENT JUSTIFICATION No. 5

Fire HAZMAT Team

RAD & CBRNE Detectors

	Unit Price	Tax (8.5%)	Quantity	Total
Spectroscopic Personal Radiation Detector & Holster	\$2,250.00	\$191.25	15	\$36,618.75
ChemPro 100i CBRN Kit	\$19,995.00	\$1,699.58	1	\$21,694.58

Project Subtotal \$58,313

Project Grant Total \$58,313

Federal Share **\$43,735**

Local Share **\$14,578**

2016 PSGP INVESTMENT JUSTIFICATION No. 1

For FEMA Type-II Public Safety Dive Team

Mask and communication system replacement

	Unit Price	Tax (8.5%)	Quantity	Total
Earphone / microphone assembly	\$650.00	\$55.25	10	\$7,052.50
Full face mask w/ hose & mask bag	\$850.00	\$72.25	10	\$9,222.50
Aquacom SSB-2010, 4-channel wireless transceiver (5 Watts Output Power) with related battery packs and chargers.	\$1,389.00	\$118.07	10	\$15,071.00
Mask mounts for dive lights	\$238.10	\$20.24	10	\$2,583.39
Underwater dive camera & mounts	\$581.70	\$49.44	10	\$6,311.45
CDK-6 Surface Conversion Kit	\$649.00	\$55.17	1	\$704.17

Project Subtotal	<u>\$40,945</u>
Project Grant Total	<u><u>\$40,945</u></u>

Federal Share	\$30,709
Local Share	\$10,236

FY 2015 PORT SECURITY GRANT PROGRAM (PSGP) Sample Investment Justification (IJ) Template

Investment Heading	
Port Area	Port of Charleston
State	South Carolina
Applicant Organization	City of Charleston (Police Department)
Investment Name	Dive Response Team Enhancement Project (Year 2): Underwater Communication Systems
Investment Amount	\$40,945

I. Background

Note: This section only needs to be completed once per application, regardless of the number of investments proposed. The information in this section provides background and context for the investment(s) requested, but does not represent the evaluation criteria used by DHS/FEMA for rating individual investment proposals.

I. Provide an overview of the Port Area, MTSA regulated facility, or MTSA regulated vessel	
Response Type	Narrative
Page Limit	Not to exceed 1 page
Response Instructions	<ul style="list-style-type: none"> • Area of Operations: <ul style="list-style-type: none"> - Identify COTP Zone - Identify eligible Port Area - Identify exact location of project site (i.e., physical address of facility being enhanced) - Identify who the infrastructure (project site) is owned or operated by, if not by your own organization • Point(s) of contact for organization (include contact information): <ul style="list-style-type: none"> - Identify the organization's Authorizing Official for entering into grant agreement, including contact information - Identify the organization's primary point of contact for management of the project(s) • Ownership or Operation: <ul style="list-style-type: none"> - Identify whether the applicant is a private entity or a state or local agency • Role in providing layered protection of regulated entities (applicable to state or local agencies only): <ul style="list-style-type: none"> - Describe your organization's specific roles, responsibilities and activities in delivering layered protection • Important features: <ul style="list-style-type: none"> - Describe any operational issues you deem important to the consideration of your application (e.g., interrelationship of your operations with other eligible high-risk ports, etc.) • Ferry systems required data: <ul style="list-style-type: none"> • Infrastructure • Ridership data • Number of passenger miles • Number of vehicles per vessel, if any • Types of service and other important features • System map • Geographical borders of the system and the cities and counties served • Other sources of funding being leveraged for security enhancements

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

I. Provide an overview of the Port Area, MTSA regulated facility, or MTSA regulated vessel

Response

Area of Operations

The City of Charleston Police Department (CPD) and all of its Special Unit Teams, operate within the zone of the Port of Charleston (Type-II; controlled port), which includes the areas extending beyond the Port Area proper. There are **5 MTSA regulated facilities in the City jurisdiction**: the Passenger Terminal, Union Pier, Columbus Street Terminal, the new Carnival Cruise site and the City Marina. The Port is 1 of the largest container entry points along the East Coast and ranks among the **top 10 ports in the world for international exports**. In 2015, 2,154 large vessels transited through Charleston Harbor; 2,061 of those were cargo/container ships or barges. Those cargo/container ships and barges handled over 1.1 million containers and 1.3 million tons of dry bulk trade cargo. In the past 5 years, the Port has seen a significant increase in commercial passenger/cruise ship traffic as well as an increasing rate of ferry and touristic waterway traffic. Last year there were **93 passenger ships** that docked in the Port of Charleston. Further amplifying security concerns, the Port serves as a **holding facility for petroleum fuel for the Southeastern US** and a corridor for DoD vessels transporting personnel, equipment, and munitions through CPD jurisdiction into the **Joint Base of Charleston**. The Port is also used as a primary off-loading site for nuclear fuel for the Department of Energy. The CPD jurisdiction contains the **Ravenel Bridge (CIKR)** which, at times, is a Federal Exclusionary Zone at the discretion of the COTP. Since the Boston Marathon bombings, the Ravenel Bridge requires emergency prevention and preparedness exercises prior to the annual Cooper River Bridge Run and its 40,000 participants. Finally, the Port of Charleston is host to frequent visits by presidential candidates, dignitaries, and major conventions in its jurisdiction. All of the above factors contribute to the Port of Charleston being a prime target for catastrophic terrorist activities.

The Points of Contact :

The City of Charleston serves as the requesting agent on behalf of its departments, including the Charleston Fire and Police Departments.

- Law Enforcement Official: Chief Gregory G. Mullen, Charleston Police Department, 843.577.7434, mulleng@charleston-sc.gov
- Primary Point of Contact: Lieutenant Arthur Myers, Dive Team, Charleston Police Department Special Units, 843.518.3427, myersa@charleston-sc.gov

Ownership or Operation

The CPD is a municipal, CALEA-accredited law enforcement agency within Charleston and Berkeley Counties. The Police Department's All Hazard Plan, Maritime Incident Action Plan, and the City of Charleston's Comprehensive Emergency Management Plan address port security, and during incidents, work in collaboration with the USCG in emergency management.

Role in Layered Protection

The Port of Charleston is an example of an area protected through a series of interagency relationships and shared responsibility. The CPD and all its Special Unit Teams work with the local LEA's, USCBP, USCG, South Carolina Department of Natural Resources, South Carolina Law Enforcement Division, Project SEAHAWK, and the South Carolina Port Authority Police in order to contribute to the shared responsibility of enhancing the mission of port security.

Other Sources of Funding

The CPD has leveraged funding sources to build a FEMA typed Public Safety Dive Team. In 2015, the CPD budgeted approximately \$37,000 out of its own operating budget to purchase BC systems, tri-lam suits, vulcanized suits, and a dive computer.* Pending applications for the Dive Response Team Enhancement Project include the FY15 SLED-State Homeland Security Program for bags and rigging for \$14,719.

**Budgeted costs based on MSRP. Actual expenses may be lower.*

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

II. Strategic and Program Priorities

II.A. Provide a brief abstract of the Investment list just ONE investment.	
Response Type	Narrative
Page Limit	Not to exceed 1/2 page
Response Instructions	<p>Provide a succinct statement summarizing this investment.</p> <ul style="list-style-type: none"> • What are you requesting the funding to purchase? • What capabilities does the project provide? • What existing capabilities already exist in the Port Area similar to this project's capabilities? • Why is this project needed and how does it contribute to achieving a more secure and resilient Port Area?
Response	<p>The CPD requests funding to replace the Dive Response Team's antiquated underwater communication masks and communication systems. A new communication system for the Public Safety Dive Team increase the Team's Search and Protection Capabilities. If awarded, communication would tie-in with Charleston County and SLED systems, increase diver safety, and bring the CPD Dive Response Team to be one step closer to becoming a FEMA Tier-II Public Safety Dive Team, 1 of 2 in South Carolina.</p> <p>The Port's lacks strong underwater screening, protection and prevention capabilities. The USCG does not have a local Dive Team. Therefore, the federal government is 100% reliant on local and state teams to perform any underwater missions. Additionally, when classified materials and Department of Energy shipments are received or transported, the NWS calls out to area teams to screen for WMD devices concealed below the waterline on the vessel, contents, and wharf structure. The CPD is possibly the largest dive team in the region however, no one team can clear the area in the timeframe required for the shipments. A joint effort will always be required for timely and accurate screenings.</p> <p>Mutual aid requests to screen Wharf Alpha at the Naval Weapons Station (NWS)-Charleston occur 4- 6 times a year in addition to monthly call-outs in the City's jurisdictional waters. The Team's masks are out-of-warranty and not audible in salt water. They do not connect with partnering agency systems. The current masks are 8 years old and feature only a single seal. A double seal mask is considered by the FFM as a "best practice" for contaminated water operations. Finally, FEMA resource definitions require it to accompany each diver's communication system. Improved and interconnected communication would increase the timeliness and accuracy of underwater screening and thus, port security.</p>

II.B. Describe how the investment will address one or more of the PSGP priorities and/or the Goal core capabilities within the Area Maritime Security Plan, facility security plan, vessel security plan, or alternate security program plan	
Response Type	Narrative
Page Limit	Not to exceed 1/2 page
Response Instructions	<ul style="list-style-type: none"> • Describe how, and the extent to which, the investment addresses: • Enhancement of Maritime Domain Awareness • Enhancement of IED and CBRNE prevention, protection, response and recovery capabilities • Port resilience and recovery capabilities • Enhancing Cybersecurity capabilities • Training and exercises • Efforts supporting the implementation of TWIC • Describe how the investment builds or sustains one or more of the

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	<p>Goal core capabilities</p> <ul style="list-style-type: none"> List the plan and/or supporting documents that identifies the gap or deficiency this project addresses? How will the project close the identified gap or deficiency in one of more of the core capabilities? Area Maritime Security Plan and/or Captain of the Port Priorities
Response	<p>An investment in new underwater communication systems would build upon the IED and CBRNE prevention, protection, response and recovery capabilities. The CPD Dive Team's core capabilities are screening, searches and protection against IED and CBRNE hazards. The CPD provides these services to Ports Authority and security partners (e.g. SEAHAWK) to 19 high-risk sites as detailed in the CPD Emergency Operations Response Plan to Maritime & Industrial Incidents.</p> <p>For example, the CPD Dive Team screened and rendered safe procedures for the Vice President's visit to the Wando Terminal in February 2015. Additionally, the unit is charged with technical and intrusive searches in detecting LIMPIDS and LIMPIDS containing narcotics headed to the Port of Charleston (Group II Port; CIKR) on military vessels, cargo ships, Ro-Ro's, or ferries. Finally, the CPD Dive Team screens DoE resources entering Wharf Alpha, as detailed in the previous section.</p> <p>In conclusion, the CPD Dive Team's screening, search and protection capability is limited. A lack of resources lowers the capacity of all jurisdictions when responding to a major threat to the Port Area. Possession of new communication masks and cameras would complement the Port Area's mutual aid requests with the North Charleston and Charleston County Dive Teams and thus, prevention and protection capabilities for the Port Area.</p>

III. Impact

III.A. Describe how the project offers the highest risk reduction potential at the least cost.	
Response Type	Narrative
Page Limit	Not to exceed 1/2 page
Response Instructions	<ul style="list-style-type: none"> Discuss how the project will reduce risk in a cost effective manner <ul style="list-style-type: none"> Discuss how this investment will reduce risk (e.g., reduce vulnerabilities or mitigate the consequences of an event) by addressing the needs and priorities identified in earlier analysis and review
Response	<p>A one-time equipment investment in new communication systems is a safe and cost-effective investment for the CPD Dive Team. Not only is the Buddy Phone system ineffective in a maritime environment, repairs to the phones are extremely expensive. The investment would increase the overall safety of the Dive Team, as current systems are 8 years old, lack interoperability, and call quality.</p> <p>Enhanced communication would increase officer safety underwater in case of entanglement. It would also increase the safety of members above surface through quick and clear communication of underwater hazards.</p> <p>Finally, the communication system, comprised of the masks, mounts, cameras, earphones would be identical. According to NFTA standards, the standardization of gear is a key component to underwater safety when assistance to a fellow officer is required.</p> <p>The communication system identified by the CPD is interchangeable and customizable in its design. This allows for parts replacement without requiring an entirely new mask system purchase.</p>

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III.B. Describe current capabilities similar to this Investment

Response Type	Narrative
Page Limit	Not to exceed 1/2 page
Response Instructions	<ul style="list-style-type: none"> Describe how many agencies within the port have existing equipment that are the same or have similar capacity as the proposed project Include the number of existing capabilities within the port that are identical or equivalent to the proposed project
Response	<p>The USCG does not maintain its own dive team. Therefore, it is 100% reliant on local units for mutual aid requests for the Port of Charleston. The Charleston County Sheriff's Office and North Charleston Police Department maintain smaller Dive Team units than the CPD. No public safety dive team in the area is at a FEMA Tier-II certification.</p> <p>Masks and communication units officer-issued and necessary for individual safety. To insure the quality and warranty of personal safety gear, agencies typically maintain their own inventories. Therefore, the masks and their communication units are not transferrable or shareable with other dive teams in the Port Area.</p>

IV. Funding & Implementation Plan

IV.A. Provide a high-level timeline, milestones and dates, for the implementation of this Investment such as stakeholder engagement, planning, major acquisitions or purchases, training, exercises, and process/policy updates. Up to 10 milestones may be provided.

Response Type	Narrative
Page Limit	Not to exceed 1 page
Response Instructions	<ul style="list-style-type: none"> Only include major milestones that are critical to the success of the Investment Milestones are for this discrete Investment – those that are covered by the requested FY 2015 PSGP funds and will be completed over the 36-month grant period starting from the award date, giving consideration for review and approval process up to 12 months (estimate 36-month project period) Milestones should be kept to high-level, major tasks that will need to occur (i.e., Design and development, begin procurement process, site preparations, installation, project completion, etc.) List any relevant information that will be critical to the successful completion of the milestone (such as those examples listed in the question text above) <p><i>Note: Investments will be evaluated on the expected impact on security relative to the amount of the investment (i.e., cost effectiveness). An itemized Budget Detail Worksheet and Budget Narrative must also be completed for this investment. See following section for a sample format</i></p>
Response	<ol style="list-style-type: none"> Begin Procurement Process: November 2016 Receive & Serialize Equipment: January 2017 Begin Training Exercises (to become familiar with equipment): February 2017 Implement Equipment for Operational Use: March 2017

IJ Submission and File Naming Convention

IJs must be submitted with the grant application as a file attachment within <https://portal.fema.gov>. Applicants must use the following file naming convention when submitting their IJs as part of the FY 2015 PSGP Program:

COTP Zone Abbreviation_Port Area_Name of Applicant_IJ Number (Example: Hous_Galveston_XYZ Oil_IJ#1)

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FY 2015 PORT SECURITY GRANT PROGRAM (PSGP) Sample Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist applicants in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel. List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Total Personnel		

B. Fringe Benefits. Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Computation	Cost
Total Fringe Benefits		

C. Travel. Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to three-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied: Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Total Travel				

D. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used). Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Computation	Cost
Earphone / Microphone assembly	10 @ 650.00 plus 8.5% tax	\$7,053
Full Face Mask (Double Sealed)	10 @ 850.00 plus 8.5% tax	\$9,223
Aquacom SSB-2010, 4-channel transceiver (5 Watts Output Power)	10 @ 1,389.00 plus 8.5% tax	\$15,071

Mask mounts for dive lights	10 @ 238.10 plus 8.5% tax	\$2,583
Underwater dive camera & mounts	10 @ \$581.70 plus 8.5% tax	\$6,311
CDK-6 Surface Conversion Kit	1 @ 649.00 plus 8.5% tax	\$704
Total Equipment		40,945

Earphone/Microphone Assembly: This equipment would allow for hookups for both wireless or wired communications.

Full Face Mask (Double Sealed): Full, double-sealed face masks are identified as an FFM "best practice" for contaminated water operations, thereby increasing officer safety. The Dive Team's current AGA masks are 8 years old and single-sealed. Repairing the AGA masks costs approximately \$250 each.

Aquacoms: A new water communication system would feature additional transmission channels and coverage areas. The current Buddy Phones in use by the Dive Team are only .5 watts, in comparison to a potential 5 watts capacity. A new and more powerful system will improve interagency communication in joint exercises and increase interoperability.

Mask Mounts: The mounts would secure the handheld dive lights that the CPD has acquired for each of its divers for the Charleston Harbors turbid water.

Underwater Dive Camera & Mounts: Each camera comes with its charger and mount. The cameras mount onto the diver helmet. The images captured can be used to identify possible hazardous material underwater to HAZMAT teams.

CDK-6 Surface Conversion Kit: The conversion kits would convert the underwater channels to the surface unit during operations.

E. Supplies. List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy and threshold amount for classification of supplies may be used). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Total Supplies		

F. Consultants/Contracts. Indicate whether the applicant's procurement policy follows standards found in 2 C.F.R. § 200.318(a).

Consultant Fees: For each consultant enter the name, if known, service to be provided, reasonable daily or hourly (8-hour day), and estimated time on the project to include M&A.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Name of Consultant	Service Provided	Computation	Cost
Subtotal – Consultant Fees			

Consultant Expenses: List all reasonable expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.).

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Location	Computation	Cost
Subtotal – Consultant Expenses			

Contracts: Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Any sole source contracts must follow the requirements set forth in 2 C.F.R. Part 200.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Cost
Subtotal – Contracts	
	\$
Total Consultants/Contracts	
	\$

G. Other Costs. List items (e.g., reproduction, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, and provide a monthly rental cost and how many months to rent.

Budget Narrative: Provide a narrative budget justification for each of the budget items identified.

Important Note: If applicable to the project, construction costs should be included in this section of the Budget Detail Worksheet.

Description	Computation	Cost
		\$
Total Other		\$

H. Indirect Costs. Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
		\$
Total Indirect Costs		\$

Budget Summary - When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Amount	Non-Federal Amount
A. Personnel		
B. Fringe Benefits		

C. Travel		
D. Equipment	\$30,709	\$10,236
E. Supplies		
F. Consultants/Contracts		
G. Other		
H. Indirect Costs		

Total Requested Federal Amount	Total Non-Federal Amount
\$30,709	\$10,236
Combined Total Project Costs	
\$40,945	

Detailed Budget Submission and File Naming Convention

Detailed budgets must be submitted with the grant application as a file attachment within <https://portal.fema.gov>. Applicants must use the following file naming convention when submitting their detailed budgets as part of the FY 2015 PSGP Program:

COTP Zone Abbreviation_Port Area_Name of Applicant_IJ Number_Budget (Example: Hous_Galveston_XYZ_1_Budget)

2016 PSGP INVESTMENT JUSTIFICATION No. 2

POLICE EOD SWAT

Command Operations Vehicle & Open Vision System

	Per person	Tax (8.5%)	Quantity	Total
EOD Command Operations Vehicle	\$235,000.00	19975.00	1	\$254,975.00
<i>Painting & Graphics</i>		0.00	0	\$0.00
<i>Radio Ports (4) & Wiring</i>		0.00	0	\$0.00
<i>Sirens & Light Kits</i>		0.00	0	\$0.00
 Open Vision System	 \$71,000.00	 6035.00	 1	 \$77,035.00
<i>Video X-Ray</i>		0.00	0	\$0.00
<i>Digital Video Recorder</i>		0.00	0	\$0.00
<i>LCD Monitor</i>		0.00	0	\$0.00
<i>Wireless Transmitter</i>		0.00	0	\$0.00
<i>Backpack</i>		0.00	0	\$0.00
<i>Remote Entry Cable & Attachments</i>		0.00	0	\$0.00
 Tactical Breaching Torch Kit				
PC/TACMOD1	\$3,540.00	\$300.90	1	\$3,840.90
Mini-Tac Portable Breaching Torch	\$3,425.00	\$291.13	1	\$3,716.13
Mini-Breaching Saw	\$1,295.00	\$110.08	1	\$1,405.08
 Ballistic Plate (Need 2 plates per member. 27 members)	 \$525.00	 44.63	 54	 \$30,759.75
 Live-Feed Helmet-Worn Camera Kit (includes camera, mounts, licenses, battery packs)	 \$2,000.00	 170.00	 4	 \$8,680.00
Entry Helmet & Vest Kit	\$3,000.00	255.00	9	\$29,295.00
				 Project Subtotal
				Project Grant Total
				 Federal Share
				\$307,280
				Local Share
				\$102,427

FY 2015 PORT SECURITY GRANT PROGRAM (PSGP) Sample Investment Justification (IJ) Template

Investment Heading	
Port Area	Port of Charleston
State	South Carolina
Applicant Organization	City of Charleston Police Department
Investment Name	Enhancing IED & CBRNE Threat Response and Recovery
Investment Amount	\$409,707

I. Background

Note: This section only needs to be completed once per application, regardless of the number of investments proposed. The information in this section provides background and context for the investment(s) requested, but does not represent the evaluation criteria used by DHS/FEMA for rating individual investment proposals.

I. Provide an overview of the Port Area, MTSA regulated facility, or MTSA regulated vessel	
Response Type	Narrative
Page Limit	Not to exceed 1 page
Response Instructions	<ul style="list-style-type: none"> • Area of Operations: <ul style="list-style-type: none"> - Identify COTP Zone - Identify eligible Port Area - Identify exact location of project site (i.e., physical address of facility being enhanced) - Identify who the infrastructure (project site) is owned or operated by, if not by your own organization • Point(s) of contact for organization (include contact information): <ul style="list-style-type: none"> - Identify the organization's Authorizing Official for entering into grant agreement, including contact information - Identify the organization's primary point of contact for management of the project(s) • Ownership or Operation: <ul style="list-style-type: none"> - Identify whether the applicant is a private entity or a state or local agency • Role in providing layered protection of regulated entities (applicable to state or local agencies only): <ul style="list-style-type: none"> - Describe your organization's specific roles, responsibilities and activities in delivering layered protection • Important features: <ul style="list-style-type: none"> - Describe any operational issues you deem important to the consideration of your application (e.g., interrelationship of your operations with other eligible high-risk ports, etc.) • Ferry systems required data: <ul style="list-style-type: none"> • Infrastructure • Ridership data • Number of passenger miles • Number of vehicles per vessel, if any • Types of service and other important features • System map • Geographical borders of the system and the cities and counties served • Other sources of funding being leveraged for security enhancements

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I. Provide an overview of the Port Area, MTSA regulated facility, or MTSA regulated vessel

Response

Area of Operations

The City of Charleston Police Department (CPD) and all of its Special Unit Teams, operate within the zone of the Port of Charleston (Type-II; controlled port), which includes the areas extending beyond the Port Area proper. There are 5 MTSA regulated facilities in the CPD jurisdiction: the Passenger Terminal, Union Pier, Columbus Street Terminal, the new Carnival Cruise site and the City Marina. The Port is one of the largest container entry points along the East Coast and ranks among the top 10 ports in the world for international exports. In 2015, 2,154 large vessels transited through Charleston Harbor; 2,061 of those were cargo/container ships or barges. Those cargo/container ships and barges handled over 1.1 million containers and 1.3 million tons of dry bulk trade cargo. In the past 5 years, the Port has seen a significant increase in commercial passenger/cruise ship traffic as well as an increasing rate of ferry and touristic waterway traffic. Last year there were **93 passenger ships** that docked in the Port of Charleston. As a Port of Call, it is now expanding the dock area for more frequent cruises. Further amplifying security concerns, the Port serves as a **holding facility for petroleum fuel for the Southeastern US** and a corridor for DoD vessels transporting personnel, equipment, and munitions through CPD jurisdiction into the Joint Base of Charleston. The Port is also used as a **primary off-loading site for nuclear fuel for the Department of Energy**. The CPD jurisdiction contains the Ravenel Bridge (CIKR) which, at times, is a Federal Exclusionary Zone at the discretion of the COTP. Since the Boston Marathon bombings, the Ravenel Bridge requires emergency prevention and preparedness exercises prior to the annual Cooper River Bridge Run and its 40,000 participants. Finally, the Port of Charleston and surrounding area host frequent visits by presidential candidates, dignitaries, and major conventions in its jurisdiction. All of the above factors contribute to the Port of Charleston being a prime candidate/target for catastrophic terrorist activities.

The Points of Contact :

The City of Charleston serves as the requesting agent on behalf of its departments, including the Charleston Fire Department and the Charleston Police Department.

- Law Enforcement Official: Chief Gregory G. Mullen, Charleston Police Department, 843.720.2418, mulleng@charleston-sc.gov
- Primary Point of Contact: Deputy Chief Anthony Elder, Operations, Charleston Police Department, 843.720.2463, eldert@charleston-sc.gov

Ownership or Operation

The CPD is a municipal, CALEA-accredited law enforcement agency within Charleston and Berkeley Counties. The Police Department's All Hazard Plan, Maritime Incident Action Plan, and the City of Charleston's Comprehensive Emergency Management Plan address port security, and during incidents, work in collaboration with the USCG in emergency management.

Role in Layered Protection

The Port of Charleston is an example of an area protected through a series of interagency relationships and shared responsibility. The CPD and all its Special Unit Teams work with the local LEA's, USCBP, USCG, South Carolina Department of Natural Resources, South Carolina Law Enforcement Division, US Customs & Border Protection, Project SEAHAWK, and the South Carolina Port Authority Police in order to contribute to the shared responsibility of enhancing the mission of port security.

Other Sources of Funding

The CPD maintains FEMA Tier Type-II EOD and SWAT Response Units. The City has no pending applications for EOD or SWAT units at this time.

II. Strategic and Program Priorities

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II.A. Provide a brief abstract of the Investment list just ONE investment.

Response Type	Narrative
Page Limit	Not to exceed 1/2 page
Response Instructions	<p>Provide a succinct statement summarizing this investment.</p> <ul style="list-style-type: none"> • What are you requesting the funding to purchase? • What capabilities does the project provide? • What existing capabilities already exist in the Port Area similar to this project's capabilities? • Why is this project needed and how does it contribute to achieving a more secure and resilient Port Area?
Response	<p>The CPD proposes an investment that would enhance the security of the Port of Charleston through CPD's Explosive Devices Team (EDT) and SWAT teams. <u>This investment would enhance the department's ability to detect, respond, as well as recover from CBRNE and IED threats.</u> This need was identified after the February 2015 WMD & National Stabilization Program, conducted by the FBI for the CPD.</p> <p>The CPD maintain two special units that deploy jointly during an IED, CBRNE or human-caused threat. EDT members include 5 HDS (Hazardous Devices School) certified technicians and 2 certified explosive devices canine and handlers. The City also maintains a 27-member SWAT Team that includes cross-training for EDT members. Each of these teams work and train in concert with each other. As the Port Area falls within the CPD's jurisdiction, the teams act as 1st responders for IED and CBRNE hazards.</p> <p>The CPD requests a new EOD Command Operations Vehicle, an Open Vision X-Ray system, breaching equipment, new and safer ballistic plates, helmet and vests kits, and SWAT live-feed cameras. This equipment would replace an aging and ill-fitting Command Vehicle, feature a dedicated area for robotic operations, increase IED detection capabilities with better X-Ray equipment, provide SWAT the equipment necessary to breach hardened and/or industrial facilities, and increase the safety of officers in forward-deployment into a the Port Area during a lockdown. The SWAT lacks breaching equipment while the EOD is over-due for replacements. In sum, the investment would increase detection, response and recovery capabilities.</p> <p>The EDT and SWAT respond to calls for service on the Port of Charleston and takes part in special events at the Port of Charleston, as well as the property surrounding it. Much of the Port Area falls with the CPD's jurisdiction and jurisdictional waters. Therefore, the CPD serves as the incident command for Port call-outs, for screening and protection during dignitary visits, and major Department of Energy shipments.</p>

II.B. Describe how the investment will address one or more of the PSGP priorities and/or the Goal core capabilities within the Area Maritime Security Plan, facility security plan, vessel security plan, or alternate security program plan

Response Type	Narrative
Page Limit	Not to exceed 1/2 page
Response Instructions	<ul style="list-style-type: none"> • Describe how, and the extent to which, the investment addresses: • Enhancement of Maritime Domain Awareness • Enhancement of IED and CBRNE prevention, protection, response and recovery capabilities • Port resilience and recovery capabilities • Enhancing Cybersecurity capabilities • Training and exercises

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	<ul style="list-style-type: none"> • Efforts supporting the implementation of TWIC • Describe how the investment builds or sustains one or more of the Goal core capabilities • List the plan and/or supporting documents that identifies the gap or deficiency this project addresses? • How will the project close the identified gap or deficiency in one of more of the core capabilities? • Area Maritime Security Plan and/or Captain of the Port Priorities
Response	<p><u>EOD Command Vehicle:</u> The CPD's current "Command Vehicle" is a 1993 Chevrolet box truck unable to hold a growing amount of equipment. A new vehicle would feature a dedicated operator area for storing, directing, and monitoring the EDT robot. A new vehicle would also feature storage space and up-date-wiring for the EDT's digital x-ray systems. The current box truck lacks a customizable interior to secure and store Hazmat gear and SCBA pressurized tanks. Presently, the pressurized tanks are secured inside using plastic shipping containers. A new vehicle with climate control, a customizable interior, and upgraded electrical wiring would ensure better care of existing equipment and enhance mobile robotic deployments in the Port Area. In turn, this would build upon IED and CBNRE prevention and recovery capabilities.</p> <p><u>Open Vision System:</u> In an IED threat at the Port Area, the X-Ray system would scan items left in an evacuation or port lock-down. This is a live-feed, portable scanning system that would increase the safety of officers and the port due to the quick turnaround. It is especially needed for the weekly cruise ships that come to the Port of Charleston and any unattended baggage left in the Port Area. This system would increase CBRNE and IED prevention by scanning bags of attendees and media personnel entering dignitary visits and leaving cruise lines. Thus, the system would enhance IED prevention capabilities.</p> <p><u>Breaching Tools:</u> If EDT increases the capability to identify an IED, then SWAT requires the tools access it. The SWAT's current capabilities are appropriate for accessing homes, not hardened port facilities. The investment provides SWAT the necessary equipment to breach a vessel or facility to contain a crew while City Fire Department HAZMAT teams address the CBRNE threat. The breaching tools are able to precision-cut locks, cut through hurricane-proof glass and port-holes, and remove the bolts to CONEX boxes. Since the SWAT is the 1st unit to enter and clear a "hot" area for EOD and Tactical Medics to enter, it is imperative that they have the tools to swiftly and safely execute their mission. Therefore, the tools would enhance Port recovery capabilities.</p> <p><u>SWAT Live-Feed Cameras & Protective Gear:</u> In 2013, at the Washington Navy Yard, an active shooter took 12 lives and closed the facility for 5 months. In the event of an active shooter/terrorist threat in the Port Area, the SWAT would conduct the forward deployment into the yard and facilities. The ballistic plates, helmets and vests would invest in officer safety to the scale required for large-facility action. The live feed from the 4 helmet-mounted cameras would be accessible through app-based software at the EOD's Mobile Command Vehicle and at SEAHAWK. Therefore, this investment would greatly improve the Port recovery capability, civilian security, and officer safety.</p>

III. Impact

III.A. Describe how the project offers the highest risk reduction potential at the least cost.	
Response Type	Narrative
Page Limit	Not to exceed 1/2 page

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Response Instructions	<ul style="list-style-type: none"> Discuss how the project will reduce risk in a cost effective manner <ul style="list-style-type: none"> Discuss how this investment will reduce risk (e.g., reduce vulnerabilities or mitigate the consequences of an event) by addressing the needs and priorities identified in earlier analysis and review
Response	<p>The items in this investment are cost-effective and reduce risk. Firstly, the safety requests under SWAT would reduce loss of life and injuries. The plates carry a 25-year manufacturer warranty, making it a sustainable investment. The SWAT cameras, just 4 for the entire team, would provide intel for faster and safer clearances. A proper Command Vehicle would reduce equipment damage for contents inside the vehicle. The X-Ray System's direct-to-computer scanning capabilities would shorten down-times and therefore reduce lost revenue for the Port Area when rendering safe procedures.</p> <p>The requests are one-time investments are compatible with existing systems. All equipment with a fair market value of \$5,000 and above is recorded as capitalized equipment by the City of Charleston. The City adheres to the federal property standards outlined in 2 CFR 200 Subpart D-Subtitle II.</p>

III.B. Describe current capabilities similar to this Investment

Response Type	Narrative
Page Limit	Not to exceed 1/2 page
Response Instructions	<ul style="list-style-type: none"> Describe how many agencies within the port have existing equipment that are the same or have similar capacity as the proposed project Include the number of existing capabilities within the port that are identical or equivalent to the proposed project
Response	<p>The Port is reliant upon localities for IED/CBRNE mutual aid requests. The EDT is regularly called upon by the Port and its partners to conduct special screenings. For example, in December 2014, the EDT was called to screen the new USCG cutter, USS Hamilton. Call-outs such as this are regular occurrences as the Port does not maintain its own EDT and is thus 100% reliant on local LEA's. The SWAT carries out annual active-shooter exercises with partners at Frasier Elementary and with local universities.</p> <p>The Charleston County SWAT Teams and the Charleston Fire Department have breaching saws and torches. Area SWAT Teams have protective vests, helmets, and plates. However, these are officer-issued and necessary for individual safety. To insure the quality and warranty of personal safety gear, agencies typically maintain their own inventories.</p> <p>There is a limited number of existing X-Ray scanning capabilities in the Port Area. Despite the fact that Charleston County EOD has X-Ray scanning capabilities, the CPD EOD is the 1st responding agency for Charleston's cruise ship docks and terminals. In 2015, there were 93 passenger ships that required screening. Currently, the EOD canines are deployed for cruise ship screenings however, additional coverage is needed. Furthermore, dignitary visits and large events require the CPD EOD to have 2 X-Ray scanning systems present. To accommodate events such as Joe Biden's visits to the Wando Terminal, the CPD must call upon Charleston County EOD and coordinate the transfer of SLED X-Ray system from the state capitol.</p>

IV. Funding & Implementation Plan

IV.A. Provide a high-level timeline, milestones and dates, for the implementation of this investment such as stakeholder engagement, planning, major acquisitions or purchases, training, exercises, and process/policy updates. Up to 10 milestones may be provided.

Response Type	Narrative
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WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

Page Limit	Not to exceed 1 page																
Response Instructions	<ul style="list-style-type: none"> • Only include major milestones that are critical to the success of the Investment • Milestones are for this discrete Investment – those that are covered by the requested FY 2015 PSGP funds and will be completed over the 36-month grant period starting from the award date, giving consideration for review and approval process up to 12 months (estimate 36-month project period) • Milestones should be kept to high-level, major tasks that will need to occur (i.e., Design and development, begin procurement process, site preparations, installation, project completion, etc.) • List any relevant information that will be critical to the successful completion of the milestone (such as those examples listed in the question text above) <p><i>Note: Investments will be evaluated on the expected impact on security relative to the amount of the investment (i.e., cost effectiveness). An itemized Budget Detail Worksheet and Budget Narrative must also be completed for this investment. See following section for a sample format</i></p>																
Response	<table> <tr> <td>1. Begin Procurement Process (with bids & solicitations):</td> <td>November 2016</td> </tr> <tr> <td>2. Receive SWAT Equipment:</td> <td>January 2017</td> </tr> <tr> <td>3. Close Procurement Process (of bids & solicitations):</td> <td>April 2017</td> </tr> <tr> <td>4. Complete SWAT training on SWAT equipment:</td> <td>April 2017</td> </tr> <tr> <td>5. Receive Command Vehicle & X-Ray System:</td> <td>May 2017</td> </tr> <tr> <td>6. Outfit Command Vehicle with wiring, graphics, and light kits:</td> <td>July 2017</td> </tr> <tr> <td>7. Complete EOD training on EOD equipment:</td> <td>August 2017</td> </tr> <tr> <td>8. Close Grant:</td> <td>October 2017</td> </tr> </table>	1. Begin Procurement Process (with bids & solicitations):	November 2016	2. Receive SWAT Equipment:	January 2017	3. Close Procurement Process (of bids & solicitations):	April 2017	4. Complete SWAT training on SWAT equipment:	April 2017	5. Receive Command Vehicle & X-Ray System:	May 2017	6. Outfit Command Vehicle with wiring, graphics, and light kits:	July 2017	7. Complete EOD training on EOD equipment:	August 2017	8. Close Grant:	October 2017
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IJ Submission and File Naming Convention

IJs must be submitted with the grant application as a file attachment within <https://portal.fema.gov>. Applicants must use the following file naming convention when submitting their IJs as part of the FY 2015 PSGP Program:

COTP Zone Abbreviation_Port Area_Name of Applicant_IJ Number (Example:
Hous_Galveston_XYZ Oil_IJ#1)

FY 2015 PORT SECURITY GRANT PROGRAM (PSGP) Sample Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist applicants in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel. List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Total Personnel		

B. Fringe Benefits. Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Computation	Cost
Total Fringe Benefits		

C. Travel. Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to three-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied: Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Total Travel				

D. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used). Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Computation	Cost
EOD Command Operations Vehicle & Outfitting	1 @ \$235,000.00 plus 8.5% tax	\$254,975
Open Vision System & Accessories	1 @ \$71,000 plus 8.5% tax	\$77,035
Tactical Breaching Torch Kit PC/TACMOD1	1 @ \$3,540.00 plus 8.5% tax	\$3,841

Mini-Tac Portable Breaching Torch	1 @ \$3,540.00 plus 8.5% tax	\$3,716
Mini-Breaching Saw	1 @ \$1,295.00 plus 8.5% tax	\$1,405
Ballistic Plate (Need 2 plates per member. 27 members)	27 members x 2 plates/member = 54 plates @ \$525.00 each plus 8.5% tax	\$30,760
Live-Feed Helmet-Worn Camera Kit (includes camera, mounts, licenses, battery packs)	4 @ \$2,000 plus 8.5% tax	\$8,680
Entry Helmet & Vest Kit	9 @ \$3,000 plus 8.5% tax	\$29,295
Total Equipment		\$409,707

EOD Command Operations Vehicle (Controlled Property): The EOD Command Operations Vehicle is a tactical vehicle that would replace the departments aging vehicle. The vehicle would be painted, rigged with radio ports and wiring, and installed with a light kit. The electronic equipment and gear maintained in the old vehicle would be moved and installed in the new one.

Open Vision System: The system includes an open vision video x-ray, digital video recorder, LCD monitor, wireless transmitter, backpack, remote entry cable and robot attachment. The open Vision system is an x-ray tool utilized to scan unattended items and or items in the area of a bomb threat or where an evacuation has taken place.

Tactical Breaching Torch Kit PC/TACMOD1: The portable breaching torch kit is capable of cutting 1" thick steel within minutes. The kit includes a torch, oxygen cylinder, regulator, hoses, backpack, battery ignition accessories, rod extender, rod quivers, leather shield, gloves, safety goggles, chargers and storage case.

Mini-Tac Breaching Torch Kit: This item is the smaller of the kits. The mini-kit is used for incision cuts such as locks. The kit includes two cylinders, submersible oxygen regulator, torch, oxygen hose, 2-pole striker plate with cover, battery assembly with charger, 18" rod extender, Molle carry pouch, leather shield, protective gloves, safety glasses, sample packets of 3/8" and 1/4" diameter cutting rods, collets to fit 3/16", 1/4" and 3/8" cutting rods, hose, and bag.

Mini-Breaching Saw: This is a cordless, portable saw is able to cut chains, hardened locks, window bars, door hinges, sheet metal and safety glass in order to create entryways.

Ballistic Plate (requesting 2 plates per member for 27 members): These individual lightweight body plates insert into tactical team members vests for additional ballistic protection.

Live-Feed Helmet-Worn Camera Kit (includes camera, mounts, licenses, battery packs): The live-feed camera kit includes helmet mounts, video streamers, batteries and chargers, and licensing. The video feed would be viewed by SWAT command and the Emergency Operations Center.

Entry Helmet & Vest Kit: Each kit includes helmet and vest. The SWAT team intends to generate a rotation of new and expiring vests by acquiring 4 kits per year in order to minimize the cost burden required to outfit a 27-member team.

E. Supplies. List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy and threshold amount for classification of supplies may be used). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Total Supplies		

F. Consultants/Contracts. Indicate whether the applicant's procurement policy follows standards found in 2 C.F.R. § 200.318(a).

Consultant Fees: For each consultant enter the name, if known, service to be provided, reasonable daily or hourly (8-hour day), and estimated time on the project to include M&A.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Name of Consultant	Service Provided	Computation	Cost
Subtotal – Consultant Fees			

Consultant Expenses: List all reasonable expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.).

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Location	Computation	Cost
Subtotal – Consultant Expenses			

Contracts: Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Any sole source contracts must follow the requirements set forth in 2 C.F.R. Part 200.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Cost
Subtotal – Contracts	\$

Total Consultants/Contracts \$

G. Other Costs. List items (e.g., reproduction, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, and provide a monthly rental cost and how many months to rent.

Budget Narrative: Provide a narrative budget justification for each of the budget items identified.

Important Note: If applicable to the project, construction costs should be included in this section of the Budget Detail Worksheet.

Description	Computation	Cost
		\$
	Total Other	\$

H. Indirect Costs. Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
		\$
	Total Indirect Costs	\$

Budget Summary - When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Amount	Non-Federal Amount
A. Personnel		
B. Fringe Benefits		
C. Travel		
D. Equipment	\$307,280	\$102,427
E. Supplies		
F. Consultants/Contracts		
G. Other		
H. Indirect Costs		

Total Requested Federal Amount	Total Non-Federal Amount
\$307,280	\$102,427
Combined Total Project Costs	
\$409,707	

Detailed Budget Submission and File Naming Convention

Detailed budgets must be submitted with the grant application as a file attachment within <https://portal.fema.gov>. Applicants must use the following file naming convention when submitting their detailed budgets as part of the FY 2015 PSGP Program:

COTP Zone Abbreviation_Port Area_Name of Applicant_IJ Number_Budget (Example: Hous_Galveston_XYZ_1_Budget)

2016 PSGP INVESTMENT JUSTIFICATION No. 3

Dual Fire-Police Swiftwater Team

Swiftwater Equipment & Basic Training for 20 Officers

	Per person	Tax	Quantity	Total
Training & Travel				
Swiftwater Technician Training	\$425.00	N/A	20	\$8,500.00
Per Diem (City Rate-3 day training + 2 travel days)	\$44.00	N/A	100	\$4,400.00
Lodging (GSA Standard-Chattanooga, TN). 4 nights/traveler, 10% estimate)	\$95.00	9.5	80	\$8,360.00
Transportation (City-per mile. 4 cars per trip, roundtrip, 2 trips)	\$0.54	N/A	4496	\$2,427.84
Subtotal				\$23,687.84
Supplies				
Reactor Rescue Gloves & Utility Gloves	\$87.90	7.47	20	\$1,907.43
Workbook Wetshoe	\$79.95	6.80	20	\$1,734.92
Universal Fins	\$67.50	5.74	20	\$1,464.75
Swiftwater Accessory Belt & Accessories (Knives, Carabiners and Whistles)	\$133.89	11.38	20	\$2,905.41
Throw Bag	\$69.95	5.95	12	\$910.75
Inflatable Rescue Throw Stick	\$159.00	13.52	12	\$2,070.18
Safety Lights (Snap lights, Rescue Strobes, Strobe/Light Combination)	\$139.48	11.86	20	\$3,026.72
Subtotal				\$14,020.15
Equipment				
SAR Drysuit	\$1,527.00	129.80	20	\$33,135.90
Thermal Insulation	\$250.00	21.25	20	\$5,425.00
Rescue Vest & Harness	\$548.95	46.66	20	\$11,912.22
Rescue Helmet with Vents	\$115.00	9.78	20	\$2,495.50
Quick-Change Mesh Duffel Bag	\$69.95	5.95	20	\$1,517.92
NFPA Rope Rescue Throw Bag	\$80.95	6.88	20	\$1,756.62
Gerber Suspension Multi-Tool	\$38.00	3.23	20	\$824.60
Princeton Tec Apex LED Headlamp	\$89.95	7.65	20	\$1,951.92
True North Single Universal Radio Harness	\$52.00	4.42	20	\$1,128.40
Durable Personal Flotation Device (PFD)	\$51.95	4.42	12	\$676.39
Subtotal				\$60,824.45
			Project Subtotal	\$98,532
			Project Grand Total	\$98,532
			Federal Share	\$73,899
			Local Share	\$24,633

FY 2015 PORT SECURITY GRANT PROGRAM (PSGP) Sample Investment Justification (IJ) Template

Investment Heading	
Port Area	Port of Charleston
State	South Carolina
Applicant Organization	City of Charleston Fire & Police Departments
Investment Name	Dual Swiftwater Rescue Project (Year 1): Supplies & Training
Investment Amount	\$98,532

I. Background

Note: This section only needs to be completed once per application, regardless of the number of investments proposed. The information in this section provides background and context for the investment(s) requested, but does not represent the evaluation criteria used by DHS/FEMA for rating individual investment proposals.

I. Provide an overview of the port area, MTSA regulated facility, or MTSA regulated vessel	
Response Type	Narrative
Page Limit	Not to exceed 1 page
Response Instructions	<ul style="list-style-type: none"> • Area of Operations: <ul style="list-style-type: none"> - Identify COTP Zone - Identify eligible Port Area - Identify exact location of project site (i.e., physical address of facility being enhanced) - Identify who the infrastructure (project site) is owned or operated by, if not by your own organization • Point(s) of contact for organization (include contact information): <ul style="list-style-type: none"> - Identify the organization's Authorizing Official for entering into grant agreement, including contact information - Identify the organization's primary point of contact for management of the project(s) • Ownership or Operation: <ul style="list-style-type: none"> - Identify whether the applicant is a private entity or a state or local agency • Role in providing layered protection of regulated entities (applicable to state or local agencies only): <ul style="list-style-type: none"> - Describe your organization's specific roles, responsibilities and activities in delivering layered protection • Important features: <ul style="list-style-type: none"> - Describe any operational issues you deem important to the consideration of your application (e.g., interrelationship of your operations with other eligible high-risk ports, etc.) • Ferry systems required data: • Infrastructure • Ridership data • Number of passenger miles • Number of vehicles per vessel, if any • Types of service and other important features • System map • Geographical borders of the system and the cities and counties served • Other sources of funding being leveraged for security enhancements

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I. Provide an overview of the port area, MTSA regulated facility, or MTSA regulated vessel

Response

Area of Operations

The City of Charleston Police (CPD) and Fire Departments (CFD) operate within the zone of the Port of Charleston (Type-II; controlled port), which includes the areas extending beyond the Port Area proper. There are 5 MTSA regulated facilities in the CPD jurisdiction: the Passenger Terminal, Union Pier, Columbus Street Terminal, the new Carnival Cruise site and the City Marina.

The Port is 1 of the largest container entry points along the East Coast and ranks among the top 10 ports in the world for international exports. In 2015, 2,154 large vessels transited through Charleston Harbor; 2,061 of those were cargo/container ships or barges. In the past 5 years, the Port has seen a significant increase in commercial passenger/cruise ship traffic as well as an increasing rate of ferry and touristic waterway traffic. In 2015, 93 passenger ships docked in the Port of Charleston. Finally, by 2019 the Charleston Harbor will be deepened to 52 feet to accommodate the much larger Post-Panamax vessels. Once deepened to 52 feet, the Charleston Harbor will be the deepest port on the East Coast. Further amplifying security concerns, the Port serves as a holding facility for petroleum fuel for the Southeastern US and a corridor for DoD vessels transporting personnel, equipment, and munitions through CPD jurisdiction into the Joint Base of Charleston. It is adjacent to the Rhodia Plant, producing Schedule 2 chemicals. The Port is also used as a primary off-loading site for nuclear fuel for the Department of Energy. The CPD jurisdiction contains the Ravenel Bridge (CIKR) which, at times, is a Federal Exclusionary Zone at the discretion of the COTP. Since the Boston Marathon bombings, the Ravenel Bridge requires emergency prevention and preparedness exercises prior to the annual Cooper River Bridge Run and its 40,000 participants. Finally, the Port of Charleston and surrounding area host frequent visits by presidential candidates, dignitaries, and major conventions in its jurisdiction. All of the above factors contribute to the Port of Charleston being a prime candidate/target for catastrophic terrorist activities.

The Points of Contact :

The City of Charleston serves as the requesting agent on behalf of its departments, including the Charleston Fire Department and the Charleston Police Department.

- Law Enforcement Officials: Chief Karen Brack, Charleston Fire Department, 843-720-1981, brackk@charleston-sc.gov | Chief Gregory G. Mullen, Charleston Police Department, 843.577.7434, mulleng@charleston-sc.gov
- Primary Point of Contact: Fire: Captain Robert Fulmer, 843.720.3953, fulmerr@charleston-sc.gov. Police: Lieutenant Arthur Myers, 843.518.3427, myersa@charleston-sc.gov.

Ownership or Operation

The investment is a joint request from the City of Charleston's Fire and Police Departments. The City of Charleston's All Hazard Plan, Maritime Incident Action Plan, and Comprehensive Emergency Management Plan addresses port security. During incidents, the City works in collaboration with the USCG and partner law enforcement agencies (LEA's) in emergency management.

Role in Layered Protection

The Port of Charleston is an example of an area protected through a series of interagency relationships and shared responsibility. The City of Charleston's Police and Fire work with the local LEA's, USCBP, USCG, South Carolina Department of Natural Resources, South Carolina Law Enforcement Division, Project SEAHAWK, and the South Carolina Port Authority Police in order to contribute to the shared responsibility of enhancing the mission of port security.

Other Sources of Funding

The City has no pending grant applications for Swiftwater equipment or training.

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II. Strategic and Program Priorities

II.A. Provide a brief abstract of the Investment list just ONE investment.	
Response Type	Narrative
Page Limit	Not to exceed 1/2 page
Response Instructions	<p>Provide a succinct statement summarizing this investment.</p> <ul style="list-style-type: none"> • What are you requesting the funding to purchase? • What capabilities does the project provide? • What existing capabilities already exist in the Port Area similar to this project's capabilities? • Why is this project needed and how does it contribute to achieving a more secure and resilient Port Area?
Response	<p>The City of Charleston requests FEMA's support to establish a <u>Swiftwater Rescue Team</u>. Funding would be applied to train a <u>team of 20 sworn personnel</u> from the Police Public Safety Dive Team and the Fire Marine Division in technical Swiftwater training. Funding would also be applied to the basic duty gear and equipment for the team's members. <u>A Swiftwater Team would increase the City's port resilience and recovery capabilities in the event of natural, chemical or human-caused threat.</u></p> <p>The Port faces many threats. Examples include natural hazards, like the FEMA flooding disaster that blocked 3 major roadways into the City's portion of the Port area in October 2015. Human-caused hazards include terrorist threats at dignitary visits to the Port and general accidents that send citizens overboard. Finally, the Rhodia Plant (Schedule 2 chemicals) and DoE assets pose chemical hazards to the waters of the Port Area, which would require appropriate training and equipment in which to dive.</p> <p>There are very limited Swiftwater recovery capabilities in the Port Area. The National Fire Protection Association (NFPA) 1006/1670 guideline defines the term "Swiftwater" as, "water moving at a rate greater than 1 knot [1.85km/hr. or 1.69ft/sec)]." The tidal change around the Port of Charleston averages a speed of about 3 knots, making all water in the harbor a type of "swiftwater." This is why police and fire departments across the country are developing their marine and maritime teams (e.g. New York, NY Fire Department, Jacksonville, FL Fire Department).</p> <p>The Port Area relies on the capabilities of 2-3 dive teams for screening, search and protection capabilities. However, the Port Area lacks personnel with the knowledge on how to perform rescue and logistics missions in swiftwater. First responders lack training on the dangers of moving water. Such dangers include chemical movement, up-tide and down-tide suction against vessels, wharfs and hydraulics, and victim extraction.</p>

II.B. Describe how the investment will address one or more of the PSGP priorities and/or the Goal core capabilities within the Area Maritime Security Plan, facility security plan, vessel security plan, or alternate security program plan	
Response Type	Narrative
Page Limit	Not to exceed 1/2 page
Response Instructions	<ul style="list-style-type: none"> • Describe how, and the extent to which, the investment addresses: • Enhancement of Maritime Domain Awareness • Enhancement of IED and CBRNE prevention, protection, response and recovery capabilities • Port resilience and recovery capabilities • Enhancing Cybersecurity capabilities

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	<ul style="list-style-type: none"> • Training and exercises • Efforts supporting the implementation of TWIC • Describe how the investment builds or sustains one or more of the Goal core capabilities • List the plan and/or supporting documents that identifies the gap or deficiency this project addresses? • How will the project close the identified gap or deficiency in one of more of the core capabilities? • Area Maritime Security Plan and/or Captain of the Port Priorities
Response	<p>The Swiftwater Team's core capabilities would build response and recovery capabilities during natural, technological, and human-caused hazards. With this investment, the City aims to develop the Team into a FEMA Tier-II Swiftwater Search and Rescue Team. The Charleston Fire Department (CFD) and the Charleston Police Department (CPD) would contribute 10 members each to for a joint-deployment team. The individuals selected would be from Fire and Police's Marine and Dive Teams, respectively. This investment would allow the City's first responders to adhere to the standards of the NFPA 1006 (chapter 11-15) and NFPA 1952 Standard on job performance and surface water operations. It would combine the CFD's medical training with the CPD's dive training. The result would be a dedicated rescue force, complete with below-surface and above-surface training and support.</p> <p>A Swiftwater Team would achieve a more secure and resilient Port Area. The Team would minimize loss-of-life and injury during a chemical fire, vessel fire, or active shooter hazard where victims may go overboard. Every year, cruise ships attempt to rescue passengers who have gone overboard. There are countless occurrences of engine fires, flight deck accidents and ammunition explosions that send crew into the water. As the federal government is 100% reliant on local and state teams to perform any dive rescue missions in the Port Area, it is imperative that partner agencies close the gap between its dive and surface medical support capabilities.</p> <p>In conclusion, the Port Area lacks waterborne response capabilities in the City's jurisdiction. Currently, the City of Charleston provides law enforcement response to the Ports Area and its security partners (e.g. SEAHAWK) for 19 high-risk sites as detailed in the CPD Emergency Operations Response Plan to Maritime & Industrial Incidents. However, a lack of training and resources is lowering the capacity of all jurisdictions when responding to a major threat to the port area. Possession of supplies and training to launch a Swiftwater Team would complement the Port Area's mutual aid requests with the Charleston County Rescue Team and thus, increase the Port of Charleston's resilience to hazards.</p>

III. Impact

III.A. Describe how the project offers the highest risk reduction potential at the least cost.	
Response Type	Narrative
Page Limit	Not to exceed 1/2 page
Response Instructions	<ul style="list-style-type: none"> • Discuss how the project will reduce risk in a cost effective manner <ul style="list-style-type: none"> - Discuss how this investment will reduce risk (e.g., reduce vulnerabilities or mitigate the consequences of an event) by addressing the needs and priorities identified in earlier analysis and review
Response	<p>Start-up funding for the Swiftwater Team is a safe and cost-effective investment for the Port of Charleston. The investment would increase the overall safety of the Port Area by reducing the cost of human life and injuries during an emergency, deployable 24 hours and 7 days a week. Additionally, quick recovery of victims in an area of swift currents and port obstructions would shorten the closure period of the Port of Charleston, thereby saving millions in lost revenue.</p> <p>Supplies identified in the associated budget are interchangeable and customizable in their</p>

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	design. This allows for partial replacement without requiring an entirely new purchase. The City is combining Fire and Police assets to capitalize on existing training, fireboats, and trucks owned by the two departments. If awarded, this investment would qualify the Team at a FEMA Type-III status.
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III.B. Describe current capabilities similar to this Investment	
Response Type	Narrative
Page Limit	Not to exceed 1/2 page
Response Instructions	<ul style="list-style-type: none"> Describe how many agencies within the port have existing equipment that are the same or have similar capacity as the proposed project Include the number of existing capabilities within the port that are identical or equivalent to the proposed project
Response	<p>Local police dive teams and fire departments have existing equipment that is similar (but non-transferable) to the equipment requested in this investment. Due to varying standards on equipment use and safety regulations, the existing equipment cannot be subdivided among divisions and outside agencies. Firstly, responders must be trained to use the dive rescue equipment listed in this investment justification. Secondly, each locality is charged with quality control for their employees' custom-fitted drysuits and insured safety gear.</p> <p>There are limited swiftwater capabilities in the Port Area. Charleston County maintains a <i>volunteer</i> rescue team with only 2 rigid-hull inflatable boats (RIB's) and with the entire County jurisdiction to cover. A dedicated Swiftwater team of trained sworn staff, who are on-call 24/7 and immediately deployable, would greatly enhance local response. This project would merge the CFD marine and the CPD dive personnel. Together, this makes a team of credentialed first responders with existing ALS/medical abilities, surface support, and underwater search abilities.</p>

IV. Funding & Implementation Plan

IV.A. Provide a high-level timeline, milestones and dates, for the implementation of this Investment such as stakeholder engagement, planning, major acquisitions or purchases, training, exercises, and process/policy updates. Up to 10 milestones may be provided.	
Response Type	Narrative
Page Limit	Not to exceed 1 page
Response Instructions	<ul style="list-style-type: none"> Only include major milestones that are critical to the success of the Investment Milestones are for this discrete Investment – those that are covered by the requested FY 2015 PSGP funds and will be completed over the 36-month grant period starting from the award date, giving consideration for review and approval process up to 12 months (estimate 36-month project period) Milestones should be kept to high-level, major tasks that will need to occur (i.e., Design and development, begin procurement process, site preparations, installation, project completion, etc.) List any relevant information that will be critical to the successful completion of the milestone (such as those examples listed in the question text above) <p><i>Note: Investments will be evaluated on the expected impact on security relative to the amount of the investment (i.e., cost effectiveness). An itemized Budget Detail Worksheet and Budget Narrative must also be completed for this investment. See following section for a sample format</i></p>
Response	

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	1. Begin Procurement Process:	November 2016
	2. Receive & Serialize Medical Equipment:	February 2017
	3. Schedule Summer Swiftwater Training:	February 2017
	4. Receive & Serialize Dive Equipment:	April 2017
	5. Undergo Swiftwater Training:	May - July 2017
	6. Implement Equipment for Operational Use & Press Release:	July - August 2017

IJ Submission and File Naming Convention

IJs must be submitted with the grant application as a file attachment within <https://portal.fema.gov>. Applicants must use the following file naming convention when submitting their IJs as part of the FY 2015 PSGP Program:

COTP Zone Abbreviation_Port Area_Name of Applicant_IJ Number (Example:
Hous_Galveston_XYZ Oil_IJ#1)

FY 2015 PORT SECURITY GRANT PROGRAM (PSGP) Sample Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist applicants in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel. List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Total Personnel		

B. Fringe Benefits. Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Computation	Cost
Total Fringe Benefits		

C. Travel. Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to three-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied: Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Swiftwater Technician Training	Chattanooga, TN	Registration Fee	(\$425/person x 20)	\$8,500
Swiftwater Technician Training	Chattanooga, TN	Per Diem	Out-of-State City Travel Rate(3 day training + 2 travel days = 5 days x 44.00/day x 20)	\$4,400
Swiftwater Technician Training	Chattanooga, TN	Lodging	(GSA Standard-Chattanooga, TN @ \$95/night for 4 nights/traveler + 10% tax estimate)	\$8,360
Swiftwater Technician Training	Chattanooga, TN	Transportation	(City Rate-per mile. 4 cars X roundtrips X 2 trips)	\$2,428
Total Travel				\$23,688

Budget Narrative

Training Registration: The Technician Level courses are for emergency response personnel who

may be first on the scene of a swift water emergency (over 1 knot or 1.85 km/hr). First responders at the awareness level are expected to recognize the presence of hazardous conditions, protect themselves, secure the area, and call for additional resources, activate an emergency plan, assess conditions and attempt a rescue. The purpose of this course is to provide necessary skills and knowledge in performing lifesaving operations in swift water, and the importance of understanding the dangers of moving water such as strainers and hydraulics.

Per Diem: Per Diem is based on the 2016 City Travel Rate, at \$44.00 a day. 3 days of training and 2 travel days equals five days of meals and incidentals for 20 employees.

Lodging: Lodging rates are based on the 2016 GSA standard rate for North Carolina, at \$89.00 per night, per person with an estimated 10% tax. Lodging requirements are estimated at 4 nights per officer for 20 employees.

Transportation: In order to preserve staffing levels at the Fire and Police Departments, the City will send 2 cohorts of 10 employees, comprised of 5 Police Dive Team officers and 5 Fire Marine Division firefighters. The City will lend 4 vans for 2 roundtrips to transport the team. Mileage rates of \$0.54 per mile is based on the 2016 City Travel Policy.

D. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization’s own capitalization policy and threshold amount for classification of equipment may be used). Expendable items should be included either in the “Supplies” category or in the “Other” category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the “Contractual” category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Computation	Cost
SAR Drysuit	(1572 each + 129.80 tax) x 20	\$33,136
Thermal Insulation	(21.25 each + 21.25 tax) x 20	\$5,425
Rescue Vest & Harness	(548.95 per set + 46.66 tax) x 20	\$11,912
Rescue Helmet with Vent	(115.00 each + 9.78 tax) x 20	\$2,496
Quick-Change Mesh Duffel Bag	(69.95 each + 5.95 tax) x 20	\$1,518
NFPA Rope Rescue Throw Bag	(80.95 each + 6.88 tax) x 20	\$1,757
Gerber Suspension Multi-Tool	(38.00 each + 3.23 tax) x 20	\$825
Princeton Tec Apex LED Headlamp	(89.95 each + 7.65 tax) x 20	\$1,952
True North Single Universal Radio Harness	(52.00 each + 4.42 tax) x 20	\$1,128
Durable Personal Flotation Device (PFD)	(51.95 each + 4.42 tax) x 20	\$676
Total Equipment		\$60,825 (rounded up)

Budget Narrative

SAR Drysuit: The drysuits provide a warm, protective layer for rescue divers and attached rescue gear. Each swiftwater rescue member would be issued a drysuit.

Rescue Vest & Harness: The vest and harness hold secure the scuba tank against the diver, with an additional harness strap for hoisting the diver out of the water. Each team member would be assigned a harness and vest as duty gear.

Rescue Helmet with Vent: Swift currents and wake from vessels create risk for head injuries for officers swimming alongside wharfs, bridge pilings, and boats. These diving helmets prevent head injuries without compromising swimming capabilities and would be issued to each team member.

Quick-Change Mesh Duffel Bag: Every member would be issued a weather-proof bag large enough to hold their Swiftwater duty gear.

Rope Rescue Throw Bag: This type of throw-bag is packed with buoyant rope with a grab loop. The rope bag can be thrown to the victim or to the rescue boat and be pulled to safety.

Gerber Suspension Multi-Tool: As per dive safety standards, each member of the rescue team should be equipped with a multi-tool that allows them to make small adjustments to gear and cut free of tangled lines in the water.

Princeton Tec Apex LED Headlamp: The headlamp, issues as duty gear to each team member, attaches to the rescue helmet and provides some visibility below surface in turbid waters. It also acts as a signal to overboard victims.

True North Single Universal Radio Harness: A chest harness that secures the officer’s radio against the chest yet over their wetsuit and raingear. This is issued to all team responders.

Durable Personal Flotation Device (PFD): As per safety regulations, each team member would be equipped with his/her own PFD (life vest) for maritime transport and rescue.

E. Supplies. List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. (Note: Organization’s own capitalization policy and threshold amount for classification of supplies may be used). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Throw Bag	$(69.95 \text{ each} + 5.95 \text{ tax}) \times 12$	\$911
Inflatable Rescue Throw Stick	$(159.00 \text{ each} + 13.52 \text{ tax}) \times 12$	\$2,070
Reactor Rescue Gloves & Utility Gloves	$(87.90 \text{ per 2 pair} + 7.47) \times 20$	\$1,907
Workbook Wetshoe	$(79.95 \text{ per set} + 6.80) \times 20$	\$1,735
Swiftwater Accessory Belt & Accessories (Knives, Carabiners and Whistles)	$(133.89 \text{ per kit} + 11.39 \text{ tax}) \times 20$	\$2,905

Universal Fins	$(67.50 \text{ per set} + 5.74) \times 20$	\$1,465
Safety Lights (Snap lights, Rescue Strobes, Strobe/Light)	$(139.48 \text{ per set} + 11.86 \text{ tax}) \times 20$	\$3,027
Total Supplies		\$14,020

Budget Narrative

Throw Bag: The throw bag is a standard victim rescue bag that inflates upon contact with water. The victim may then hold on until a response diver reaches him or her. The application requests 6 bags per truck for a total of 12, one-time-use bags.

Inflatable Rescue Throw Stick: An inflatable throw stick can be used to aid victims in water that are far away. The stick inflates upon contact with water for the victim to rest upon until a response diver reaches him or her. The application requests 6 bags per truck for a total of 12, one-time-use sticks.

Rescue Gloves & Utility Gloves: The 2 types of gloves are standard-use gloves to use with the dive suit (rescue) or when handling rigging while serving as surface support (utility). The application request 1 set of 2 gloves for 20 team members.

Workbook Wetshoe: Wetshoes are customized to provide tread in a maritime environment. 1 pair of wetshoes will be assigned to each of the 20 rescue divers.

Swiftwater Accessory Belt & Accessories (Knives, Carabiners and Whistles): The standard-issues accessories kit features a gear belt with a knife, carabiners, and a whistle. A kit will be assigned to each team member.

Universal Fins: 1 set of fins will be issued to each of the 20 members to assist swimming on swiftwater rescue missions.

Safety Lights: Snap lights are also a visual aid for the rescuer. This public-safety grade, one-time-use glowsticks attach to rescue lines and victims' life vests. The rescue strobe is for the rescuer in the event of a self-rescue to activate for other rescuers to keep a visual on the member. This device is attached to the harness of the diver and can be used in bad weather to maintain a visual on the rescuer. Finally, a flashlight strobe is a visual aid for the rescuer, rescue partners and tool for the tool box

F. Consultants/Contracts. Indicate whether the applicant's procurement policy follows standards found in 2 C.F.R. § 200.318(a).

Consultant Fees: For each consultant enter the name, if known, service to be provided, reasonable daily or hourly (8-hour day), and estimated time on the project to include M&A.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Name of Consultant	Service Provided	Computation	Cost
Subtotal – Consultant Fees			

Consultant Expenses: List all reasonable expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.).

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Location	Computation	Cost
Subtotal – Consultant Expenses			

Contracts: Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Any sole source contracts must follow the requirements set forth in 2 C.F.R. Part 200.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Cost	
Subtotal – Contracts		\$
Total Consultants/Contracts		\$

G. Other Costs. List items (e.g., reproduction, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, and provide a monthly rental cost and how many months to rent.

Budget Narrative: Provide a narrative budget justification for each of the budget items identified.

Important Note: If applicable to the project, construction costs should be included in this section of the Budget Detail Worksheet.

Description	Computation	Cost
Total Other		\$

H. Indirect Costs. Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant’s cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant’s accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
Total Indirect Costs		\$

Budget Summary - When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Amount	Non-Federal Amount
A. Personnel		
B. Fringe Benefits		
C. Travel	\$17,766	\$5,922
D. Equipment	\$10,515	\$3,505
E. Supplies	\$45,618	\$15,206

F. Consultants/Contracts		
G. Other		
H. Indirect Costs		

Total Requested Federal Amount	Total Non-Federal Amount
\$73,899	\$24,633
Combined Total Project Costs	
\$98,532	

Detailed Budget Submission and File Naming Convention

Detailed budgets must be submitted with the grant application as a file attachment within <https://portal.fema.gov>. Applicants must use the following file naming convention when submitting their detailed budgets as part of the FY 2015 PSGP Program:

COTP Zone Abbreviation_Port Area_Name of Applicant_IJ Number_Budget (Example:
Hous_Galveston_XYZ_1_Budget)

2016 PSGP INVESTMENT JUSTIFICATION No. 4

Fire Medic Team

Tactical Paramedic Equipment and Basic Training for 6 Personnel

	Per person	Tax	Quantity	Total
Training & Travel				
TCCC training course	\$250.00	N/A	4	\$1,000.00
Per Diem (City Rate, 7 days for 4 officers)	\$44.00	N/A	28	\$1,232.00
Mileage	\$0.54	N/A	2396	\$1,293.84
Lodging (GSA Rate: Louisville, KY, with 10% tax estimate, 6 nights for 4 officers)	\$127.00	\$12.70	24	\$3,352.80
Subtotal				\$6,878.64
Equipment (Non-expendable)				
AED	\$3,100.00	\$263.50	2	\$6,727.00
Ballistic Vest with Plates	\$3,500.00	\$297.50	6	\$22,785.00
Ballistic helmet	\$525.00	\$44.63	6	\$3,417.75
Communications gear	\$1,000.00	\$85.00	6	\$6,510.00
Gas Masks with filters and bag	\$469.00	\$39.87	6	\$3,053.19
Personal dosimeters	\$600.00	\$51.00	6	\$3,906.00
Medevac GPS Unit	\$300.00	\$25.50	6	\$1,953.00
Medevac Strobes & Markers	\$350.00	\$29.75	2	\$759.50
Subtotal				\$49,111.44
Supplies (Expendable, Disposable, <\$1,000/unit)				
Basic Medical Gear	\$5,991.00	Included	1	\$5,991.00
<i>Stethoscope</i>			9	
<i>Trauma Shears 7.5 inch</i>			12	
<i>Folding knife</i>			6	
<i>CAT holders (x2)</i>			12	
<i>Headlamps</i>			6	
<i>flashlight (x2)</i>			12	
<i>Laryngoscope handle</i>			8	
<i>#3 Miller Blade</i>			8	
<i>#3 Mac Blade</i>			8	
<i>Pocket BVM</i>			28	
Level 2 Medical Gear	\$9,895.00	Included	1	\$9,895.00
<i>cricothyrotomy kits</i>			12	
<i>cook Pneumothorax Set</i>			20	
<i>Asherman chest seal</i>			20	
<i>combat compression dressing</i>			30	
<i>Eye protection</i>			12	
<i>ear protection</i>			12	
<i>TacMed IFAK</i>			6	
<i>Tourniquets</i>			30	
Level 3 Medical Bag	\$365.00	\$31.03	2	\$792.05
Level 3 Medical Gear	\$3,635.00	Included	1	\$3,635.00
<i>#1 Miller Blade</i>			4	
<i>#1 Mac Blade</i>			4	

FY 2015 PORT SECURITY GRANT PROGRAM (PSGP) Sample Investment Justification (IJ) Template

Investment Heading	
Port Area	Port of Charleston
State	South Carolina
Applicant Organization	City of Charleston Fire Department
Investment Name	Tactical Paramedic: Training, Start-up Equipment and Supplies
Investment Amount	\$77,669

I. Background

Note: This section only needs to be completed once per application, regardless of the number of Investments proposed. The information in this section provides background and context for the Investment(s) requested, but does not represent the evaluation criteria used by DHS/FEMA for rating individual Investment proposals.

I. Provide an overview of the port area, MTSA regulated facility, or MTSA regulated vessel	
Response Type	Narrative
Page Limit	Not to exceed 1 page
Response Instructions	<ul style="list-style-type: none"> • Area of Operations: <ul style="list-style-type: none"> - Identify COTP Zone - Identify eligible Port Area - Identify exact location of project site (i.e., physical address of facility being enhanced) - Identify who the infrastructure (project site) is owned or operated by, if not by your own organization • Point(s) of contact for organization (include contact information): <ul style="list-style-type: none"> - Identify the organization's Authorizing Official for entering into grant agreement, including contact information - Identify the organization's primary point of contact for management of the project(s) • Ownership or Operation: <ul style="list-style-type: none"> - Identify whether the applicant is a private entity or a state or local agency • Role in providing layered protection of regulated entities (applicable to state or local agencies only): <ul style="list-style-type: none"> - Describe your organization's specific roles, responsibilities and activities in delivering layered protection • Important features: <ul style="list-style-type: none"> - Describe any operational issues you deem important to the consideration of your application (e.g., interrelationship of your operations with other eligible high-risk ports, etc.) • Ferry systems required data: • Infrastructure • Ridership data • Number of passenger miles • Number of vehicles per vessel, if any • Types of service and other important features • System map • Geographical borders of the system and the cities and counties served • Other sources of funding being leveraged for security enhancements

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I. Provide an overview of the port area, MTSA regulated facility, or MTSA regulated vessel

Response

Area of Operations

The City of Charleston Police Department (CPD), Charleston Fire Department (CFD) and all of its Special Unit Teams, to include the CFD Special Operations Division operate within the zone of the Port of Charleston (Type-II; controlled port).

There are 5 MTSA regulated facilities in the City's jurisdiction: the Passenger Terminal, Union Pier, Columbus Street Terminal, the new Carnival Cruise site and the City Marina. The Port is 1 of the largest container entry points along the East Coast and ranks among the top 10 ports in the world for international exports. . In 2015, 2,154 large vessels transited through Charleston Harbor; 2,061 of those were cargo/container ships or barges. In the past 5 years, the Port has seen a significant increase in commercial passenger/cruise ship traffic as well as an increasing rate of ferry and touristic waterway traffic. Last year there were 93 passenger ships that docked in the Port of Charleston. Further amplifying security concerns, the Port serves as a holding facility for petroleum fuel for the Southeastern US and a corridor for DoD vessels transporting personnel, equipment, and munitions through CPD jurisdiction into the Joint Base of Charleston. The Port is also used as a primary off-loading site for nuclear fuel for the Department of Energy. The City's jurisdiction contains the Ravenel Bridge (CIKR) which, at times, is a Federal Exclusionary Zone at the discretion of the COTP. Since the Boston Marathon bombings, the Ravenel Bridge requires emergency prevention and preparedness exercises prior to the annual Cooper River Bridge Run and its 40,000 participants. Finally, the Port of Charleston and surrounding area host frequent visits by presidential candidates, dignitaries, and major conventions in its jurisdiction. All of the above factors contribute to the Port of Charleston being a prime candidate/target for catastrophic terrorist activities.

The Points of Contact :

The City of Charleston serves as the requesting agent on behalf of its departments, including the Charleston Fire Department (CFD).

- Fire Chief: Chief Karen Brack, Charleston Fire Department, 843-720-1981, brackk@charleston-sc.gov
- Primary Point of Contact: Captain Matt Wilder, EMS Program Manager, Charleston Fire Department, 843-720-7095, wilderm@charleston-sc.gov

Ownership or Operation

The CFD is a municipal-level, CFAI accredited Fire Department. The CFD's Tactical Paramedics work closely with the CPD during incidents in which the SWAT team is deployed. The Police Department's All Hazard Plan, Maritime Incident Action Plan, and the City of Charleston's Comprehensive Emergency Management Plan address port security, and during incidents, work in collaboration with the USCG and emergency management.

Role in Layered Protection

The Port of Charleston is an example of an area protected through a series of interagency relationships and shared responsibility. The CFD and its Special Operations Division work closely with the CPD and due to that relationship work with all the CPD's interagency relationships (i.e. local LEA, USCBP, USCG, SC Dept. of Natural Resources, SLED, SC Port Authority Police, etc.). Along with the CPD the CFD also works with the Fire Departments from the Town of Mount Pleasant and the City of North Charleston in order to contribute to the shared responsibility of enhancing the mission of port security

Other Sources of Funding

While no other grants have been applied for at this time; the CFD will be seeking multiple sources of funding from a variety of grant resources. The CFD is attempting to fund training and certifications in-house (we are planning to send 4 paramedics to initial entry training this summer) while seeking external funding for equipment and start-up supplies.

II. Strategic and Program Priorities

II.A. Provide a brief abstract of the Investment list just ONE investment.	
Response Type	Narrative
Page Limit	Not to exceed 1/2 page
Response Instructions	<p>Provide a succinct statement summarizing this investment.</p> <ul style="list-style-type: none"> • What are you requesting the funding to purchase? • What capabilities does the project provide? • What existing capabilities already exist in the Port Area similar to this project's capabilities? • Why is this project needed and how does it contribute to achieving a more secure and resilient Port Area?
Response	<p><u>This application requests FEMA investment in a Tactical Paramedic Team for joint-deployment with the Police (CPD) SWAT Team. Start-up investments would include training, equipment and supplies. The Tactical Paramedic team would increase the efficacy of the CFD by acting as a force multiplier for the CPD and having the added value of providing life-saving emergency medical care to the CPD teams and any victims. This CFD Special Operations Division team will be deployed in matters relating to IED (and in conjunction with the CFD Hazardous Materials team) CBRNE prevention, protection, recovery, and response.</u></p> <p>Currently the CPD, Ports, and USCG rely on the Charleston County EMS (CCEMS deploys Transport -EMS) and the CFD front line crews to provide medical care. CCEMS will not provide care in a position of danger and will only operate in an area of no danger (Cold Zone), CFD apparatus crews can start providing care from limited danger in areas of mild to very moderate danger (Warm Zone). Injured civilians or officers who are located in areas of moderate to severe danger have to wait until the scene is made "safe" before medical care can begin.</p> <p>Tactical Paramedics can begin life-saving medical interventions in areas of moderate to severe danger (Hot Zone) right at the point of wounding. For example, an attack is carried out using multiple gunmen and IEDs at one of the 5 MTSA regulated facilities, i.e. the Carnival Cruise site. In the past, injured parties would wait for medical care until the scene was safe. The Tactical Paramedic, acting as force multiplier for the CPD SWAT team, could move into the danger zone. The Tactical Paramedic team applies life-saving medical assistance on-scene that greatly increases the chances of survival. To further the example, imagine that a SWAT officer is shot or wounded from a blast. With a Tactical Paramedic Team, the SWAT would not have to stop their task to remove/care for the downed officer; medic could intervene before the zone is rendered safe. This would allow the SWAT to continue its task of mitigating the threat. Therefore, these capabilities benefit the port area civilians and law enforcement alike.</p>

II.B. Describe how the investment will address one or more of the PSGP priorities and/or the Goal core capabilities within the Area Maritime Security Plan, facility security plan, vessel security plan, or alternate security program plan	
Response Type	Narrative
Page Limit	Not to exceed 1/2 page
Response Instructions	<ul style="list-style-type: none"> • Describe how, and the extent to which, the investment addresses: • Enhancement of Maritime Domain Awareness • Enhancement of IED and CBRNE prevention, protection, response and recovery capabilities • Port resilience and recovery capabilities

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	<ul style="list-style-type: none"> • Enhancing Cybersecurity capabilities • Training and exercises • Efforts supporting the implementation of TWIC • Describe how the investment builds or sustains one or more of the Goal core capabilities • List the plan and/or supporting documents that identifies the gap or deficiency this project addresses? • How will the project close the identified gap or deficiency in one of more of the core capabilities? • Area Maritime Security Plan and/or Captain of the Port Priorities
Response	<p>As discussed in Section I Area of Operations, there are several security concerns that make the port system in Charleston a prime candidate for catastrophic terrorist activities. An investment in the training, equipment, and supplies for a Tactical Paramedic team would complement City and County SWAT teams. <u>The capability to render emergency medical care in a Hot Zone increase port resilience and recovery from a CBRNE, IED or terror attack.</u> The Tactical Paramedic team, paired with the CPD, would provide services to Ports Authority and to security partners to 19 high-risk sites as detailed in the CPD Emergency Operations Response Plan to Maritime and Industrial Incidents.</p> <p>An IED or CBRNE attack will produce life threatening victim injuries. Charleston has a variety of high value targets to produce catastrophic damage and/or high loss of life. The 5 MTSA regulated facilities, the petroleum holding facilities, several chemical companies, DoD vessels, and off-loading site for nuclear fuel, and the Cooper River Bridge Run with about 40,000 participants are several examples in which that damage and/or loss of life can occur. The Tactical Paramedic would be utilized specifically in a "response" capacity, and to a certain degree the protection and recovery aspects of an IED/CBRNE event. During response to an IED/CBRNE incident the Tactical Paramedic can prevent some loss of life by imbedding with CPD teams and moving into the Hot Zone to provide immediate interventions to a port worker, a passenger, or a CPD officer. Secondly, when not employed in providing patient care the Tactical Paramedic can be utilized as a force multiplier, i.e. an extra set of hands/eyes/weapon to assist in the response and mitigation of the incident.</p> <p>In conclusion, the CFD's Tactical Paramedic, during a response, will provide immediate life-saving interventions to victims who would otherwise wait for medical care until the scene could be made secure. Early provision of care, especially traumatic injuries, can greatly improve the odds of survival. The Tactical Paramedic works to save the highest value target there is: human life.</p>

III. Impact

III.A. Describe how the project offers the highest risk reduction potential at the least cost.	
Response Type	Narrative
Page Limit	Not to exceed 1/2 page
Response Instructions	<ul style="list-style-type: none"> • Discuss how the project will reduce risk in a cost effective manner <ul style="list-style-type: none"> - Discuss how this investment will reduce risk (e.g., reduce vulnerabilities or mitigate the consequences of an event) by addressing the needs and priorities identified in earlier analysis and review
Response	<p>Support for initial training, equipment and a supplies for a 6-member Tactical Paramedic team is a cost effective investment. The investment would realize invaluable savings by preserving the life of a citizen or law enforcement officer in a hazardous event. It would also reduce medical costs to injured victims and shorten inoperable periods for the Port Area by helping quickly clear the area.</p> <p>Utilizing 6 new Tactical Paramedics provides 4 paramedics covering for both CPD SWAT</p>

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	<p>teams (primary use) with 2 other paramedics to cover any of the other Special Unit Teams if needed. The CFD intends to further invest in an initial Tactical Paramedic team by allowing them to train other paramedics to join the team (with the exception of some standardized training. i.e. 30 hour Tactical Emergency Medical Support class offered by the National Tactical Officers Association). Some standardized training such as the Tactical Combat Casualty Course can be taught by these 6 initial Paramedics once they obtain the instructor certification.</p> <p>The ballistic vests and medical equipment are interchangeable and customizable in their design allowing for systems to be tailored to the medic's situational requirements without requiring an entirely new system. Therefore, in cases of rotation or drop-out, the investment would remain relevant. This initial investment would allow the equipment to be placed on a replacement cycle within CFD's budget.</p>
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III.B. Describe current capabilities similar to this Investment

Response Type	Narrative
Page Limit	Not to exceed 1/2 page
Response Instructions	<ul style="list-style-type: none"> Describe how many agencies within the port have existing equipment that are the same or have similar capacity as the proposed project Include the number of existing capabilities within the port that are identical or equivalent to the proposed project
Response	<p>There are limited tactical medic response and recovery capabilities in the Port Area. Only one local law enforcement agency has tactical medic capabilities. Currently, the Mt. Pleasant Fire Department operates a small Tactical Medic team in conjunction with Mt. Pleasant Police Department. The North Charleston Police Department and Charleston County Sheriff's Office both rely on Charleston County EMS for providing medical coverage for an incident. However, CCEMS will only provide medical care in Cold Zone areas and do not operate in a tactical environment.</p>

IV. Funding & Implementation Plan

IV.A. Provide a high-level timeline, milestones and dates, for the implementation of this Investment such as stakeholder engagement, planning, major acquisitions or purchases, training, exercises, and process/policy updates. Up to 10 milestones may be provided.

Response Type	Narrative
Page Limit	Not to exceed 1 page
Response Instructions	<ul style="list-style-type: none"> Only include major milestones that are critical to the success of the Investment Milestones are for this discrete Investment – those that are covered by the requested FY 2015 PSGP funds and will be completed over the 36-month grant period starting from the award date, giving consideration for review and approval process up to 12 months (estimate 36-month project period) Milestones should be kept to high-level, major tasks that will need to occur (i.e., Design and development, begin procurement process, site preparations, installation, project completion, etc.) List any relevant information that will be critical to the successful completion of the milestone (such as those examples listed in the question text above) <p><i>Note: Investments will be evaluated on the expected impact on security relative to the amount of the investment (i.e., cost effectiveness). An itemized Budget Detail Worksheet and Budget Narrative must also be completed for this investment. See following section for a sample format</i></p>
Response	

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	1. Begin procurement process and standardized training:	November 2016
	2. Receive and inventory all equipment:	February 2017
	2. Begin interoperability training with CPD:	March 2017
	3. Based on City requirements, implement operational team:	July 2017
	4. Training Evaluation and After-Action Report:	August 2017

IJ Submission and File Naming Convention

IJs must be submitted with the grant application as a file attachment within <https://portal.fema.gov>. Applicants must use the following file naming convention when submitting their IJs as part of the FY 2015 PSGP Program:

COTP Zone Abbreviation_Port Area_Name of Applicant_ IJ Number (Example:
Hous_Galveston_XYZ Oil_IJ#1)

FY 2015 PORT SECURITY GRANT PROGRAM (PSGP) Sample Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist applicants in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel. List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Total Personnel		

B. Fringe Benefits. Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Computation	Cost
Total Fringe Benefits		

C. Travel. Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to three-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied: Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Computation	Cost
Hotel-(TCCC Course)	Louisville, Ky	4 participants @ \$127 per night (GSA FY 2016 Rates for Louisville, KY) for 6 nights plus 10% tax	\$3,353
Transportation--(TCCC Course)	Louisville, Ky	2 roundtrips of 1198 miles @ \$0.54 per mile (City FY 2016 Travel Rate)	\$1,294
Per Diem-(TCCC Course)	Louisville, Ky	4 participants @ \$44 per day (City FY 2016 Travel Rate for Out-Of-State) for 7 days	\$1,232
Total Travel			\$5,879

Budget Narrative

Per Diem: Per Diem is based on the 2016 City Travel Rate at \$44.00 a day. There are 5 days of training and 2 travel days equals for a total of 5 days of meals and incidentals for 4 officers.

Lodging: Lodging rates are based on the 2016 GSA standard rate for Louisville, Kentucky, at \$127.00 per night, per person with an estimated 10% tax. Lodging requirements are estimated at 6 nights per officer for 4 officers.

Transportation: The Fire Department will send 4 officers to Louisville, Kentucky in City vehicles. The 2016 City Travel Rate for mileage is \$0.54 per mile.

D. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization’s own capitalization policy and threshold amount for classification of equipment may be used). Expendable items should be included either in the “Supplies” category or in the “Other” category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the “Contractual” category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Computation	Cost
AED: Automated External Defibrillator	(2 AED's @ \$3,100 each + 8.5 % tax)	\$6,727
Ballistic Vest with Armor Plates	(6 armored vests @ \$3,500 each + 8.5 % tax)	\$22,785
Ballistic Helmet	(6 helmets @ \$525 each + 8.5 % tax)	\$3,418
Communications Gear	(6 Gear sets @ \$1,000 per set +8.5 % tax)	\$6,510
Gas Mask with Filters and Carry Bag	(6 mask kits @ \$469 per kit +8.5 % tax)	\$3,053
Personal Dosimeters	(6 dosimeters @ \$600 each + 8.5 % tax)	\$3,906
Medevac Handheld GPS	(6 units @ \$300 per unit + 8.5 % tax)	\$1,953
Medevac Strobes & Markers	(2 sets @ \$350 per set + 8.5% tax)	\$760
Total Equipment		\$49,111

Narrative Budget:

AED-Automated External Defibrillators: A AED is a medical device that is utilized to provide an electrical shock to patients who are in cardiac arrest.

Ballistic Vests and Armor Plates: This tactical vest provides ballistic (bullets, shrapnel, etc.) chest/back/abdomen protection for the wearer. This type of vest allows medics to enter a Hot Zone with some degree of protection. Plates may be purchased separately or with the vest.

Ballistic Helmets: Provides ballistic head protection for the wearer. This type of helmet allows medics to enter a Hot Zone with some degree of protection.

Communications gear: Specialized communications devices for the tactical operator, consisting of a radio, ear pieces to so only the operators can hear the transmissions, and a hands-free transmitting device.

Gas Masks/filters/bag: Specialized masks to protect the vision and respiratory system of the tactical operator in environments in which chemicals are in use, specific filters can be obtained for other CBRNE protection.

Personal Dosimeters: electronic device with a digital read out to inform the Tactical Paramedic the amount of radiation incurred at potential CBRNE incidents.

Medevac Handheld GPS: This small tactical GPS device is used in remote areas or areas in which an ambulance or other vehicle cannot access. The typical use is to call a helicopter for patient transport.

Medevac Strobes & Markers: These devices are used to designate a landing zone for EMS helicopters, such as the Air Methods EMS helicopter operated at the Medical University of South Carolina (MUSC).

E. Supplies. List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy and threshold amount for classification of supplies may be used). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Basic Medical Gear	Sum of medical supplies	\$5,991
Level 2 Medical Gear	Sum of medical supplies	\$9,895
Level 3 Medical Gear	Sum of medical supplies	\$3,635
Level 3 Medical Bag	Sum of medical supplies	\$792
Level 4 Medical Gear	Sum of medical supplies	\$303
Level 4 Medical Bag	Sum of medical supplies	\$1,063
Total Supplies		\$21,679

Budget Narrative:

Basic Medical Gear: This line item includes small-unit cost supplies and disposable supplies required for basic emergency medial gear for 6 officers. The items included are: stethoscopes, trauma shears, folding knives, combat application tourniquet holders, headlamps, flashlights, laryngoscope handles and blades.

Level 2 Medical Gear: This line item includes small-unit costs supplies and disposable products for Level 2 response. This line item includes cricothyrotomy kits, chest seals, compression dressing, eye and ear protection, IFAK, tourniquets, and pneumothorax sets.

Level 3 Medical Gear: This line item includes small-unit costs supplies and disposable products for Level 3 response. The items included are blades, hot packs, cold packs, foldable litter, emergency thermal blankets, splints, IV solutions, and NAAK kits.

Level 3 Medical Bag: Tactical team medical bag that is utilized in a protected area where more complex medical assessment and treatment can be carried out while still in an area of danger.

Level 4 Medical Gear: This line item includes small-unit costs supplies and disposable products for Level 4 response. The items included are triage tags, bandages, shuttels, medication boxes, moleskin, antibiotic ointment boxes, and irrigation solution.

Level 4 Medical Bag: Tactical team medical bag that is utilized an area of no danger (after evacuation).

F. Consultants/Contracts. Indicate whether the applicant's procurement policy follows standards found in 2 C.F.R. § 200.318(a).

Consultant Fees: For each consultant enter the name, if known, service to be provided, reasonable daily or hourly (8-hour day), and estimated time on the project to include M&A.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Name of Consultant	Service Provided	Computation	Cost
Subtotal – Consultant Fees			

Consultant Expenses: List all reasonable expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.).

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Location	Computation	Cost
Subtotal – Consultant Expenses			

Contracts: Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Any sole source contracts must follow the requirements set forth in 2 C.F.R. Part 200.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Cost
Subtotal – Contracts	\$
Total Consultants/Contracts	\$

G. Other Costs. List items (e.g., reproduction, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, and provide a monthly rental cost and how many months to rent.

Budget Narrative: Provide a narrative budget justification for each of the budget items identified.

Important Note: If applicable to the project, construction costs should be included in this section of the Budget Detail Worksheet.

Description	Computation	Cost
TCCC course	(4 @ \$250 per registrant)	\$1,000
Total Other		\$1,000

H. Indirect Costs. Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
		\$
Total Indirect Costs		\$

Budget Summary - When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Amount	Non-Federal Amount
A. Personnel		
B. Fringe Benefits		
C. Travel	\$4,409	\$1,470
D. Equipment	\$36,834	\$12,277
E. Supplies	\$16,259	\$5,420
F. Consultants/Contracts		
G. Other	\$750	\$250
H. Indirect Costs		

Total Requested Federal Amount	Total Non-Federal Amount
\$58,252	\$19,417
Combined Total Project Costs	
\$77,669	

Detailed Budget Submission and File Naming Convention

Detailed budges must be submitted with the grant application as a file attachment within <https://portal.fema.gov>. Applicants must use the following file naming convention when submitting their detailed budgets as part of the FY 2015 PSGP Program:

COTP Zone Abbreviation_Port Area_Name of Applicant_IJ Number_Budget (Example:
Hous_Galveston_XYZ_1_Budget)

2016 PSGP INVESTMENT JUSTIFICATION No. 5

Fire HAZMAT Team

RAD & CBRNE Detectors

	Unit Price	Tax (8.5%)	Quantity	Total
Spectroscopic Personal Radiation Detector & Holster	\$2,250.00	\$191.25	15	\$36,618.75
ChemPro 100i CBRN Kit	\$19,995.00	\$1,699.58	1	\$21,694.58

Project Subtotal \$58,313

Project Grant Total \$58,313

Federal Share \$43,735

Local Share \$14,578

FY 2016 PORT SECURITY GRANT PROGRAM (PSGP)

Investment Justification for the Charleston Fire Department

Investment Heading	
Port Area	Port of Charleston
State	South Carolina
Applicant Organization	Charleston Fire Department
Investment Name	Unknown Radiological, Nuclear and Chemical Protection for the Port of Charleston
Investment Amount	\$58,313

I. Background

Note: This section only needs to be completed once per application, regardless of the number of investments proposed. The information in this section provides background and context for the investment(s) requested, but does not represent the evaluation criteria used by DHS/FEMA for rating individual investment proposals.

I. Provide an overview of the port area, MTSA regulated facility, or MTSA regulated vessel	
Response Type	Narrative
Page Limit	Not to exceed 1 page
Response Instructions	<ul style="list-style-type: none"> ● Area of Operations: <ul style="list-style-type: none"> - Identify COTP Zone - Identify eligible Port Area - Identify exact location of project site (i.e., physical address of facility being enhanced) - Identify who the infrastructure (project site) is owned or operated by, if not by your own organization ● Point(s) of contact for organization (include contact information): <ul style="list-style-type: none"> - Identify the organization's Authorizing Official for entering into grant agreement, including contact information - Identify the organization's primary point of contact for management of the project(s) ● Ownership or Operation: <ul style="list-style-type: none"> - Identify whether the applicant is a private entity or a state or local agency ● Role in providing layered protection of regulated entities (applicable to state or local agencies only): <ul style="list-style-type: none"> - Describe your organization's specific roles, responsibilities and activities in delivering layered protection ● Important features: <ul style="list-style-type: none"> - Describe any operational issues you deem important to the consideration of your application (e.g., interrelationship of your operations with other eligible high-risk ports, etc.) ● Ferry systems required data: ● Infrastructure ● Ridership data ● Number of passenger miles ● Number of vehicles per vessel, if any ● Types of service and other important features ● System map

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	<ul style="list-style-type: none"> • Geographical borders of the system and the cities and counties served • Other sources of funding being leveraged for security enhancements
Response	<p>The Charleston Fire Department (CFD) provides patrol and response services to the Port of Charleston located within the 7th District Captain of the Port (COTP) zone. The State Ports Authority (SPA) is owner and operator of the Port of Charleston and the entity with whom the CFD has developed, approved, and implemented a Memorandum of Understanding (MOU), officially by the Charleston City Council. SPA owns and operates five marine terminals in the Charleston Harbor area and another terminal in the Port of Georgetown. Construction has begun on a sixth terminal. Three of the existing facilities are primarily container terminals and two are break-bulk terminals with the capability of handling traditional break-bulk, roll-on/roll-off cargo, heavy-lift and project cargo. Additionally, Charleston has cruise ships regularly entering and departing from the port. Last year there were 93 passenger ships that docked in the Port of Charleston. In 2015, 2,154 large vessels transited through Charleston Harbor; 2,061 of those were cargo/container ships or barges. Those cargo/container ships and barges handled over 1.1 million containers and 1.3 million tons of dry bulk trade cargo. More than 1 million container movements by truck occurred at the Port of Charleston in 2015, making it the 9th largest port in the United States. The Port of Charleston has been the fastest growing major port in the United States since 2011. Also, by 2019 the Charleston Harbor will be deepened to 52 feet to accommodate the much larger Post-Panamax vessels 24 hours a day without tidal restrictions. Once deepened to 52 feet, the Charleston Harbor will be the deepest port on the East Coast.</p> <p>The Points of Contact : The City of Charleston serves as the requesting agent on behalf of its departments, including the CFD.</p> <ul style="list-style-type: none"> • Fire Chief: Chief Karen Brack, Charleston Fire Department, 843-720-1981, brackk@charleston-sc.gov • Primary Point of Contact: Captain Daniel Chavous, HAZMAT/WMD Commander, Project Manager, Charleston Fire Department, 843-720-1981, chavousd@charleston-sc.gov <p>In accordance with the MOU, the CFD provides an important role in the layered protection of the port by providing emergency response personnel and equipment in the event of a fire, emergency medical call, terrorist attack, hazardous materials (hazmat) release, weapons of mass destruction (WMD) incident and/or natural disaster. The first layer of protection is the port employees and security entities. The CFD provides the second layer of protection with first responders, Hazmat Technicians and Specialists. In an event where the resources of the CFD are overwhelmed, the CFD notifies the County Warning Point to request state and federal resources according to the National Incident Management System framework. HAZMAT/WMD response services mitigate the Port Areas service disruptions during a critical incident. In addition to this responsibility, the CFD also has an agreement with all of the departments in Charleston County to provide mutual aid HAZMAT/WMD assistance. This area includes all municipal jurisdictions within Charleston County, as well as unincorporated areas of the coast. The CFD Hazmat Team has an MOU with the Charleston County Sheriff's Office Bomb Squad to provide all HAZMAT/WMD services in conjunction with any Bomb Squad deployment. The CFD also has an agreement to provide HAZMAT/WMD response to Berkeley and Dorchester Counties, SC, upon request. The Charleston Fire Department's Hazmat Team is currently a FEMA Type-II Team.</p>

II. Strategic and Program Priorities

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II.A. Provide a brief abstract of the Investment list just ONE investment.	
Response Type	Narrative
Page Limit	Not to exceed 1/2 page
Response Instructions	<p>Provide a succinct statement summarizing this investment.</p> <ul style="list-style-type: none"> • What are you requesting the funding to purchase? • What capabilities does the project provide? • What existing capabilities already exist in the Port Area similar to this project's capabilities? • Why is this project needed and how does it contribute to achieving a more secure and resilient Port Area?
Response	<p>The Charleston Fire Department (CFD) is seeking to enhance the effectiveness of these critical HAZMAT/WMD services through the purchase of specialized HAZMAT/WMD equipment. <u>Specifically, the CFD requests support to purchase a ChemPro 100i (handheld Chemical Warfare Agent (CWA) and Toxic Industrial Chemical (TIC) detector) and 15 SPRD's (handheld personal radiation detector with nuclide identification capability) for the 30-member HAZMAT team.</u></p> <p>Only containerized cargo is routinely scanned utilizing radiation portal monitors. Other types of cargo, small vessels, marinas and boat landings are not routinely screened for radiation. These requested systems will be utilized to fill those gaps in coverage, and enhance detection capabilities throughout the Port of Charleston and its facilities.</p> <p>These pieces of equipment will greatly improve the response and operational capabilities to the port terminals, waterways, railways, and roads that lead to the Port of Charleston. The handheld detectors and CBRNE kit would enhance the CFD HAZMAT Team's capability of detecting, isolating, and mitigating nuclear, radioactive, and chemical substances that may be encountered. The most important factors in HAZMAT/WMD response and mitigation are: early detection and identification of the products involved; having the needed specialized equipment on scene to keep the responders operating in the safest manner possible; and maintaining the capability to mitigate all hazards that may be encountered. This project fully complies with all of the core capabilities (CC) of Presidential Policy Directive 8 (PPD-8).</p>

II.B. Describe how the investment will address one or more of the PSGP priorities and/or the Goal core capabilities within the Area Maritime Security Plan, facility security plan, vessel security plan, or alternate security program plan	
Response Type	Narrative
Page Limit	Not to exceed 1/2 page
Response Instructions	<ul style="list-style-type: none"> • Describe how, and the extent to which, the investment addresses: • Enhancement of Maritime Domain Awareness • Enhancement of IED and CBRNE prevention, protection, response and recovery capabilities • Port resilience and recovery capabilities • Enhancing Cybersecurity capabilities • Training and exercises • Efforts supporting the implementation of TWIC • Describe how the investment builds or sustains one or more of the Goal core capabilities • List the plan and/or supporting documents that identifies the gap or deficiency this project addresses?

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	<ul style="list-style-type: none"> • How will the project close the identified gap or deficiency in one or more of the core capabilities? • Area Maritime Security Plan and/or Captain of the Port Priorities
Response	<p>This project complies with the PPD-8: "Using the core capabilities, we achieve the NPG by responding quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic event".</p> <p>The Radiation and Nuclear Detection (RND) equipment requested is widely used by HAZMAT agencies nationwide. It is widely considered to be the most user-friendly and cost-effective system in use. This equipment will strengthen governance integration by utilizing a layered defense and in-depth strategy with coordinated and integrated operations, technical reach-back support and communications procedures. It will greatly enhance CBRNE and IED prevention, detection and response, support response capabilities.</p> <p>This investment will benefit the Port of Charleston as a whole. This investment seeks to enhance the capabilities began by Project Seahawk and build upon the statewide maritime RND program endorsed by the Area Maritime Security Committee (AMSC) and the USCG Captain of the Port, who stated RND is a top priority. This Maritime RND program is only the second on the East Coast to be signed by and fully endorsed by the Captain of the Port and the AMSC.</p> <p>These components and priorities will be accomplished by ensuring the CFD HAZMAT personnel on scene will have the needed specialized HAZMAT/WMD equipment to promote the safety and security of the responders, mitigate all hazards that may be encountered and maximize the cost savings to the Port and the State during any hazard response. This layer of protection is critical for the Port of Charleston.</p> <p>The CFD currently possesses the HAZMAT equipment necessary to mitigate most Level II HAZMAT incidents, but is striving to secure the vital equipment needed to handle most Level I HAZMAT/WMD incidents. This new, advanced equipment would replace aging and antiquated equipment that has become unreliable; such as the HAZMATCAD Plus and the APD2000. Both instruments are near the end of their service life and the ChemPro 100i can replace both instruments with the single unit.</p> <p>CFD Hazmat Team members will be able to utilize this equipment in a variety of scenarios. First, they can use the equipment on marine patrols to monitor small vessels during stops for various reasons. Next, they can use the equipment during venue sweeps; such as monitoring luggage collection points at the cruise ship terminals and establishing temporary mobile/portable monitoring stations at other points determined by the Law Enforcement elements of port security. CFD Hazmat Team members already participate with the Marine Law Enforcement community during Hammerhead Operations conducted by the South Carolina State Law Enforcement Division. Team members are assigned to a Marine Response Boat to conduct large area radiation monitoring and vessel radiation monitoring during these assignments.</p>

III. Impact

III.A. Describe how the project offers the highest risk reduction potential at the least cost.	
Response Type	Narrative
Page Limit	Not to exceed 1/2 page

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

Response Instructions	<ul style="list-style-type: none"> • Discuss how the project will reduce risk in a cost effective manner • Discuss how this investment will reduce risk (e.g., reduce vulnerabilities or mitigate the consequences of an event) by addressing the needs and priorities identified in earlier analysis and review
Response	<p>This project will reduce risk in a cost effective manner. The City of Charleston formed its HAZMAT Team in 1992. The CFD has purchased and maintained the required equipment, maintained training for a minimum of 30 firefighters to the HAZMAT Technician and Specialist levels and will continue to do so in the future. The Port of Charleston has received HAZMAT/WMD protection and services from the CFD without charge. This project is not to start a new service but to enhance an existing service. Since 1992, the Port of Charleston has expanded its operations as well as added 100+ cruise ship visits a year.</p> <p>The impact of this specialized handheld Toxic Industrial Chemical (TIC) and Chemical Warfare Agent (CWA) detector and fifteen Spectroscopic Personal Radiation Detectors (SPRD's) is a significant asset to the Port of Charleston. These instruments, would allow the CFD to quickly identify unknown TICs, CWAs and/or radiological sources without using an offsite laboratory or waiting for an agency in one of the other layers to bring their identification equipment or mobile laboratory. The delay in identifying hazardous chemicals and possible radiological sources can have a catastrophic impact to the Port of Charleston, its operations and financial stability, and the surrounding community. These instruments can also be quickly deployed on the CFD Fire Boat to inbound ships for HAZMAT/WMD detection. The capability to rapidly detect and mitigate HAZMAT/WMD incidents not only puts the safety of the responders first, but would also minimize lost revenue for the Port of Charleston.</p>

III.B. Describe current capabilities similar to this Investment

Response Type	Narrative
Page Limit	Not to exceed 1/2 page
Response Instructions	<ul style="list-style-type: none"> • Describe how many agencies within the port have existing equipment that are the same or have similar capacity as the proposed project • Include the number of existing capabilities within the port that are identical or equivalent to the proposed project
Response	<p>The CFD has the only on-duty staffed HAZMAT Team in the Tri-County area (Charleston, Berkeley, and Dorchester Counties, SC). The team members are on a rotating shift schedule and at least eight are on duty every hour of the year. The CFD Hazmat Team has the only HAZMAT response unit built into the Charleston County Consolidated Dispatch Center's system that can fully handle most Level II incidents; and with this needed specialized equipment, will become more capable of handling some Level I incidents. The Charleston County Consolidated Dispatch Center dispatches fourteen different municipal and County fire departments, County EMS and Rescue personnel. Charleston County has a HAZMAT/WMD Regional Response Team that is made up of members of the different fire departments in the County; of which the CFD has fourteen members (including a Team Leader and the Team Logistics Officer). The County HAZMAT/WMD Response Team relies on page-outs and phone calls for notification. Afterwards, it must meet before it can respond with equipment spaced throughout the County. Two other fire departments in the County have HAZMAT trained personnel and some equipment, but are often forced to rely upon the CFD HAZMAT Team to respond and assist with detection and mitigation of HAZMAT incidents.</p> <p>The CFD Hazmat Team and the Charleston County HAZMAT/WMD Regional Response Team both currently possess enough personal radiological dose meters to cover approximately half of the teams' own responders, and other equipment that is rapidly becoming technologically deficient. For the more complex specialized equipment, such as the</p>

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	ChemPro 100i, the CFD Hazmat Team must rely on South Carolina State Law Enforcement Division (SLED), the 43rd Civil Support Team, and the City of Columbia Fire Department's HAZMAT Team. Each of these three agencies is located in Columbia, SC, which is 120 miles away.
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IV. Implementation Plan

IV.A. Provide a high-level timeline, milestones and dates, for the implementation of this Investment such as stakeholder engagement, planning, major acquisitions or purchases, training, exercises, and process/policy updates. Up to 10 milestones may be provided.	
Response Type	Narrative
Page Limit	Not to exceed 1 page
Response Instructions	<ul style="list-style-type: none"> • Only include major milestones that are critical to the success of the Investment • Milestones are for this discrete Investment – those that are covered by the requested FY 2016 PSGP funds and will be completed over the 36-month grant period starting from the award date, giving consideration for review and approval process up to 12 months (estimate 36-month project period) • Milestones should be kept to high-level, major tasks that will need to occur (i.e., Design and development, begin procurement process, site preparations, installation, project completion, etc.) • List any relevant information that will be critical to the successful completion of the milestone (such as those examples listed in the question text above) <p><i>Note: Investments will be evaluated on the expected impact on security relative to the amount of the investment (i.e., cost effectiveness). An itemized Budget Detail Worksheet and Budget Narrative must also be completed for this investment. See following section for a sample format</i></p>
Response	<ol style="list-style-type: none"> 1. Accept Grant Award: October 2016 2. Solicit for quotes/bids then issue purchase orders: November – February 2017 3. Receive, label and inventory all equipment: March 2017 4. Initiate 30 – 45 day training period with all CFD Hazmat Team personnel: April 2017 5. Place all equipment into service: June 2017 6. Review FEMA Typed Resources Credentialing for Level II & Level I HAZMAT/WMD incidents and best practices.

IJ Submission and File Naming Convention

IJs must be submitted with the grant application as a file attachment within <https://portal.fema.gov>. Applicants must use the following file naming convention when submitting their IJs as part of the FY 2016 PSGP Program:
 COTP Zone Abbreviation_Port Area_Name of Applicant_IJ Number (Example: Hous_Galveston_XYZ Oil_IJ#1)

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

FY 2016 PORT SECURITY GRANT PROGRAM (PSGP)

Budget Detail Worksheet for the Charleston Fire Department

Purpose: The Budget Detail Worksheet may be used as a guide to assist applicants in the preparation of the budget and budget narrative. Applicants may submit the budget and budget narrative using this form or in the format of their choice (plain sheets, the applicant's own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to the project budget may be deleted. Below is an example for reference purposes

A. Personnel. List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Total Personnel		

B. Fringe Benefits. Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Computation	Cost
Total Fringe Benefits		

C. Travel. Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to three-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied: Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Total Travel				

D. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used). Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Computation	Cost
Spectroscopic Personal Radiation Detector & Holster	(15 @ \$2,250 plus 8.5% tax)	\$36,619
ChemPro 100i CBRNE Kit	(1 @ \$19,995.00 plus 8.5% tax)	\$21,695
Shipping & Freight		\$0
Total Equipment		\$58,313

Spectroscopic Personal Radiation Detector (SPRD) & Holster:

The SPRD is a personnel gamma radiation/nuclide handheld detector that would be issued to each HAZMAT/WMD officer. The purchase would include a holster and product warranty.

ChemPro 100i CBRN Kit/Warranty

This unique CBRN kit features a Handheld Chemical Warfare Agent (CWA) and Toxic Industrial Chemical (TIC) detector. CFD's HAZMAT Team responders would use the kit to detect and improve CBRNE safety and mitigation times. The kit includes a 5 year manufacturer's warranty, an NBC Transit Case, a li-ion spare battery, a bio assay reader module, an external battery charger, and a radiation detector module.

E. Supplies. List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy and threshold amount for classification of supplies may be used). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Total Supplies		

F. Consultants/Contracts. Indicate whether the applicant's procurement policy follows standards found in 2 C.F.R. § 200.318(a).

Consultant Fees: For each consultant enter the name, if known, service to be provided, reasonable daily or hourly (8-hour day), and estimated time on the project to include M&A.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Name of Consultant	Service Provided	Computation	Cost
Subtotal – Consultant Fees			

Consultant Expenses: List all reasonable expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.).

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Location	Computation	Cost
Subtotal – Consultant Expenses			

Contracts: Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Any sole source contracts must follow the requirements set forth in 2 C.F.R. Part 200.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Cost
Subtotal – Contracts	\$
Total Consultants/Contracts	\$

G. Other Costs. List items (e.g., reproduction, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, and provide a monthly rental cost and how many months to rent.

Budget Narrative: Provide a narrative budget justification for each of the budget items identified.

Important Note: If applicable to the project, construction costs should be included in this section of the Budget Detail Worksheet.

Description	Computation	Cost
		\$
	Total Other	\$

H. Indirect Costs. Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
		\$
	Total Indirect Costs	\$

Budget Summary - When the budget worksheet is complete, applicants should transfer the totals for each category to the spaces below and compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Amount	Non-Federal Amount
A. Personnel		
B. Fringe Benefits		
C. Travel		
D. Equipment	\$43,735	\$14,578
E. Supplies		
F. Consultants/Contracts		
G. Other		
H. Indirect Costs		

Total Requested Federal Amount	Total Non-Federal Amount
\$43,735	\$14,578
Combined Total Project Costs	
\$58,313	

Detailed Budget Submission and File Naming Convention

Detailed budgets must be submitted with the grant application as a file attachment within <https://portal.fema.gov>. Applicants must use the following file naming convention when submitting their detailed budgets as part of the FY 2016 PSGP Program:

COTP Zone Abbreviation_Port Area_Name of Applicant_IJ Number_Budget (Example: Hous_Galveston_XYZ_1_Budget)

Prohibited Equipment List (PEL)- 7 Categories

Equipment	Description
Tracked Armored Vehicles	Vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
Weaponized Aircraft, Vessels, and Vehicles of Any Kind	These items will be prohibited from purchase or transfer with weapons installed.
Firearms of .50-Caliber or Higher	
Ammunition of .50-Caliber or Higher	
Grenade Launchers	Firearm or firearm accessory designed to launch small explosive projectiles
Bayonets	Large knives designed to be attached to the muzzle of a rifle/shotgun/long gun for the purposes of hand-to-hand combat
Camouflage Uniforms: Applies to digital/urban-style camouflage uniform	Camouflage uniforms for use in areas where they do not actually camouflage the wearer are prohibited. Example: Woodland patterned uniforms for use in urban terrain would be prohibited but woodland camouflage in forest areas for narcotic eradication programs would not be prohibited.



Controlled Equipment List (CEL) – 12 Categories

Equipment	Description
Manned Aircraft, Fixed Wing	Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift. AEL # 18AC-00-ACFT
Manned Aircraft, Rotary Wing	Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift. AEL # 18AC-00-ACFT
Unmanned Aerial Vehicles	A remotely piloted, powered aircraft without a crew aboard. (Includes Small Unmanned Aerial Systems (SUAS)). AEL # 03OE-07-SUAS
Armored Vehicles, Wheeled	Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier. AEL # 12VE-00-SPEC and AEL # 12VE-00-MISS
Tactical Vehicles, Wheeled	A vehicle purpose-built to operate on- and off-road in support of military [-style] operations, such as a HMMVV ("Humvee"), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached. AEL # 12VE-00-SPEC and AEL # 12VE-00-MISS
Command and Control Vehicles	Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident. AEL # 12VE-00-CMDV



Controlled Equipment List (CEL) – 12 Categories

Equipment	Description
<p>Specialized Firearms and Ammunition Under .50-Caliber</p>	<p>Weapons and corresponding ammunition for specialized operations or assignment. This excludes service-issued handguns, rifles, or shotguns that are issued or approved by the agency to be used during the course of regularly assigned duties. Excludes firearms and ammunition for service-issued weapons. Not allowable under any FEMA preparedness grant program.</p>
<p>Explosives and Pyrotechnics</p>	<p>Includes “flash bangs” as well as explosive breaching tools often used by special operations units. AEL # 02EX-00-EXTR</p>
<p>Breaching Apparatus</p>	<p>Tools designed to provide law enforcement rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram), ballistic (slugs), or explosive. AEL # 02EX-00-EXEN and 02EX-00-EXTR</p>
<p>Riot Batons</p>	<p>Non-expandable baton of greater length (generally in excess of 24 inches) than service-issued types and are intended to protect its wielder during melees by providing distance from assailants. Excludes service-issued telescopic or fixed-length straight Batons. Not allowable under any FEMA preparedness grant program.</p>
<p>Riot Helmets</p>	<p>Helmets designed to protect the wearer’s face and head from Injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. Not allowable under any FEMA preparedness grant program. While Ballistic Helmets are allowable, they are restricted from use for riot suppression. See AEL # 01LE-01-HLMT</p>
<p>Riot Shields</p>	<p>Shields intended to protect wielders from their head to their knees in melees. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. Riot shields may also be used as an offensive weapon to push opponents. Not allowable under any FEMA preparedness grant program. While Ballistic Shields are allowable, they are restricted from use for riot suppression. See AEL # 01LE-01-SHLD</p>



DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
CONTROLLED EQUIPMENT REQUEST

OMB Control Number: 1660-0141
Expiration: 09-30-2016

PAPERWORK BURDEN DISCLOSURE NOTICE
FEMA Form 087-0-0-1

Public reporting burden for this data collection is estimated to average 45 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472-3100, Paperwork Reduction Project (1660-NEW) NOTE: Do not send your completed form to this address.

A. General Information

Name of Applicant or Recipient: City of Charleston Police Department		State or Tribe: South Carolina
Program: Port Security Grant Program	Program Fiscal Year: 2016	Award or Application Number (If known):
Project Title: Enhancing IED & CBRNE Threat Response and Recovery		Investment Justification Number: 2
Project Number:	Is this a law enforcement agency? Yes	Project Address: Port of Charleston, SC

B. Applicant or Recipient Point(s) of Contact

Authorizing Official	Point of Contact for the Management of the Project
Name: John Tecklenburg, Mayor	Name: Gregory Mullen, Chief of Police
Address: 80 Broad Street Charleston, SC 29401	Address: 180 Lockwood Drive Charleston, SC 29403
Phone: 843-724-3737	Phone: 843-720-2400
E-mail: tecklenburgj@charleston-sc.gov	E-mail: mulleng@charleston-sc.gov

C. Sub recipient - General Information (If applicable)

Name of Sub recipient (If applicable): Not Applicable	
Project Title:	Investment Justification Number:
Project Number:	Is this a law enforcement agency?
Point of Contact:	Address:
Phone:	E-mail:

D. Policies

Law Enforcement Agencies only - Does the Requesting Agency have policies on the following?

Community Policing: Yes	Community Input: Yes
Constitutional Policing: Yes	Impact Considerations: Yes

ALL Requesting Organizations - Are the following policies in place for the requested controlled equipment?

Appropriate Use: Yes	Effectiveness Evaluation: Will implement before acquisition
Supervision of Use: Yes	Auditing and Accountability: Yes

Transparency and Notice Consideration: Yes
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Does the Requesting Organization have Record Keeping policies on the following?

Training on the use of the controlled equipment: Yes	Significant Incidents: Yes
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E. Controlled Equipment Information

Category of requested equipment: Breaching Apparatus	Authorized Equipment List Number (If known): AEL # 02EX-00-EXEN
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Provide a detailed description of the equipment and the justification for acquiring the requested controlled equipment

Breaching Tools: If EDT increases the capability to identify an IED, then SWAT requires the tools access it. The investment provides SWAT the necessary equipment to breach a vessel or facility to contain a crew while City Fire Department HAZMAT teams address the CBRNE threat. The breaching tools are able to precision-cut locks, cut through hurricane-proof glass and port-holes, and remove the bolts to CONEX boxes. Since the SWAT is the 1st unit to enter and clear a "hot" area for EOD and Tactical Medics to enter, it is imperative that they have the tools to swiftly and safely execute their mission. Therefore, the tools would enhance Port recovery capabilities.

SWAT Controlled Equipment Detail:

Tactical Breaching Torch Kit PC/TACMOD1: The portable breaching torch kit is capable of cutting 1" thick steel within minutes. The kit includes a torch, oxygen cylinder, regulator, hoses, backpack, battery ignition accessories, rod extender, rod quivers, leather shield, gloves, safety goggles, chargers and storage case.

Mini-Tac Breaching Torch Kit: This item is the smaller of the kits. The mini-kit is used for incision cuts such as locks. The kit includes two cylinders, submersible oxygen regulator, torch, oxygen hose, 2-pole striker plate with cover, battery assembly with charger, 18" rod extender, Molle carry pouch, leather shield, protective gloves, safety glasses, sample packets of 3/8" and 1/4" diameter cutting rods, collets to fit 3/16", 1/4" and 3/8" cutting rods, hose, and bag.

Mini-Breaching Saw: This is a cordless, portable saw is able to cut chains, hardened locks, window bars, door hinges, sheet metal and safety glass in order to create entryways.

Number of units requested: 3	Number of units currently in inventory: 0
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List all categories of controlled equipment acquired by the organization through federal programs in the last three (3) years that are currently in inventory.

Fiscal year: 20 13	Fiscal year: 20 14	Fiscal year: 20 15
Breaching Apparatus		

Any additional that is not listed above (Please include category type and fiscal year acquired):

The City of Charleston Police Department acquired a breaching/cutting for the EOD robot toolkit in May 2013 on a 2012 PSGP (EMW-2012-PU-00472).

Can the requested controlled equipment be reasonably accessed by other means?	No
Has the requesting organization provided training to users of the controlled equipment?	Yes

F. Organization Information

Does the requesting organization have written approval from their governing body (for purposes of these criteria, a "governing body" is defined as the institution or organization that has direct budgetary oversight or fiscal/financial control over the requesting entity) for the proposed acquisition of the requested controlled equipment? Yes

Has the requesting organization previously requested, have a pending request for, or been denied for this category of controlled equipment by another federal agency? No

F. Organization Information (Continued)

If previously denied, provide an explanation of why the request was denied, including which Agency made the denial:

Has the requesting organization ever been in violation of a federal civil rights statute or program during the past 3 years? No

If yes, provide any disposition that was reached or corrective action:

Will the requested controlled equipment provide a regional or multi-jurisdictional capability? No

If yes, provide the following information regarding the controlled equipment:

Regional Geographic size to be served:

Regional Population to be served:

Provide the number of individuals with access:

G. Regional Sharing Agreement

Have all entities within the regional sharing agreement implemented all required protocols, training, records keeping, and information collection and retention requirements prior to acquisition of the controlled equipment? Yes

H. Certification Statement

By signing below, the authorized official certifies that the requesting organization:

- Has adopted the required Policies and Protocols Requirements;
- Meets the Training Requirements;
- Will adhere to the Records Keeping Requirements;
- Will adhere to After-Action Report Requirements;
- If applicable, all entities within the regional sharing agreement have implemented or will implement all required protocols, training, records keeping, and information collection and retention requirements prior to acquisition of the controlled equipment.
- Will abide by all applicable federal, state, local, and tribal laws, regulations, programmatic terms and conditions, and all requirements outlined in the Grant Programs Directorate Information Bulletin 407.

Authorizing Official (Print Name):

Signature:

Date:

The Honorable John J. Tecklenburg

Apr 12, 2016

I. FEMA Grant Programs Director Staff only

Reviewed By (Print Name):

Position Title and Organization:

Date:

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
CONTROLLED EQUIPMENT REQUEST

OMB Control Number: 1660-0141
Expiration: 09-30-2016

PAPERWORK BURDEN DISCLOSURE NOTICE
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A. General Information

Name of Applicant or Recipient: City of Charleston Police Department		State or Tribe: South Carolina
Program: Port Security Grant Program	Program Fiscal Year: 2016	Award or Application Number (If known):
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Project Number:	Is this a law enforcement agency? Yes	Project Address: Port of Charleston, SC

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Authorizing Official	Point of Contact for the Management of the Project
Name: John Tecklenburg, Mayor	Name: Gregory Mullen, Chief of Police
Address: 80 Broad Street Charleston, SC 29401	Address: 180 Lockwood Drive Charleston, SC 29403
Phone: 843-724-3737	Phone: 843-720-2400
E-mail: tecklenburgj@charleston-sc.gov	E-mail: mulleng@charleston-sc.gov

C. Sub recipient - General Information (If applicable)

Name of Sub recipient (If applicable): Not Applicable	
Project Title:	Investment Justification Number:
Project Number:	Is this a law enforcement agency?
Point of Contact:	Address:
Phone:	E-mail:

D. Policies

Law Enforcement Agencies only - Does the Requesting Agency have policies on the following?

Community Policing: Yes	Community Input: Yes
Constitutional Policing: Yes	Impact Considerations: Yes

ALL Requesting Organizations - Are the following policies in place for the requested controlled equipment?

Appropriate Use: Yes	Effectiveness Evaluation: Will implement before acquisition
Supervision of Use: Yes	Auditing and Accountability: Yes
Transparency and Notice Consideration: Yes	

Does the Requesting Organization have Record Keeping policies on the following?

Training on the use of the controlled equipment: No	Significant Incidents: Yes
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E. Controlled Equipment Information

Category of requested equipment: Command and Control Vehicles	Authorized Equipment List Number (If known): AEL # 12VE-00-CMDV
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Provide a detailed description of the equipment and the justification for acquiring the requested controlled equipment

EOD Command Vehicle: The CPD's current "Command Vehicle" is a 1993 Chevrolet box truck unable to hold a growing amount of equipment. A new vehicle would feature a dedicated operator area for storing, directing, and monitoring the EDT robot. A new vehicle would also feature storage space and up-date-wiring for the EDT's digital x-ray systems. The current box truck lacks an interior configured to secure and store Hazmat gear and SCBA pressurized tanks. Presently, the pressurized tanks are secured inside using plastic shipping containers. A new vehicle with climate control, a customizable interior, and upgraded electrical wiring would ensure better care of existing equipment and enhance mobile robotic deployments in the Port Area. In turn, this would build upon IED and CBNRE prevention and recovery capabilities. If awarded, this vehicle would replace the outdated truck.

Number of units requested: 1	Number of units currently in inventory: 1
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List all categories of controlled equipment acquired by the organization through federal programs in the last three (3) years that are currently in inventory.

Fiscal year: 20 13	Fiscal year: 20 14	Fiscal year: 20 15
Breaching Apparatus		

Any additional that is not listed above (Please include category type and fiscal year acquired):
The City of Charleston Police Department acquired a robotic breaching/cutting toolkit in May 2013 on a 2012 PSGP (EMW-2012-PU-00472).

Can the requested controlled equipment be reasonably accessed by other means?	No
Has the requesting organization provided training to users of the controlled equipment?	Yes

F. Organization Information

Does the requesting organization have written approval from their governing body (for purposes of these criteria, a "governing body" is defined as the institution or organization that has direct budgetary oversight or fiscal/financial control over the requesting entity) for the proposed acquisition of the requested controlled equipment? Yes

Has the requesting organization previously requested, have a pending request for, or been denied for this category of controlled equipment by another federal agency? No

F. Organization Information (Continued)

If previously denied, provide an explanation of why the request was denied, including which Agency made the denial:

Has the requesting organization ever been in violation of a federal civil rights statute or program during the past 3 years? No

If yes, provide any disposition that was reached or corrective action:

Will the requested controlled equipment provide a regional or multi-jurisdictional capability? No

If yes, provide the following information regarding the controlled equipment:

Regional Geographic size to be served:

Regional Population to be served:

Provide the number of individuals with access:

G. Regional Sharing Agreement

Have all entities within the regional sharing agreement implemented all required protocols, training, records keeping, and information collection and retention requirements prior to acquisition of the controlled equipment? Yes

H. Certification Statement

By signing below, the authorized official certifies that the requesting organization:

- Has adopted the required Policies and Protocols Requirements;
- Meets the Training Requirements;
- Will adhere to the Records Keeping Requirements;
- Will adhere to After-Action Report Requirements;
- If applicable, all entities within the regional sharing agreement have implemented or will implement all required protocols, training, records keeping, and information collection and retention requirements prior to acquisition of the controlled equipment.
- Will abide by all applicable federal, state, local, and tribal laws, regulations, programmatic terms and conditions, and all requirements outlined in the Grant Programs Directorate Information Bulletin 407.

Authorizing Official (Print Name):

Signature:

Date:

The Honorable John J. Tecklenburg

Apr 12, 2016

I. FEMA Grant Programs Director Staff only

Reviewed By (Print Name):

Position Title and Organization:

Date:

Controlled Equipment Request -- Instructions

A. General Information - The information in this section provides background and context for the investment(s) requested or awarded.

- **Program Fiscal Year:** Fiscal year of the grant award or application. (Ex. If you have a 2014 grant award the Program FY is 2014 or if you are applying for a 2016 Grant Award your Program FY is 2016).
- **Recipient:** A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See also §200.69 Non-Federal entity. (2 CFR § 200.86)

B. Applicant or Recipient Point of Contact - Identify the organization's Authorizing Official, and primary point of contact for management of the project(s), including contact information.

- **Authorizing Official:** authorize to sign grant agreement on behalf of the organization.

C. Subrecipient - Identify subrecipient if applicable.

- **Subrecipient:** A non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. (2 CFR § 200.93)

D. Policies - Law Enforcement Agencies and other requesting organizations identify the following policies.

- **Community Policing:** The concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs and, in turn, enhances LEAs ability to investigate crimes and keep the peace. (Recommendations Pursuant to Recommendations Pursuant to Executive Order 13688, pg.19)
- **Constitutional Policing:** Protocols emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies must include protocols on First Amendment, Fourth Amendment, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. (Recommendations Pursuant to Executive Order 13688, pg. 19)
- **Community Input and Impact:** Protocols must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs' actions, role in, and relationships with the community. Law enforcement exists to protect and serve the community, so it is axiomatic that the community should be aware of and have a say in how they are policed. LEAs should make particular efforts to seek the input of communities where controlled equipment is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEA's regular interactions with the public through community forums, town halls, or meetings with the Chief or community outreach divisions. (Recommendations Pursuant to Executive Order 13688, pg. 19)

- **Appropriate Use of Controlled Equipment:** Requesting organizations should examine scenarios in which controlled equipment will likely be deployed, the decision-making processes that will determine whether controlled equipment is used, and the potential that both use and misuse of controlled equipment could create fear and distrust in the community. Protocols should consider whether measures can be taken to mitigate that effect (e.g., keep armored vehicles at a staging area until needed) and any alternatives to the use of such equipment and tactics to minimize negative effects on the community, while preserving officer safety. (Recommendations Pursuant to Executive Order 13688, pg. 19 - 20)
- **Supervision of Use:** The protocols must specify appropriate supervision of personnel operating or utilizing controlled equipment. Supervision must be tailored to the type of equipment being used and the nature of the engagement or operation during which the equipment will be used. Policies must describe when a supervisor of appropriate authority is required to be present and actively overseeing the equipment's use in the in the field. (Recommendations Pursuant to Executive Order 13688, pg. 20)
- **Effectiveness Evaluation:** The protocols must articulate that the requesting organization will regularly monitor and evaluate the effectiveness and value of controlled equipment to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. Requesting organizations should routinely review after-action reports and analyze any data on, for example, how often controlled equipment is used or whether controlled equipment is used more frequently in certain law enforcement operations or in particular locations or neighborhoods. (Recommendations Pursuant to Executive Order 13688, pg. 20)
- **Auditing and Accountability:** There must be strong auditing and accountability provisions in the protocols which state that the requesting organization's personnel will agree to and comply with and be held accountable if they do not adhere to agency, State, local, Tribal, and Federal policies associated with the use of controlled equipment. (Recommendations Pursuant to Executive Order 13688, pg. 20)
- **Transparency and Notice:** The protocols must articulate that the requesting organization will engage the community regarding acquisition of controlled equipment, policies governing its use, and review of Significant Incidents (see Recommendation 2.3 below), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures. (Recommendations Pursuant to Executive Order 13688, pg. 20)
- **Significant Incident:** Any law enforcement operation or action that involves (a) a violent encounter among civilians or between civilians and the police; (b) a use-of-force that causes death or serious bodily injury; (c) a demonstration or other public exercise of First Amendment rights; or (d) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed. (Recommendations Pursuant to Executive Order 13688, pg. 22 - 23)

E. Controlled Equipment Information - Applicant or recipient/subrecipient identify and describe the requested equipment.

- **Authorized Equipment List:** The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. <http://beta.fema.gov/authorized-equipment-list>

F. Organization Information - Describe pending or applied control equipment request.

- **Corrective Action:** Action taken by the auditee that:
 - (a) Corrects identified deficiencies;
 - (b) Produces recommended improvements; or
 - (c) Demonstrates that audit findings are either invalid or do not warrant auditee action. (2 CFR § 200.26)

G. Regional Sharing - Identify regional sharing amongst entities.

- **Regional Sharing:** The requesting organization must indicate whether the requested controlled equipment is being acquired to provide a regional or multijurisdictional capability. (Recommendations Pursuant to Executive Order 13688, pg. 28 - 29)

H. Certification Statement - Authorizing Official certify information.

- **After-Action Review:** (1) Requesting organizations must collect and retain "Required Information" (described below) when law enforcement activity that involves a "Significant Incident" requires, or results in, the use of any Federally-acquired controlled equipment in the requesting organization's inventory (or any other controlled equipment in the same category as the Federally-acquired controlled equipment). (2) When unlawful or inappropriate police actions are alleged and trigger a Federal compliance review, and the Federal agency determines that controlled or prohibited equipment was used in the law enforcement activity under review, the requesting organization must produce or generate a report(s) containing Required Information. (Recommendations Pursuant to Executive Order 13688, pg. 22)
- **Record-Keeping Requirement:** Requesting Organizations must retain "Significant Incident" reports and Required Information for a period of at least three (3) years and must provide a copy of these records, upon request, to the Federal agency that supplied the equipment/funds. This information also should be made available to the community the requesting organization serves in accordance with applicable policies and protocols including considerations regarding the disclosure of sensitive information. (Recommendations Pursuant to Executive Order 13688, pg. 23)

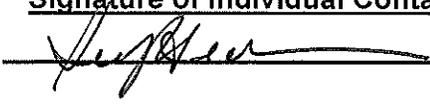
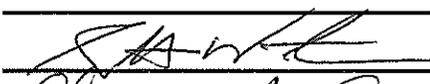
COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor
FROM: Stephen A. Bedard DEPT. BFRC
SUBJECT: OFFICE OF CULTURAL AFFAIRS – AGSOUTH FARM CREDIT, ACA
REQUEST: To accept a grant award in the amount of one thousand dollars from AgSouth Farm Credit to design and print rack cards to promote our local Farmers Market

COMMITTEE OF COUNCIL: W&M DATE: April 12, 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 type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

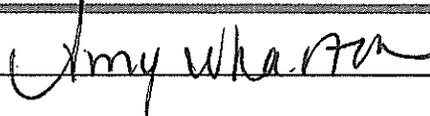
FUNDING: Was funding previously approved? Yes No N/A

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

Balance in Account _____ Amount needed for this item _____

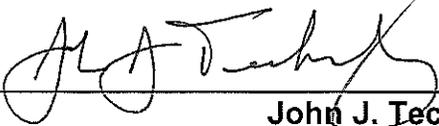
Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

No City match required.

Mayor's Signature: 
John J. Tecklenburg, Mayor

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

Rooney, Gordon

From: Uzzolino, Rhonda <RUzzolino@agsouthfc.com>
Sent: Friday, March 18, 2016 9:12 AM
To: Rooney, Gordon
Subject: Congratulations from AgSouth Farm Credit!
Attachments: 37698 AgSouth Think Outside the Store Flyer FINAL.pdf; Individual Grant Press Release.doc; W-9 DEC 2014.pdf; 3 Cs.psd; AFC 3-Inch.jpg; TOutside Logo.jpg

AgSouth Farm Credit is very happy to announce that your farmers market has been chosen to receive our Think Outside the Store® farmers market grant. We received 55 applications and are awarding 25 \$1,000 grants across our territory. Your market was chosen for its excellent plan detailing how you will promote the venue. We will mail your check for \$1,000 and make plans to deliver your 100 reusable bags as soon as you complete and return the W-9 (attached).

Additionally, we have included the following:

1. Mock press-release (Please feel free to change the quotes. Examples are used as place fillers.) We find that local newspapers will more often print press releases that come directly from within the communities they serve. This is FREE publicity, and we encourage you to send these releases to those papers that cover your territory, write your own release, or call your local paper to speak with a reporter.
2. AgSouth Farm Credit logo
3. AgSouth's Think Outside the Store® logo
4. A page full of examples of how previous winners included the logos in their marketing to spur more ideas.

Please let me know if you need our logo in another format or size and please share with us photos illustrating the ways in which you used our logos in promoting your market. We will use these to post to our social media to help promote your markets. AgSouth has been serving our farmers and rural communities for a century, and we are very happy to be able to continue to serve them through supporting markets like yours.

If you have any questions, please feel free to contact me.

Once again, congratulations!



Rhonda L. Uzzolino
Marketing Manager, Adv & PR

COMMITTEE / COUNCIL AGENDA

(6.)

TO: John J. Tecklenburg, Mayor

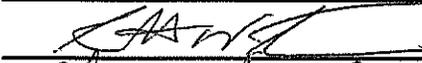
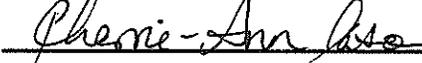
FROM: Stephen A. Bedard DEPT. BFRC

SUBJECT: OFFICE OF CULTURAL AFFAIRS – JERRY AND ANITA ZUCKER FAMILY ENDOWMENT FUND

REQUEST: To approve the submission of a grant application to The Jerry and Anita Zucker Family Endowment Fund in the amount of \$5,000;
For 2016 Piccolo Spoleto Festival Outreach Programs

COMMITTEE OF COUNCIL: W&M DATE: April 12, 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"/>

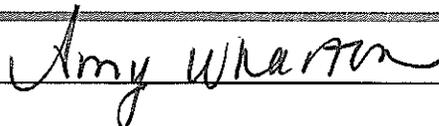
FUNDING: Was funding previously approved? Yes No N/A

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:
"No city match required"

Mayor's Signature: 
John J. Tecklenburg, Mayor

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



Jerry and Anita Zucker Family Endowment Fund
A Fund of Coastal Community Foundation of South Carolina
 Founded in 1996 by Anita, Jerry, Jonathan, Andrea, & Jeffrey Zucker

APPLICATION

Organization name	City of Charleston Office of Cultural Affairs		
Year founded	1977		
Mailing address	75 Calhoun Street, Suite 3800, Charleston, SC 29401		
Physical address	75 Calhoun Street, Suite 3800, Charleston, SC 29401		
Telephone & fax numbers	(843) 724-7295 / (843) 720-3967		
General e-mail for organization	CulturalAffairs@charleston-sc.gov		
Website address	www.charlestonarts.org / www.piccolospoleto.com		
Executive director	Scott Watson		
Executive director's e-mail	WatsonS@charleston-sc.gov		
✓ the appropriate tax status	<input type="checkbox"/> 501(c)(3); <input type="checkbox"/> House of worship; or <input checked="" type="checkbox"/> Other, please explain: unit of local government		
Organization's EIN	57-6000226		
✓ the geographic area(s) served by <u>this</u> request	<input checked="" type="checkbox"/> Berkeley Co.; <input checked="" type="checkbox"/> Charleston Co.; <input checked="" type="checkbox"/> Dorchester Co.; <input type="checkbox"/> Other, please explain:		
✓ the program area that <u>best</u> describes the focus for this request (only one box)	<input checked="" type="checkbox"/> Arts; <input type="checkbox"/> Education; <input type="checkbox"/> Environment; <input type="checkbox"/> Health; <input type="checkbox"/> Human needs; <input type="checkbox"/> Neighborhood/community development; <input type="checkbox"/> Religious		
Contact person for <u>this</u> request	Gordon Rooney		
Contact person's title	Development Manager		
Contact person's e-mail	RooneyG@charleston-sc.gov		
✓ the appropriate box for which funding is sought	<input type="checkbox"/> general operating support; or <input checked="" type="checkbox"/> special project, title: 2016 Piccolo Spoleto Festival - Outreach Programs		
Type of population served (i.e. low-income elderly)	low-income elderly, disabled veterans, students		
Dollar amount requested	\$ 5,000	Project/program budget	\$ 25,000
Fiscal year (month/day)	Begins: January 1, 2016		Ends: December 31, 2016
Current annual budget	Income \$ 800,000		Expenses \$ 800,000
	Assets \$ N/A		Endowment \$ N/A
Mission statement (300 characters)	Seeking to foster artistic expression and promoting access for all to the arts, the Office of Cultural Affairs produces large-scale events, facilitates citywide public celebrations, and manages ongoing initiatives that enrich the community's quality of life.		
Summarize this grant request (2,000 characters)	The Office of Cultural Affairs partners with Charleston County Schools and Charleston County Public Library every year to provide arts education opportunities to students and educators. With over 500 arts and cultural events, the Piccolo Spoleto Festival is an excellent avenue to expose students and educators to a varied program that includes children's activities, visual arts exhibitions, performances of classical music, jazz, dance, theatre, poetry readings, craft shows and more.		



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	<p>Along with students and educators, our outreach programs will focus on making the Festival experience available to all citizens in our community. This means partnering with Charleston County Schools (as well as Berkeley and Dorchester Two Schools) and Charleston area nonprofit organizations. We have ongoing partnerships and evolving partnerships in the Charleston area, such as the Department of Veterans Affairs, the Disabilities Board of Charleston and Engaging Creative Minds. For the 2016 Festival, we plan to offer more than half of the Festival's events admission-free. Many of these tickets will be reserved for students, educators and various outreach groups.</p> <p>Since its inception, Piccolo Spoleto has designed and implemented special programs to make the Festival experience accessible to all people, regardless of economic, social or physical considerations. In the process, Piccolo Spoleto has been building audiences for all of Charleston's arts organizations and presenting groups. This year's Festival will run from May 27 to June 12, 2016.</p>
<p>Describe the plan of action or proposed activities for this request. Include intended results (who will be effected and in what ways). Think in terms of a change or changes in behavior, attitude, condition, knowledge and/or status. (1,500 characters)</p>	<p>The 17-day Piccolo Spoleto Festival transforms Charleston into an exhilarating celebration of the cultural vitality and diversity of the South Carolina Lowcountry. To ensure that the Festival experience is accessible to everyone in our community, our outreach program will focus on three main components: First, we will partner with the Charleston County School District make sure students and educators are included in the Festival experience. In partnership with Charleston County Public Library, our plans also include children's activities during the Festival. A second component of our outreach program will involve working with our outreach partners and Charleston area schools to distribute free tickets to Festival events. Our target populations include students, educators, low-income senior citizens, disabled veterans, people with disabilities, children and families. Along with those already listed, these outreach partners include the Lowcountry Association of the Deaf, the Association of the Blind and Visually Impaired, Ronald McDonald House, MUSC Children's Hospital and more. The third component is focused on making sure that every venue is ADA compliant and accessible to all audiences. We hope exposure to these arts programs will ignite a strong interest in young people and others in the tri-county area.</p>
<p>Explain how the grant money would be spent. (500 characters)</p>	<p>The grant money will be spent to help pay for part of the expenses associated with our outreach program. These expenses include event tickets, coordinator fees, artistic fees, production and technical fees, advertising, printing, a stipend for our outreach intern, graphic design, website management and</p>



Jerry and Anita Zucker Family Endowment Fund

A Fund of Coastal Community Foundation of South Carolina

Founded in 1996 by Anita, Jerry, Jonathan, Andrea, & Jeffrey Zucker

		administrative costs.	
How many people will directly benefit from this request?	# 2,000	How many volunteers are involved with this request?	# 10
Did your organization receive a <i>Jerry & Anita Zucker Family Endowment Fund</i> grant <u>last</u> year? Yes <input checked="" type="checkbox"/> ; No <input type="checkbox"/> . If yes, how much \$5,000, and answer each of the four questions below for the funded request.			
Explain how the grant funds were spent.	During the 2015 Piccolo Spoleto Festival, we coordinated with a number of outreach partners in the nonprofit community, along with Charleston County School District and Charleston County Public Library, to promote our events and distribute free tickets to students, educators, low-income senior citizens, disabled veterans and others in our community. Our focus is on making our arts and cultural events accessible to everyone in our community and that includes reaching out to as many nonprofit partners as possible to make them aware of the many opportunities to get involved and experience the Festival. Our outreach program for the Festival is significant so other expenses associated with these grant funds included coordinator fees, technical and production costs, marketing fees, printing costs, artistic performer fees and, as mentioned above, ticket giveaways to our target audiences for this program.		
What was the best thing that happened with regard to the funded program? If there were any challenges, what lessons were learned?	We are proud to report that over half of our events during the 2015 Piccolo Spoleto Festival were offered admission-free. Our ability to offer admission-free events and other events at reduced prices allows us to reach a broad audience who can experience the many wonderful arts and cultural events the Festival has to offer. This is the most far-reaching aspect of our outreach program and one that we hope to replicate for the 2016 Festival. More specifically, our outreach program included hosting students and educators at the City Gallery for education tours. During the Piccolo Spoleto Festival Juried Art Exhibition (showcasing recent work by South Carolina artists), students from Drayton Hall Elementary toured and discussed the exhibition, including the various types of media used in the artwork and about the jurying process. It can be a challenge to quantify the best outcome of our outreach program; but having the ability to inspire and educate young students in our community ranks at the top of what deem as crucial to our mission and to what we try and achieve through our outreach program during the Festival.		
Describe 2 – 3 of the most important things experienced by or done by your organization	The Office of Cultural Affairs is proud to "bring the arts to the people" and produce or present a number of artistically-excellent arts events and cultural activities throughout the year. Our programs include the Piccolo Spoleto Festival; the MOJA		



Jerry and Anita Zucker Family Endowment Fund
A Fund of Coastal Community Foundation of South Carolina
Founded in 1996 by Anita, Jerry, Jonathan, Andrea, & Jeffrey Zucker

since your previous application submission.

Arts Festival; the Charleston Farmers Market; a number of art exhibitions at the City Gallery (promoting local and regional artists); Holiday Magic in Historic Charleston, Holiday Parade of Boats (on Charleston Harbor); our Lowcountry Quarterly Arts Grants Program (providing "seed money" for projects to a number of local artists and arts organizations in the tri-county area); Happy New Year Charleston; promotion of the many arts and cultural events in the tri-county area through our Arts in Charleston Calendar; and outreach programs that reach beyond this funded program to our other arts and cultural events and activities.

**2016 Piccolo Spoleto Festival
OUTREACH PROJECT BUDGET**

INCOME	
Corporate sponsorships	\$12,750.00
Individual donations	\$2,250.00
Grant applications	\$10,000.00
TOTAL INCOME	\$25,000.00

SOURCES OF SUPPORT	
Corporate sponsorships	
Publix Super Markets Charities (Pending)	\$5,250.00 (out of \$20,000.00)
The Boeing Company	\$7,500 (out of \$20,000.00)
Individual donations	
Elizabeth C. Rivers Lewine Endowment	\$500.00
The Harriet & Linda Ripinsky Fund	\$500.00
Nancy Needle Mendelson Best Friend Endowment (Pending)	\$1,250.00
Grant applications	
City of Charleston Community Assistance Grant	\$5,000.00
Jerry & Anita Zucker Family Endowment Fund (Pending)	\$5,000.00

EXPENSES	
Artistic Performer fees	\$15,000.00
Coordinator fees	\$500.00
Event Tickets for giveaway	\$5,000.00
Technical/Production costs	\$2,500.00
Marketing/Printing/Website	\$2,000.00
TOTAL EXPENSES	\$25,000.00

Internal Revenue Service

Date: February 8, 2005

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

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

**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 ..."

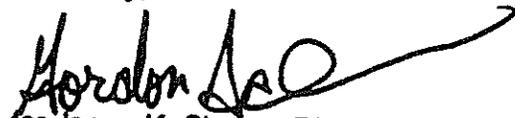
Because your organization is a governmental unit or a political subdivision thereof, its income is not taxable as explained above. Contributions used exclusively for public purposes are deductible under Section 170(c)(1) of the Code.

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. Skulica, Director, TE/GE
Customer Account Services

NAMES AND PRIMARY AFFILIATIONS OF OFFICERS AND BOARD MEMBERS:

SINCE THE OFFICE OF CULTURAL AFFAIRS IS PART OF THE CITY OF CHARLESTON, THE MAYOR OF CHARLESTON AND CHARLESTON CITY COUNCIL ARE THE GOVERNING BOARD OF ALL PROJECTS PRODUCED BY THE OFFICE OF CULTURAL AFFAIRS. THE MAYOR AND MEMBERS OF THE CHARLESTON CITY COUNCIL INCLUDE:

- MAYOR** **John J. Tecklenburg**
Occupation: Mayor of Charleston
Address: 80 Broad Street, Charleston, SC 29401
Phone: (843) 724-3737
E-Mail: TecklenburgJ@charleston-sc.gov
- District 1** **F. Gary White, Jr.**
Occupation: VP for First Citizens Bank
Address: PO Box 599; Charleston, SC 29402
Phone: (843) 364-1876
E-mail: WhiteG@charleston-sc.gov
- District 2** **Rodney Williams**
Occupation: Owner, Williams & Associates Consulting, LLC
Address: 80 Broad Street, Charleston, SC 29401
E-Mail: WilliamsRod@charleston-sc.gov
- District 3** **James Lewis, Jr.**
Occupation: Manager, Piggly Wiggly Carolina Co.
Address: 292 Sumter Street, Charleston, SC 29403.
Pager: (843) 901-3897
- District 4** **Robert M. Mitchell**
Occupation: HUD Approved Housing Counselor, United Way
Address: 728 King Street; Charleston, SC 29403
Phone: (843) 853-2057
Pager: (843) 937-7663
E-Mail: MitchellRo@charleston-sc.gov
- District 5** **Marvin D. Wagner**
Occupation: Retired Federal Civil Servant; runs a tax and bookkeeping business
Address: 2915 Amberhill Way, Charleston, SC 29414-8004
Phone: (843) 729-5155
E-Mail: WagnerM@charleston-sc.gov; mdwagner@bellsouth.net

- District 6 William Dudley Gregorie**
Occupation: Former Director of US Department of HUD-Columbia, SC Field Office
Address: 17 Maranda Holmes Street, Charleston SC 29403
Phone: (843) 720-1232
E-Mail: GregorieWD@charleston-sc.gov
- District 7 Perry Keith Waring**
Occupation: Financial Planner
Address: 1847 Ashley River Rd., Ste. 100; Charleston, SC 29407
Phone: (843) 763-5388
E-Mail: WaringP@charleston-sc.gov
- District 8 Michael S. Seekings**
Occupation: Attorney, Leath, Bouch & Seekings, LLP
Address: 29 Montagu Street, Charleston, SC 29401
E-Mail: SeekingsM@charleston-sc.gov
- District 9 A. Peter Shahid, Jr.**
Occupation: Attorney, Shahid Law Office, LLC
Address: 1861 West Battery Lane; Charleston, SC 29407
Phone: (843) 323-6474
E-Mail: ShahidP@charleston-sc.gov
- District 10 Dean C. Riegel**
Occupation: President/Chief Operating Officer, Atlantic Occupational Medicine, L.L.C.
Address: 2113 Virginia Oak Court, Charleston, SC 29414
E-mail: RiegelD@charleston-sc.gov
- District 11 William A. Moody, Jr.**
Occupation: Senior Business Advisor, AMS LLC
Address: 300 Betsy Road, Charleston, SC 29407
Phone: (843) 364-5292
E-Mail: MoodyW@charleston-sc.gov
- District 12 Kathleen G. Wilson**
Occupation: Principal Harpist, Charleston Symphony Orchestra
Address: 692 Travers Court; Charleston, SC 29412
Phone: (843) 795-7507
E-Mail: AquaHarp@bellsouth.net

COMMITTEE / COUNCIL AGENDA

7.)

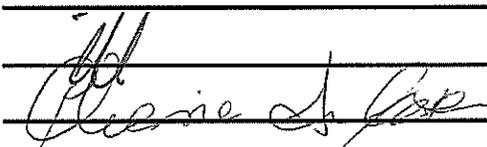
TO: John J. Tecklenburg, Mayor
FROM: Stephen A. Bedard DEPT. BFRC

SUBJECT: PLANNING, PRESERVATION & SUSTAINABILITY- SC DHEC FOOD RECOVERY GRANT

REQUEST: To approve submission of the 2016 SC DHEC Food Recovery Grant application to support a district wide composting program for restaurants located within the Upper Peninsula Initiative EcoDistrict to serve as a pilot composting program for the City of Charleston.

COMMITTEE OF COUNCIL: W&M DATE: April 12, 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"/>
Planning Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

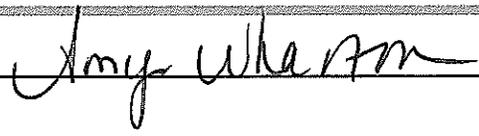
FUNDING: Was funding previously approved? Yes No N/A

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

Balance in Account _____ Amount needed for this item _____

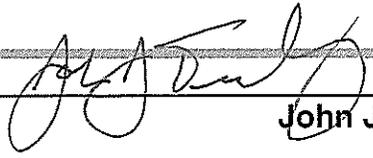
Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

No city match required

Mayor's Signature:  John J. Tecklenburg, Mayor

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



City of Charleston
South Carolina

John Tecklenburg
Mayor

Jacob Lindsey
Director

Department of Planning, Preservation & Sustainability

MEMORANDUM

TO: City of Charleston City Councilmembers
FROM: Jacob Lindsey, Director
SUBJECT: City of Charleston Department of Planning, Preservation and Sustainability
FY16 SC DHEC Food Recovery Grant Program
DATE: April 4, 2016

Please be advised the City of Charleston's Planning, Preservation and Sustainability Department is pursuing funding from the South Carolina Department of Health and Environmental Control (SC DHEC). The funding request of \$7,500 would be used to support a district wide composting program in the Upper Peninsula to serve as a pilot program for the City of Charleston. The application is due April 8, 2016 and thus, when it reaches your desk, it will be considered after-the-fact approval.

The purpose for pursuing this grant competition is to advance awareness of composting in Charleston and divert food waste from our landfills. Diverting food waste not only saves space in our landfills but also reduces harmful methane from forming and entering our atmosphere, as methane is a greenhouse gas produced anaerobically when food waste breaks down in our landfills.

Food and beverage establishments will be targeted because they are one of the largest food waste producers and can make a high waste diversion impact setting a solid example for other food and beverage establishments and businesses to follow. The pilot would be open to all food and beverage establishments in the Upper Peninsula Initiative / EcoDistrict study area. The EcoDistrict is an ideal location to pilot a district wide composting program because it has a feasible and defined target area that is small enough to be practical but large enough to have an impact. In addition, the EcoDistrict currently has a well aligned objective to "capture the greatest residual value of organic wastes (including food) through energy recovery and/or composting" and will be tracking the measurable results and quantifying the data for all to see. As with any pilot program, while it will start at a small manageable scale, the intent is to encourage composting programs in other areas of Charleston on a larger scale by sharing lessons learned and quantifiable results.



City of Charleston
South Carolina

John Tecklenburg
Mayor

Jacob Lindsey
Director

Department of Planning, Preservation & Sustainability

Charleston County has an award winning compost program that in many ways is underutilized, mostly due to private food waste hauler costs. Many of our businesses do not see an incentive to pay a private food waste hauler if they are allowed to include their food waste as part of their trash collection service. However, establishments not located downtown typically have the space for dumpsters which, serviced by private haulers, have added fees associated with them.

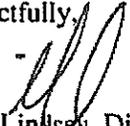
If a reduction in the dumpster size and/or pickup frequency variables can be quantifiably achieved through composting, that can significantly reduce both private hauler fees and the annual Charleston County Solid Waste User Fee (which is currently \$172 per cubic yard of garbage) business owners pay.

The City is partnering with a few entities on this project, including Charleston County Environmental Management, who is willing to support the project with in kind donations. SC DHEC has strongly encouraged the City to apply for this grant and is also willing to support it with in kind contributions. The competition is available to South Carolina local government agencies.

There are no personnel requests in this grant application. There is no matching requirement for this grant.

The funds are awarded in the form of a 12-month grant program that would run from July 1, 2016 to June 30, 2017. Notification of the award will occur in mid-June. Please contact me at (843) 958-6473 or lindseyj@charleston-sc.gov should you have any questions or concerns regarding the competition. Thank you for your ongoing support.

Respectfully,


Jacob Lindsey, Director

Enclosure: 2016 Grant Budget Details

Cc Mayor John J. Tecklenburg
Robin Griffith
Lawrence Thompson

SC DHEC 2016 Grant Budget Details for District Wide Composting Program

EXPECTED EXPENDITURES	GRANT FUNDS	IN-KIND CONTRIBUTIONS
<p>Slim Jim Indoor Bins Indoor bins that fit in tight spaces, are well marked and are lightweight are essential to ease collection of food waste at the source. The amount of bins needed will fluctuate based on each restaurant's needs and may include both compost and recycling bins. (approx cost \$35/ea)</p>	<p>\$1,500</p>	
<p>Private Hauler Fees A private hauler will be contracted to service the entire pilot area and their costs associated with providing a large 64 gallon outdoor collection cart for each establishment and about 3-6 months of pick up service will be covered under this section of the budget. (approx cost \$450/week for 15 establishments)</p>	<p>\$5,500</p>	<p>We will seek in kind contributions from a hauler service to lengthen the program since the practicality of picking up compost bins that are concentrated in one general location could be a worthy cost savings measure.</p>
<p>Educational Awareness Signage and Advertising We anticipate the need for grant funds to fill in signage and advertising gaps that are not already covered in our in-kind contributions such as professional signage and digital and print advertising.</p>	<p>\$500</p>	<p>Charleston County is willing to provide in kind services for basic signage and window decals. SC DHEC also has opportunities available. The Sustainability Institute will also be posting the program on the Upper Peninsula Initiative website and social media pages as in kind advertising. The City of Charleston is also able to provide in kind advertising on their website in a press release form.</p>
<p>Employee Training Program for each Establishment Special training geared to each unique establishment is essential in forming a successful program. We anticipate all our training and materials associated with it will be from in-kind contributions.</p>	<p>\$0</p>	<p>Charleston County and Clemson Extension Carolina Clear are willing to provide one on one training services to each participating establishment. The City of Charleston is able to provide standard printing services of any training materials needed.</p>
<p>Personnel</p>	<p>\$0</p>	<p>The City's project manager for the Upper Peninsula Initiative EcoDistrict will manage the project.</p>
<p>TOTAL</p>	<p>\$7,500</p>	

COMMITTEE / COUNCIL AGENDA

TO: John Tecklenburg, Mayor
 FROM: Will Bryant DEPT. CPD
 SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS AND THE CITY OF CHARLESTON

To create a Memorandum of Understanding with the Department of Veterans Affairs to aid in law enforcement operations.

COMMITTEE OF COUNCIL: W&M DATE: April 12, 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 checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature:

FISCAL IMPACT:

Mayor's Signature:

John 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.



DEPARTMENT OF VETERANS AFFAIRS
Ralph H. Johnson
Veterans Affairs Medical Center
109 Bee Street, Charleston, SC 29401

Chief Gregory Mullen
Charleston City Police Department
180 Lockwood Blvd.
Charleston, SC. 29403

February 22, 2016

Dear Chief Mullen,

1. The Department of Veterans Affairs requires (VA) Police to maintain current written support agreements with all local law enforcement agencies.
2. In accordance with 38 U.S.C. § 8112, the Charleston VA medical center has concurrent jurisdiction which allows the State and Federal Government to jointly exercise law enforcement authority on VA property. All properties under the control or ownership of the Department of Veterans Affairs, 109 Bee Street, Charleston, SC 29401 and 325 Folly Rd., Charleston, SC. 29412 are under concurrent jurisdiction. This jurisdiction grants local civil police agencies full rights to exercise law enforcement functions on VA medical center grounds.
3. For clarity it is imperative that we enter into a memorandum of understanding outlining agency responsibilities and expectations.
4. Although our VA Police Officers are highly trained and experienced in meeting most disturbances and other related police functions without the need for civil intervention or assistance, we may still encounter certain situations that would require your department's assistance.
5. These needs would include, but may not be limited to the following situations where your department's assistance would be required:
 - a. Active threat and/or armed hostage taking situations that would require an armed response to assist VA Police in containing the situation until appropriate Federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.
 - b. Crimes involving armed robberies of funds, drugs, or properties where the individuals committing the crimes leave VA police jurisdiction.
 - c. Vehicle accident investigations, which may result in non-injuries, injuries, or death involving the VA Police patrol vehicle.

d. Any major incident that would require additional officers for traffic control to allow emergency vehicles a clear access to the facility.

e. To assist confirming the identification of wanted subjects, arrest and/or detain individuals who have outstanding warrants issued for their arrest by civil law enforcement agencies. VA Police would execute the detention and physical arrest of subjects under Federal warrants and in limited circumstances warrants issued by City or State authorities.

f. To provide additional officers when needed to assist with the physical arrest of a violent/disorderly person(s) who poses a serious threat to patients, visitors, medical staff, or themselves.

g. Provide assistance in the transportation of prisoner's who have been arrested on occasions when there are only two VA police officers on-duty.

h. Should any VA Police Officer be involved in a shooting, the Federal Bureau of Investigation (FBI) will be notified immediately. If the FBI response is delayed, this agreement establishes inter-agency support for the VA Police to receive investigative assistance from the Charleston Police Department. This assistance may include establishing, preserving, controlling and processing the incident scene for evidentiary purposes.

Chief please sign both copies as indicated below if you concur with this support agreement (retaining one copy for your files and returning the second copy to us).

If you should have any questions or concerns regarding this matter or any issue, please feel free to contact me at (843) 789-7320.

We look forward to maintaining a close and professional working relationship with your department.

Sincerely Yours,



Robert A. Gard Jr.
Chief, VA Police

Date: 5/7/16

I concur with this agreement:

Gregory Mullen
Chief, Charleston Police Department

Date: _____

COMMITTEE / COUNCIL AGENDA

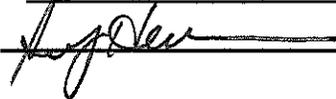
9.)

TO: John J. Tecklenburg, Mayor
FROM: Chief Greg Mullen DEPT. CPD
SUBJECT: AGREEMENT BETWEEN THE CITY OF CHARLESTON AND CHARLESTON DORCHESTER MENTAL HEALTH CENTER

REQUEST: Requesting authority for Mayor to execute the Agreement between the City of Charleston and the Charleston Dorchester Mental Health Center (CDMHC) wherein CDMHC will assign a full time health professional to CPD to provide mental health services to children and families who have been affected by or witnessed domestic violence. The City will pay \$10,000 annually and provide office space at 180 Lockwood Blvd., and a vehicle for the CDMHC counselor. The agreement is for a term of one year and may be renewed for four additional years.

COMMITTEE OF COUNCIL: Ways and Means DATE: April 12, 2016

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

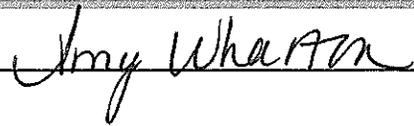
	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
BFRC	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

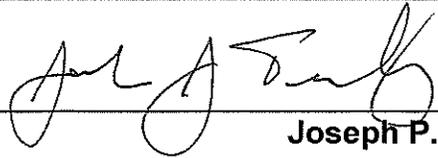
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: 200000 Account #: 52206

Balance in Account \$171,483.74 Amount needed for this item \$10,000

NEED: Identify any critical time constraint(s).

CFO's Signature: 
FISCAL IMPACT:

Mayor's Signature: 
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.

CONTRACT
between
CHARLESTON DORCHESTER MENTAL HEALTH CENTER
and
CITY OF CHARLESTON POLICE DEPARTMENT

THIS AGREEMENT is made and entered into this 27th day of January, 2016, by and between the Charleston Dorchester Mental Health Center, hereinafter called "CDMHC," and City of Charleston Police Department, hereinafter called "City."

THAT WHEREAS, the City wishes to obtain assistance from a mental health professional for victims of domestic violence;

AND WHEREAS, the CDMHC is willing to provide such a counselor to deliver services to those individuals in need of care;

NOW THEREFORE, in order to further the welfare of individuals through a collaborative effort, these organizations agree to the following:

I. RESPONSIBILITIES OF CDMHC:

- A. Assign one full-time, master's level mental health professional to provide specialized mental health treatment services to children and families who have witnessed or been effected by domestic violence that are referred by the City. This position will provide services up to 40 hours per week, less state holidays, annual and sick leave, and mandatory training and meetings.
- B. Exercise independent professional judgment in the provision of such services as employees of CDMHC.
- C. Assist in the development of City policies pertaining to these services as requested by the City.
- D. Monitor and evaluate the quality and appropriateness of such services.
- E. Provide supplemental in-service education and training for the City on an as-requested basis.
- F. Follow generally accepted professional standards, protocols, and guidelines governing the provision of any services and maintain credentials as required for services provided under this agreement.
- G. Comply with all applicable quality assurance, documentation, record management, continuity of care, confidentiality, patient standards, and guidelines, as well as federal, state, and local laws, rules, regulations and protocols.

- H. Attend City administrative meetings as needed and where appropriate when requested by the City.
- I. To the extent provided by law, CDMHC shall be responsible for the negligent conduct of its employees. CDMHC agrees to provide, for its employees, Workers Compensation insurance, as well as General, Vehicle, and Professional liability (malpractice) insurance through the South Carolina Insurance Reserve Fund for employees acting in an official capacity. Nothing in this agreement is to be interpreted as a requirement that CDMHC or the South Carolina Department of Mental Health (SCDMH) insure, indemnify or hold harmless anyone else against any claims or disputes arising from this agreement, nor as a waiver of any defenses, claims or immunities available to CDMHC or SCDMH. Exhibit A is attached and made part of this agreement.

J. Optional payment provisions (Designate one option by initialing):

_____ Agrees to Invoice the City a flat rate of \$10,000 annually in a lump-sum payment for services under this agreement, payable within 90 days upon receipt of a valid invoice.

DB Agrees to invoice the City \$10,000 annually in two equal payments of \$5,000 each for services under this agreement, payable within 90 days upon receipt of a valid invoice.

All invoices submitted will be sufficiently detailed and adjusted so as not to charge for any start-up and operational delays, staffing vacancies, etc., should they occur.

- K. If the payments made to the Center under this agreement are not full compensation for all Center services provided, Center may bill and accept payment for such uncompensated services from any other available payor or source of payment, and any such payment will not reduce any payment due under this agreement.

II. RESPONSIBILITIES OF THE CITY:

- A. Provide office space and a vehicle for one CDMHC staff member, located at 180 Lockwood Blvd, Charleston, South Carolina, 29403.
- B. To the extent possible, ensure the safety and well-being of the mental health counselor when responding to domestic violence or other policing situations.
- C. Upon receipt of a valid invoice, the City agrees to pay CDMHC a flat rate of \$10,000 for services under this agreement, payable within 90 days upon receipt of a valid invoice. Payment should be mailed to: Charleston Dorchester Mental Health Center, c/o Accounts Receivable, 2100 Charlie Hall Blvd, Charleston, S.C., 29414.

III. MUTUAL RESPONSIBILITIES:

- A. To collaborate to provide community based identification, triage, comprehensive treatment planning, and follow-up of individuals requiring the services of both agencies.
- B. Make available to the other, appropriate client/patient treatment, payment, and healthcare operations information, written, verbal and electronic, to include, but not restricted to, clinical and medication records, service plans, correspondence, admission and discharge data, and financial information. Any exchange of such information shall comply with applicable federal, state, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the policies and procedures of each organization.
- C. Agree not to re-disclose information provided to the other without written consent and approval unless otherwise authorized by applicable state, federal, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- D. Ensure the confidentiality of client/patient information, including the safeguarding of written and electronic materials and to comply with applicable federal, state, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the policies and procedures of each organization
- E. To appoint an administrative liaison, and if mutually agreeable, schedule at least one (1) joint conference a year to identify problem areas and discuss changes or revisions desired in the agreement.
- F. To comply with all applicable laws regarding discrimination, including race, color, ancestry, religion, sex, age, handicap, or veteran status.

IV. TERM:

- A.. The initial contract term shall commence on the 1st day of January, 2016 and end on December 31, 2016, and may be renewed for an additional four years upon mutual written agreement by the parties.
- B. This agreement may be terminated by either party with sixty (60) days written notice prior to the effective date of such termination.

V. ACCEPTANCE OF THE AGREEMENT:

This agreement shall not be considered accepted, approved or otherwise effective until the statutorily or administratively required approvals and certifications, if any, have been given.

VI. EXTENT OF AGREEMENT:

This agreement represents the entire understanding of the parties and it supersedes any and all prior representations or agreements whether written or oral. Neither party has relied on any prior

representations in entering into this agreement.

VII. MODIFICATIONS:

The parties agree to the full and complete performance of the mutual covenants contained herein and that this agreement constitutes the sole, full and complete agreement by and between the parties; and no amendments, changes, additions, deletions, or modifications to or of this agreement shall be valid unless reduced to writing, signed by the parties and attached hereto.

IX. ASSIGNMENT:

The CDMHC will not subcontract or assign any portion of the services to be provided without prior consent of the City.

X. CHOICE OF LAW:

This agreement shall be construed, governed and enforced in accordance with the laws of the State of South Carolina. By executing this agreement, the parties agree to venue in a court of appropriate jurisdiction in the State of South Carolina for purposes of any action arising under this agreement.

XI. INCORPORATION:

This contract incorporates the attached South Carolina Department of Mental Health "COVENANTS AND CONDITIONS," "BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT," "IRAN DIVESTMENT ACT OF 2014," and "OPEN TRADE REPRESENTATION," labeled as Exhibits B, C, D, and E, respectively.

XII. IRAN DIVESTMENT ACT-CERTIFICATION (JAN 2015):

(a) The Iran Divestment Act List is a list published by the board pursuant to Section 11-57-310 that identifies person engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you signed, you are not on the then current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

XIII. 2015 OPEN TRADE (JUNE 2015):

(a) By submitting an Offer, Contractor represents that Contractor is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2a083-1]

(b) During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

IN TESTIMONY WHEREOF, the hands and seal of the parties are affixed hereto:

Deborah S. Blalock 3/2/16 _____
Deborah S. Blalock, M.Ed., LPCS Date City of Charleston Date
Executive Director
Charleston Dorchester Mental Health
Center

Ashley Graham-J 3/2/16 _____
Witness Date Witness Date

EXHIBIT A
South Carolina Department of Mental Health
Insurance and Risk Allocation

Charleston Dorchester Mental Health Center, a Center/Facility of the South Carolina Department of Mental Health (SCDMH) will maintain workers' compensation as well as general and professional liability insurance for acts or omissions of its employees acting in an official capacity sufficient to cover liability claims under the South Carolina Tort Claims Act, Sec. 15-78-10 et seq. of the Code of Laws of South Carolina, as amended.

Liability insurance will be "occurrence coverage" not requiring "tail coverage" and will be secured through the Insurance Reserve Fund, State of South Carolina Office of Insurance Services as follows:

General Tort Liability: \$300,000 per claimant and \$600,000 per occurrence with an unlimited aggregate.

Medical Professional Liability: \$1,200,000 per occurrence with an unlimited aggregate for claims involving physicians with the same coverage amounts as general tort liability for claims not involving a physician.

Nothing in this statement, which is made part of the contract with the Center/Facility, will be interpreted as a requirement that the Center/Facility or SCDMH indemnify, insure or hold harmless anyone else against any claims or disputes that may arise in the performance of this agreement or as a waiver of any defenses, claims or immunities that may be available to the Center/Facility, SCDMH or the State of South Carolina.

Resolution of any claim, suit or other dispute arising from this agreement will be in accord with and governed by South Carolina law. Any suit or other action involving enforcement, breach or resolution of any dispute arising from this agreement will be instituted and maintained in Richland County, South Carolina. With the exception of attorney's fees awarded in accord with Sec. 15-77-300 of the Code of Laws of South Carolina, as amended, neither Center/Facility or SCDMH shall be obligated to pay any attorney's fees or the cost of any legal action.

EXHIBIT B
SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH (DMH) COVENANTS AND CONDITIONS (1 page)

This is made a part of the attached Contract with DMH and/or DMH component. If any Contract term or obligation is in conflict with this document, this document will control. The parties to the Contract will comply with all applicable law. If the Contract involves federal or other grant funds (including any applicable grant subcontractor or sub grantee obligations), the parties will comply with the applicable grant terms and obligations. As may be applicable to the attached Contract, the party contracting with DMH also agrees:

1. To comply with all applicable law including: Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d & 2000e); 45 CFR Part 80; § 504 of the Rehabilitation Act of 1973; 45 CFR Part 84; Age Discrimination Act of 1975; 42 U.S.C. 6101 et seq.; Omnibus Budget Reconciliation Act of 1981; Americans with Disabilities Act; 42 CFR Parts 35 & 36; Federal Drug Free Workplace Act of 1988 & §44-107-10 et seq. S.C. Code; 45 CFR Part 160 et seq. (HIPAA); 42 CFR Part 2 (Alcohol and Drug Confidentiality); and §44-22-100, SC Code (DMH Patient/Client/Person Subject to Commitment Confidentiality).
2. Unless specific Contract/applicable grant terms require otherwise, DMH has ownership, title, copyright or other right to property purchased or developed with Contract funds. The party contracting with DMH will not publish or use reports, data or other material or information related to Contract services for its own purpose or financial benefit without prior DMH written permission.
3. Execution and performance of any Contract provision, or continued payment, will not affect DMH's right to enforce the Contract. No DMH waiver of any Contract breach will be considered as waiver of any succeeding breach, or applicable provision.
4. The Contract is governed by applicable Federal and South Carolina law and any legal action, suit, proceeding or other dispute resolution activity arising from the Contract will be instituted and maintained in the applicable court in South Carolina.
5. No sub-contract or assignment of the Contract, Contract obligations or Contract rights is valid without written DMH consent. Regardless, the party contracting with DMH will be solely responsible for its Contract performance and obligations.
6. DMH and other public agency having audit authority over the Contract or Contract services may audit books, records and other documents of the party contracting with DMH as they pertain to the Contract, independent of and pursuant to, §11-35-2220, S.C. Code. Such documents will be maintained for a period of at least three (3) years from the date of final payment under the Contract.
7. To conform to DMH and other applicable credentialing, privileging and Corporate Compliance requirements, including those issued by the OIG USDHHS. The party contracting with DMH will not employ persons listed on the OIG's Cumulative Sanctions Report or Excluded Parties List System (<http://exclusions.oig.hhs.gov/> <https://www.epls.gov/>) and will adopt DMH policies regarding §6032 of the Deficit Reduction Act of 2005 as stated in DMH S&P No.1. (http://www.state.sc.us/dmh/policies/corp_comply/6032.pdf).
8. If the party contracting with DMH seeks and obtains third party payment including from federal sources such as Medicare or Medicaid, the party contracting with DMH will offset any amounts due from DMH with the receipts or submit the funds to DMH and be solely responsible for the legitimacy of the request for and payment of funds and any recoupments sought by the third party payor. If payments to DMH from the party contracting with DMH are not full compensation for all DMH Contract services, DMH may bill and accept payment for such uncompensated services from any other available payor or source of payment, and any such payment will not reduce any payment due to DMH by the party contracting with DMH.
9. If Contract services involve the review or use of DMH plans, reports, financial information, attorney work product, personal, patient and/or other proprietary or confidential information, the party contracting with DMH will use or disclose such information only as necessary to perform Contract services or otherwise with applicable DMH written permission, or as required or permitted by law.
10. No Contract funds, materials, property, or services will be used for any partisan, political activity, or to further the election or defeat of any candidate for public office or any activity in violation of the "Hatch Act" or other applicable law. No attorney may be engaged through the use of Contract funds. Subject to §15-77-300, SC Code, DMH will not be obligated to pay attorney's fees or the cost of legal action arising from this Contract.
11. No employee of either party to this Contract will be deemed as an employee of the other party. Nothing in the Contract will be interpreted as creating any employment, agency, partnership, joint venture, or any other similar relationship between the parties. Neither party will make any representation or statement to any person or entity inconsistent with the Contract.
12. The following Contract terms or obligations are of no effect if they require (and the Contract will not be interpreted as requiring) that DMH: submit to the jurisdiction of another state's laws and/or courts; indemnify the party contracting with DMH or any other party; or waive any interest, right, immunity or defense that DMH may have in law or in equity.

EXHIBIT C
BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT (BAQSOA)

The South Carolina Department of Mental Health, including its inpatient/outpatient facilities and programs ("SCDMH"), is a "Covered Entity" subject to the Health Insurance Portability and Accountability Act (HIPAA) 45 C.F.R. Part 142 et seq, including Privacy Rule, Security Rule and Breach Notification Rule requirements, 45 CFR 164 et seq (HITECH); §44-22-100, Code of Laws of South Carolina (SCDMH patient/client/person subject to commitment confidentiality); and also for specific SCDMH Alcohol and Drug Treatment Programs: Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2.

City of Charleston Police Department, at the address of 180 Lockwood Blvd, Charleston, S.C., 29403, is a SCDMH Business Associate/Qualified Service Organization ("BAQSO"), who by contract or other agreement with SCDMH, receives information from, or creates or receives information on behalf of SCDMH, identifying SCDMH patients or clients Protected Health Information (PHI), and agrees to be bound by the applicable provisions of the above confidentiality laws pertaining to a BAQSO.

BAQSO acknowledges and agrees to:

1. In receiving, transmitting, disclosing, transporting, storing, processing, using or otherwise dealing with PHI, be bound by provisions of HIPAA and HITECH; §44-22-100; (and if applicable, 42 C.F.R. Part 2) and not use or disclose PHI except as permitted or required by this Agreement, applicable law, SCDMH Privacy Practices, and any contract/other agreement with SCDMH.
2. Use appropriate safeguards to prevent the unauthorized use or disclosure of the PHI.
3. Without unreasonable delay following discovery of a Breach, pursuant to the HITECH Breach Notification Rule, report any Breach to the applicable local SCDMH Privacy Officer.
4. Ensure that its agents, including subcontractors, to whom the PHI is provided, or created or received on behalf of SCDMH, protect the PHI, including Breach notification, in the same manner and method as BAQSO is required to do by this Agreement.
5. Provide access to the PHI as requested by SCDMH, including to an individual as directed by SCDMH, to meet the requirements of 45 C.F.R., 164.524 providing patient/client right to access and copy their PHI.
6. Amend PHI as directed or agreed to by SCDMH pursuant to 45 C.F.R. §164.526.
7. Make available its practices, policies, procedures and records, related to PHI use and disclosure, to SCDMH, or the Department of Health and Human Services for purposes of determining SCDMH compliance with HIPAA.
8. Document disclosures of PHI and information related to such disclosures, as required for SCDMH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.
9. Provide to SCDMH or an individual as directed by SCDMH, information to permit SCDMH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528.
10. **[Applies to SCDMH Alcohol & Drug treatment program PHI]** Resist efforts in judicial proceedings to obtain PHI as expressly provided for in Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2.
11. SCDMH may terminate this Agreement if it determines that BAQSO has violated any material term.
12. Upon termination of this Agreement for any reason, the BAQSO will return or destroy the PHI received or created under this Agreement. This provision applies to PHI in the possession of subcontractors or agents of the BAQSO. If BAQSO determines that returning or destroying the PHI is infeasible, the BAQSO will notify SCDMH of the conditions that make return or destruction infeasible and extend the protections of this Agreement to such PHI, and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, for as long as the BAQSO maintains the information.

BAQSO Signature
SCDMH BA/QSOA Sept 2013

Printed Name

Title

Date

EXHIBIT D
IRAN DIVESTMENT ACT OF 2014
(S.C. Code ANN §§ 11-57-10, et seq.)

The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: [http://procurement.sc.gov/PS/PS-iran-divestment.phtm\(.\)](http://procurement.sc.gov/PS/PS-iran-divestment.phtm(.)) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer Immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

Vendor Name (Printed)	Taxpayer Identification No.
By (Authorized Signature)	State Vendor No.
Printed Name and Title of Person Signing	Date Executed

EXHIBIT E
OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

<i>Vendor Name (Printed)</i>	<i>State Vendor No.</i>
<i>By (Authorized Signature)</i>	<i>Date Executed</i>
<i>Printed Name and Title of Person Signing</i>	<i>[Not used]</i>

10.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Geona Shaw Johnson

DEPT. Housing and Community Development

SUBJECT CONTRACT IN THE AMOUNT OF \$50,000.00 BETWEEN THE CITY OF CHARLESTON AND EBENEZER SOCIAL ACTION FOUNDATION & COMMUNITY DEVELOPMENT ENTERPRISE FOR THE REHABILITATION OF 22 AMHERST STREET.

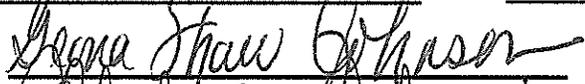
REQUEST Mayor and City Council approval is requested to provide Ebenezer Social Action Foundation & Community Development Enterprise \$50,000.00 in funding from the TD Charitable Foundation Grant to substantially rehabilitate 22 Amherst Street, bearing TMS # 4590902167. The rehabilitation of this property shall provide five (5) bedrooms, which will be made available to persons transitioning from homelessness to permanent housing. The contribution of these funds will be secured with restrictive covenants placed on the property for a period of fifteen years.

COMMITTEE OF COUNCIL:

Ways and Means

DATE: April 12, 2016

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

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

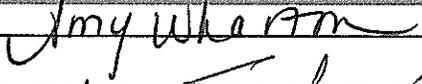
Dept./Div: _____

Account #: 472010-57068

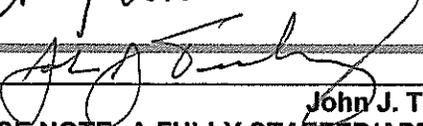
Balance in Account _____

Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: 
John J. Tecklenburg, Mayor

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

III. BUDGET

The budget for services rendered by the Contractor shall be included in this Contract as Addendum B.

IV. EMPLOYMENT OF CONTRACTOR

The Owner represents that it has, or shall secure at its own expense, all personnel required in the performance of the services covered by this Contract. Such personnel shall not be employees of, or have a contractual relationship with the Corporation.

"It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract of employment to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract order." (Amended Section 8-13-420 of the 1976 Code of Laws of South Carolina.)

All of the services required hereunder shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

The Contractor is an independent contractor and shall be liable for and pay all taxes required by local, State or federal governments, including but not limited to social security, worker's compensation, and employment security as required by law and to complete the scope of services as stated herein. No employee benefits of any kind shall be paid by the Corporation to or for the benefit of the Contractor or its employees or agents by reason for this contract.

A. Required Report

- a. The Owner shall submit regular progress reports to the City of Charleston on a monthly basis in the form and content required by the City of Charleston. Funds may be withheld until such documentation is submitted.

B. Compensation and Method of Payment

- a. It is expressly agreed and understood that the total amount to be paid by the Corporation to the Owner pursuant to this Contract shall not exceed Fifty Thousand Dollars (\$50,000.00).
- b. Payments shall be made to the Contractor on an invoice basis containing supporting documentation and subject to the approval by the City of Charleston's Department of Housing and Community Development and after all State, private and foundation funding have been exhausted.

C. Reimbursement of Funds

The Owner shall be responsible for reimbursing the City for any funds granted to the Contractor and utilized by the Contractor in performance of services covered by this Contract that are lost as a result of intentional or negligent conduct on behalf of the Contractor, employee, agents and subcontractor employees agents.

D. Notices

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
145 King Street, Suite 400
Charleston, South Carolina 29401
(843) 724-3766; Fax: (843) 965-4180

The City of Charleston Legal Department Corporation Counsel

P.O. Box 304
Charleston, South Carolina 29402

Office of the Mayor

Mayor John J. Tecklenburg
Post Office Box 862
Charleston, SC 29402

Owner

Ebenezer Social Action Foundation & Community Development Enterprise
Rev. William Swinton, Jr., Pastor
44 Nassau Street
Charleston, SC 29403

The Contractor

The Mills Company
William Kendall, General Contractor
169 Plymouth Avenue
Charleston, South Carolina 29412
(843) 762.0818 or (843) 670.3030

V. AMENDMENTS

Any changes to this Contract, which are mutually agreed upon by and between the Owner and the Corporation, shall be incorporated in written amendments to this Contract.

VI. INSURANCE

Contractor and Owner shall indemnify and hold the Corporation harmless for any liability, costs or damages for loss or damage to persons or property arising from acts of the Contractor or its employees in performance of this Contract. The Contractor shall maintain professional liability insurance at all times. Evidence of such insurance shall be furnished to the Corporation upon request.

VII. LAW APPLICABLE

This Contract is made under and shall be construed in accordance with the laws of the State of South Carolina. By executing this Contract, the Contractor agrees to submit itself to the jurisdiction of the courts of the State of South Carolina for all matters arising or to arise hereunder, including but not limited to performance of the Contract and the payment of all licenses and taxes of whatever kind or nature applicable thereto.

VIII. SUSPENSION OR TERMINATION

Any party may terminate this Contract at any time by giving at least five (5) days written notice to the other parties.

The Corporation may also suspend or terminate this Contract, in whole or in part, if the Owner materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the Corporation may declare the Owner ineligible for any further participation in its contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Owner is in noncompliance with any applicable rules and regulations, the Corporation shall notify Owner in writing of the noncompliance and if the Owner fails to cure the noncompliance within twenty (20) days after receipt of written notice then the Corporation may withhold said Contract funds, declare the Contract terminated and exercise any of its legal or equitable remedies until such time as the Owner is found to be in compliance with the Contract by the Corporation.

IX. FRAUD POLICY

In order to protect the funds granted by the City of Charleston and utilized by the Owner in performance of services covered by this Contract, the Owner 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 fraud policy shall be provided to the City upon request.

X. FURTHER

In the event the Owner fails to perform the services described herein and has previously received financial assistance from the Corporation, the Owner shall reimburse the Corporation to the full extent of payments made. However, if the services described herein are partially performed, and the Owner has previously received financial assistance from the Corporation, the Owner shall proportionally reimburse the Corporation for payments made.

X. APPROPRIATIONS

Notwithstanding any other provisions of this Contract, the parties hereto agree that the compensation and expenses hereunder are payable by the Corporation from appropriations, grants, and monies received by the Corporation from the United States Government, State Legislature and other government entities. In the event sufficient appropriation, grants and monies are not made to the Corporation to pay the compensation and expenses hereunder for any fiscal year, this Contract shall terminate without further obligation of the Corporation. In such event, the Corporation shall certify to the Contractor the fact that sufficient funds have not been made available to meet the obligations of this Contract and such written certification shall be conclusive upon the parties.

XI. CONFIDENTIAL INFORMATION

Any report, information, data, etc., given to or prepared or assembled by the Owner under this Contract which the Corporation requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Corporation.

XII. DISCRIMINATION

The Owner shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin or handicap. The Owner shall take affirmative action to ensure that applicants for employment and their employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

XIII. AUDIT AND RETENTION OF RECORDS

Records with respect to all matters covered by this Contract shall be made available for audit and inspection by the Corporation, TD Charitable Foundation and/or their representatives.

Records for non-expendable property purchased totally or partially with federal funds must be retained for three years after this Contract's final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report and all other pending matters are closed. However, if any litigation, claim or audit is started before the expiration of the three-year period, then records must be retained for three years after the litigation, claim or audit is resolved.

IN WITNESS WHEREOF, the City of Charleston and Ebenezer Social Action Foundation and Community Development Enterprise have entered into this Contract as of the date first written above.

CITY OF CHARLESTON

John J. Tecklenburg, Jr., Mayor

By: _____
Witness

EBENEZER SOCIAL ACTION FOUNDATION & COMMUNITY DEVELOPMENT ENTERPRISE

Rev. William Swinton, Jr., Pastor

By: _____
Witness

Addendum A
Scope of Services
Ebenezer Social Action Foundation & Community Development Enterprise
44 Nassau Street
Charleston, SC

Ebenezer Social Action Foundation and Community Development Enterprise shall utilize the Funds solely for construction expenses related to the redevelopment of 44 Amherst Street.

- A. Ebenezer Social Action Foundation and Community Development Enterprise shall utilize the Funds for construction expenses related to the substantial renovation of 22 Amherst Street for the purpose of rehabilitating five (5) bedrooms for persons earning sixty-five percent (65%) and below the Area Median Income (AMI).**
- B. Ebenezer Social Action Foundation and Community Development Enterprise shall utilize Funding from this grant in cooperation with \$15,000 in grant funds Ebenezer AME Church received.**
- C. Ebenezer Social Action Foundation and Community Development Enterprise shall ensure the substantial reconstruction of the property as described herein by May 20, 2016. The interior work shall be complete by April 30, 2016; the exterior work shall be complete by May 20, 2016. Ebenezer shall notify the City of Charleston should any delays occur in the rehabilitation of the rental home at 22 Amherst Street.**
- D. Ebenezer Social Action Foundation and Community Development Enterprise shall adhere to the Restrictive Covenants marked as Exhibit A, attached hereto and incorporated herein by reference.**
- E. Ebenezer Social Action Foundation and Community Development Enterprise shall ensure an environmental assessment of 22 Amherst Street before the commencement of construction.**
- F. Ebenezer Social Action Foundation and Community Development Enterprise shall ensure that the proper inspection is conducted throughout the rehabilitation of the rental home at 22 Amherst Street to ensure the Project comes to fruition as outlined in Exhibit A.**
- G. Ebenezer Social Action Foundation and Community Development Enterprise and Ebenezer Social Action foundation shall leverage additional funding to ensure ongoing sustainability of the Project.**

Addendum B

**City of Charleston
Department of Housing and Community Development
Program/Project Budget Summary**

Name of project/program: TD Charitable Foundation/ 22 Amherst Street Redevelopment

Organization: Ebenezer Social Action Foundation and Community Development Enterprise

Funding Sources	Amount
TD Charitable Foundation	\$50,000.00
Total	\$50,000.00

NOW, THEREFORE, IN CONSIDERATION OF the benefits to Ebenezer Social Action Foundation and Community Development Enterprise set forth in the Contract and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged; Ebenezer Social Action Foundation and Community Development Enterprise agree as follows:

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 Mortgages to the contrary notwithstanding, these Restrictive Covenants shall continue in full force and effect for a period of 15 years from the date hereof (the "*Affordability Period*"), without regard to payment of the Loans or discharge of the debts evidenced thereby. In the event the Property is sold, foreclosed, sold for payment of ad valorem taxes or a judgment or is conveyed to a third party in lieu of foreclosure ("Conveyance"), these Restrictive Covenants shall survive any Conveyance of the Property for the duration of the Affordability Period.

2. Ebenezer Social Action Foundation and Community Development Enterprise and Ebenezer Social Action foundation 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).

3. Ebenezer Social Action Foundation and Community Development Enterprise and Ebenezer Social Action foundation shall only lease the dwelling units to low and very low-income households and further agree 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(s). Ebenezer Social Action Foundation and Community Development Enterprise shall not include in any lease any of the "prohibited lease provisions" as provided by the City and/ or HUD.

4. Ebenezer Social Action Foundation and Community Development Enterprise 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 they shall 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, Ebenezer Social Action Foundation and Community Development Enterprise 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. Ebenezer Social Action Foundation and Community Development Enterprise hereby covenant and agree that for the entire Affordability Period, 100% of the bedrooms in the Property shall be rented to low and very low-income households which are families and

individuals whose incomes do not exceed 65% of the Area Median Income as established by HUD.

6. Ebenezer Social Action Foundation and Community Development Enterprise covenant and agree that for the entire Affordability Period, only “affordable rents” as determined by the Department of Housing and Community Development shall be charged for the rental of the units in the Property. Ebenezer Social Action Foundation and Community Development Enterprise must annually verify the tenant’s income and also sign a recertification that all incomes have been verified.

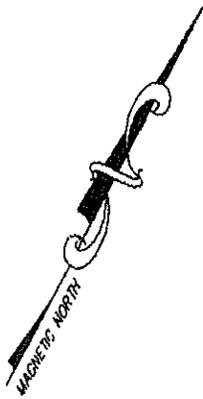
7. Ebenezer Social Action Foundation and Community Development Enterprise shall comply with the City’s Affirmative Marketing Policy for the duration of the Affordability Period.

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.

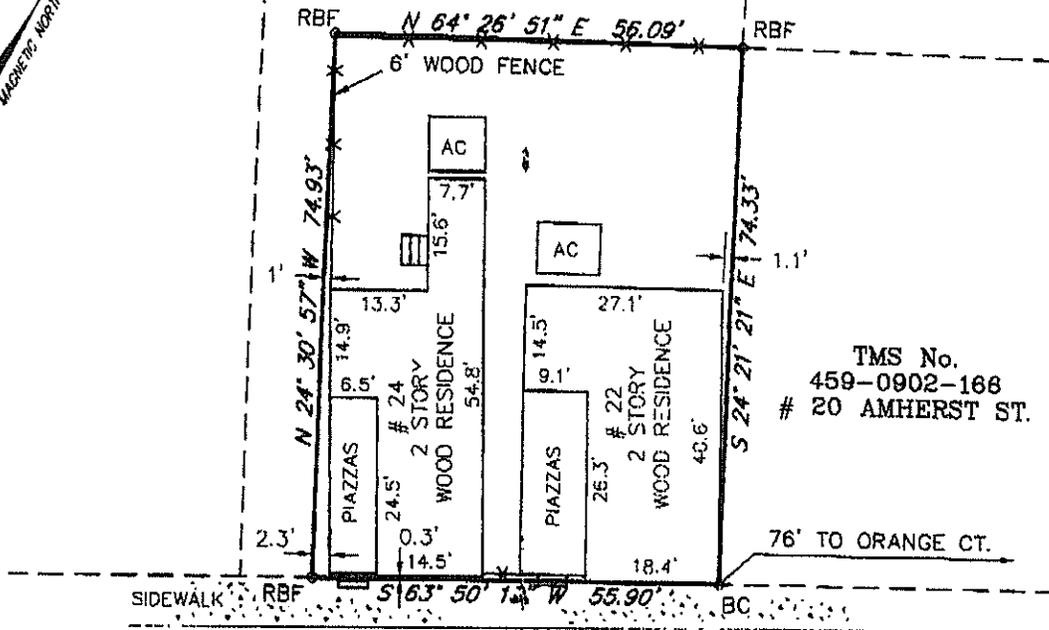
EXHIBIT B
PLAT OF THE 22 AMHERST STREET LOT
SEE ATTACHED

EXHIBIT B



TMS No. 459-09-02-168

TMS No.
459-0902-164
1 ORANGE CT.



TMS No.
459-0902-168
20 AMHERST ST.

AMHERST STREET RIGHT-OF-WAY VARIES

22 & 24 AMHERST STREET
LOCATED IN THE CITY OF CHARLESTON
COUNTY OF CHARLESTON
STATE OF SOUTH CAROLINA

DATE: JANUARY 26, 2003

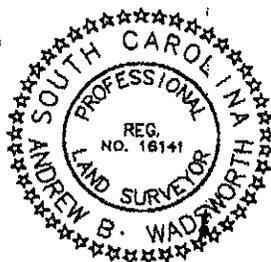
SCALE: 1" = 20'



NOTES

- 1) REFERENCE DEED BOOK "R383-051"
- 2) TMS # 459-09-02-167
- 3) TO BE CONVEYED TO:
EBENEZER SOCIAL ACTION AND
COMMUNITY DEVELOPMENT ENTERPRISE
- 4) PROPERTY LOCATED IN
FLOOD ZONE A7 EL13
FIRM PANEL 455412-0022-D
DATED NOVEMBER 5, 1996

ANDREW WADSWORTH, R.L.S.
1236 ISLAND VIEW DRIVE
MOUNT PLEASANT
SOUTH CAROLINA, 29464
(843) 848-3739



LEGEND

RBF 5/8"Ø REBAR FOUND
BC BUILDING CORNER

"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN."

ANDREW WADSWORTH, R.L.S.
S.C. REG. NO. 16141

FILE: 2313

NOTE: THIS IS A SURVEY OF REFERENCES SHOWN AND IN NO WAY CONSTITUTES A TITLE SEARCH

EXHIBIT C
GRANT BETWEEN THE CITY OF CHARLESTON
AND TD CHARITABLE FOUNDATION

Charitable Foundation

TD Charitable Foundation
One Portland Square
P.O. Box 9540
Portland, ME 04112-9540
www.tdbank.com

October 31, 2014

Exhibit C

Ms. Andrea Jones
Community Development Coordinator
City of Charleston Department of Housing and Community Development
145 King Street, Suite 400
Charleston, SC 29401

Dear Ms. Jones:

At the October 28, 2014 meeting of the TD Charitable Foundation Grants Committee, a grant was approved in the amount of \$100,000 to your organization. Funding from this grant will be used to support your organization's programs as detailed in the grant application submitted to TD Bank's Community Relations office.

This grant has been made through the TD Charitable Foundation and is subject to the following terms and conditions:

- 1) The recipient of the grant must be tax exempt under section 501c(3) of the Internal Revenue Code (and must notify the TD Charitable Foundation of any changes in this status). With very limited exceptions, as outlined in the IRC, the recipients may not be a private foundation.
- 2) The recipient of this grant will utilize proceeds only for charitable or educational activities consistent with its tax-exempt status. Funds received may not be used to intervene in any election or to support/oppose political candidates for voter registration, or lobbying purposes as outlined by the applicable IRS code.
- 3) The recipient of this grant will promptly provide any additional information, reports and documents that the TD Charitable Foundation might request.
- 4) The recipient of this grant may not transfer this general support grant to any other entity or person, and the recipient assumes responsibility for the disposition of these funds in compliance with the grant agreements terms and conditions.
- 5) This grant is to be only used for the purposes detailed in the grantee's funding proposal and correspondence and the recipient affirms that the project's budget accurately reflects the present intentions of the program or project outlined in the grant application.
- 6) First time recipients of multi-year grants will be required to provide an annual update on the progress of the programs funded through the TD Charitable Foundation Grant in order to receive subsequent grant payments.

- 7) Capital Campaign recipients will be required to provide annual updates on the progress of their capital campaign effort. Additionally, this update should include information on all sources of funding for the Capital Campaign.
- 8) If you plan to send your own release and/or feature the grant in a publication, please forward an electronic version of the news release, print or visual collateral to your regional TD Bank Community Relations Manager to review prior to production or use. Your regional TD Bank Community Relations Manager will respond with comments and/or approvals within your release, print and productions deadlines.

The negotiation and deposit of the grant check will be considered as acceptance of the terms and conditions as outlined above.

To maintain our records and files, after having read and reviewed this letter, please return a copy signed by an authorized officer of the receiving organization to the TD Charitable Foundation in the accompanying postage paid envelope.

Sincerely,



Michael L. Rayder, Jr.
Manager
TD Charitable Foundation

On behalf of City of Charleston Department of Housing and Community Development, I understand and agree to the terms and conditions of the Foundation's grant, and hereby certify my authority to execute this agreement on behalf of City of Charleston Department of Housing and Community Development.

Signature:

Georgia Shaw Johnson

Name:

Georgia Shaw Johnson

Title:

Director

Date:

November 13, 2014



America's Most Convenient Bank®

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Our Community
You are currently viewing:
Corporate Giving
In Your Community

2013 *Housing for Everyone* Grant Competition Recipients

The TD Charitable Foundation, funded by TD Bank, America's Most Convenient Bank® is pleased to announce the 25 recipients of the 2013 *Housing for Everyone* Neighborhood Revitalization and Stabilization grant competition. Award winners from Maine to Florida received a total of \$2.5 million in grants to support affordable housing initiatives.

Grant awards of \$100,000 were given to non-profits looking to revitalize and stabilize neighborhoods that have been adversely impacted by recent events through the creation or re-creation of affordable, clean, and safe housing units.

The winning organizations, as well as the total donation per market, include:

- **Connecticut:** \$100,000 donated to Mutual Housing of Greater Hartford
- **Florida:** \$300,000 total donated to Neighborhood Housing and Development Corporation, Mid Florida Housing Partnership, Inc., Habitat for Humanity of Greater Miami, Inc.
- **Maine:** \$100,000 donated to Community Housing of Maine
- **Maryland:** \$100,000 donated to TRF Development Partners, Inc.
- **Massachusetts:** \$300,000 total donated to Valley Community Development Corporation, Twin Cities Community Development Corporation, Lawrence Community Works
- **New Hampshire:** \$100,000 donated to Neighborworks Greater Manchester
- **New Jersey:** \$200,000 total donated to Garden State Episcopal Community Development Corporation, Housing and Neighborhood Development Services, Inc. (HANDS)
- **New York:** \$500,000 total donated to Women in Need, Inc., Long Island Housing Partnership, Inc., Community League of the Heights (CLOTH), Rural Ulster Preservation Company, Inc., Women's Housing and Economic Development Corporation
- **North Carolina:** \$100,000 donated to Mountain Housing Opportunities, Inc.
- **Pennsylvania:** \$400,000 total donated to New Kensington Community Development Corporation, Asociacion Puertorriquenos en Marcha, Inc., Impact Services Corp., Intercommunity Action, Inc.
- **South Carolina:** \$100,000 donated to Homes of Hope, Inc.
- **Rhode Island:** \$100,000 donated to Pawtucket Citizens Development Corporation
- **Vermont:** \$100,000 donated to Champlain Housing Trust



America's Most Convenient BankSM

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Metro Market and Award Breakdown for the 2014 Housing for Everyone Grant Competition

Metro Market

Awards

	#	\$	Breakout
New England and Upstate NY	3	\$300,000	\$100,000 - 3

Includes:
Maine: Androscoggin, Aroostook, Cumberland, Franklin, Hancock, Kennebec, Knox, Lincoln, Oxford, Penobscot, Sagadahoc, Somerset, Waldo, York
New Hampshire: Belknap, Carroll, Cheshire, Grafton, Hillsborough, Merrimack, Rockingham, Strafford, Sullivan
Vermont: Bennington, Caledonia, Chittenden, Franklin, Grand Isle, Lamoille, Orleans, Rutland, Washington, Windham, Windsor
New York Upstate: Albany, Clinton, Columbia, Rensselaer (Town of East Greenbush Only), Saratoga, Schenectady (Town of Niskayuna Only), Warren, Washington

Southern New England	5	\$500,000	\$100,000 - 5
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Includes:
Massachusetts: Barnstable, Berkshire, Bristol (City of Attleboro, Mansfield and North Attleboro Only), Essex, Franklin, Hampden, Hampshire, Middlesex, Norfolk, Plymouth, Suffolk, Worcester
Rhode Island: Bristol, Kent (City of Warwick and Town of West Warwick Only), Providence
Connecticut: Fairfield, Hartford, Litchfield, Middlesex, New Haven, New London (Town of Colchester Only), Tolland

New York City/Suburban New York	6	\$600,000	\$100,000 - 6
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Includes:
New York Hudson, Long Island and Westchester: Dutchess, Nassau, Orange, Putnam, Suffolk, Sullivan, Ulster (City of Kingston, Towns of Saugerties, Ulster and Woodstock Only), Westchester
New Jersey North: Bergen, Hudson, Passaic, Sussex
New York Metro: Bronx, Kings, New York, Queens, Richmond, Rockland

Philadelphia	5	\$500,000	\$100,000 - 5
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Includes:
New Jersey Central: Essex, Hunterdon, Middlesex, Morris, Somerset, Union
New Jersey Coastal and South: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Monmouth, Ocean, Salem, Warren
Pennsylvania: Bucks, Chester, Delaware, Lehigh, Montgomery, Northampton, Philadelphia

Mid South	1	\$100,000	\$100,000 - 1
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Includes:
Delaware: Kent, New Castle, Sussex (City of Lewes Only)

District of Columbia

Maryland: Anne Arundel, Baltimore, Baltimore City, Harford, Montgomery, Prince George's
Virginia: Alexandria City, Arlington, Fairfax, Fairfax City, Falls Church City, Loudoun, Manassas City,
 Manassas Park City, Prince William

Includes:

North Carolina: Buncombe, Burke, Cleveland, Haywood, Henderson, Macon, McDowell, Mitchell, New
 Hanover, Pender, Polk, Rutherford, Transylvania, Yancey

South Carolina: Aiken, Anderson, Beaufort, Berkeley, Charleston, Dorchester, Edgefield, Florence,
 Georgetown, Greenville, Greenwood, Horry, Jasper, Kershaw, Laurens, Lexington, Marion, Newberry,
 Oconee, Pickens, Richland, Spartanburg, York

Includes:

Florida: Alachua, Baker, Bradford, Brevard, Broward, Citrus, Columbia, Duval, Highlands,
 Hillsborough, Indian River, Lake, Marion, Martin, Miami-Dade, Okeechobee, Orange, Osceola, Palm
 Beach, Pasco, Pinellas, Polk, Putnam, Saint Johns, Saint Lucie, Seminole, Suwanee, Union, Volusia

Total

	2	\$200,000	\$100,000 - 2
	3	\$300,000	\$100,000 - 3
	25	\$2,500,000	

City of Charleston's Proposal to TD Bank Charitable Foundation's Housing for Everyone Grant competition

1. Project Description:

The City of Charleston's Housing and Community Development Department (HCD) is proposing to rehabilitate two rental homes in downtown Charleston, South Carolina. This project will be completed in collaboration with Morris Street Baptist and Gethsemane Baptist Churches, Historic Charleston Foundation and the Sustainability Institute. The homes are located at 169 Romney Street and 63 Simons Street in the North Central community. 169 Simons Street is currently vacant, 79 years old and in serious disrepair. There are two parts of the property; the front of the home is 850 sq. ft. and is known as a Freedman Cottage the two-story addition to the house is approximately 2,500 sq. ft. The other home is 63 Simons Street. The property is 92 years old, duplex and is 1702 sq. ft. The home is currently vacant and boarded up. We plan to redevelop the properties to provide four families of four housing in each of the rental homes.

The neighborhood is currently in transition as a number of redevelopment and newly constructed homes are underway or have been completed within the last two years. In 2013, the Department of Housing and Community Development completed the substantial rehabilitation of an historic home at 159 Romney Street in partnership with the Historic Charleston Foundation and Charleston Habitat for Humanity. 187 Romney, an owner occupied residence was also substantially rehabilitated in the past year. New construction and rehabilitation of homes are also taking place on neighboring streets including the rehabilitation of a rental home for a Veteran at 76 Simons Street. The home on Simons Street was completed as a joint effort between the Department of HCD, New Israel Reformed Episcopal Church and P.A.S.T.O.R.S., Inc., a local nonprofit housing development corporation.

In addition to housing development in the area, a neighborhood garden has sprouted up at the end of Romney Street. Through an effort implemented by the Youth Ministry of New Israel Reformed Episcopal Church, the Historic Charleston Foundation (HCF) and Crop Up, LLC, an urban garden, called Romney Urban Garden is being planted on a vacant lot owned by the Church.

In addition to providing safe, decent and affordable rental housing to low and very low income families; access to a number of non-profit agencies, schools and businesses that are located within three quarters of a mile of the project location are available. Those agencies and businesses include:

- The Charleston County Human Services Commission (CCHSC) - a private non-profit that provides housing, emergency services, education, employment, and child care.
- Dee Norton Lowcountry Children's Center (DNLCC) - a community-based, 501(c)3 non-profit organization. DNLCC provides assessment, treatment and support services for children and their families where there is a concern of abuse.

- A shopping center that includes a Food Lion grocery store, CVS Pharmacy and Family Dollar store.
- Nearby educational facilities include the John L. Dart Library, Lowcountry Tech Academy, Charleston Charter School for Math and Science and James Simons Elementary School.
- The Greater Charleston Empowerment Corporation (GCEC) - Is a 501(c)3 corporation comprised of community leaders and residents from the surrounding communities. The GCEC provides Financial Education and scholarships to high school students.
- Recreation activities are available at Hampton Park where residents of the community can enjoy activities on the basketball court, soccer field, baseball field, playground and walk or bike on park trails.
- The Charleston Area Regional Transportation Authority (CARTA) has a number of public transit routes that connect residents in the community to other areas of Charleston. Access to bus locations are in close proximity to the location of these homes.

With the rehabilitation of the homes at 169 Romney and 63 Simons Street we will continue our contribution to the revitalization of the neighborhood, providing safe, decent and affordable housing for low- to moderate-income families with children.

2. Project Timeline:

- November 2014: Announcement of award and Groundbreaking ceremony
- November 2014 – January 2015: Approval of project by appropriate City Departments and City Council
- March 2015: Commencement of rehabilitation activities
- June - August 2015: Review and approval of applicants for the rental housing redevelopment
- December 2015: Completion of rehabilitation activities
- January 2016: Occupancy of rental homes

3. Energy efficient/green initiatives:

The Sustainability Institute (SI) creates market transformation for energy efficient and sustainable buildings through a well-tested and successful combination of community education and outreach, innovative direct services, and workforce training. They will be collaborating with HCD and the afore-mentioned partners to provide the following energy efficient services (in-kind) in the redevelopment of these properties;

- Energy advisement and assessments, energy modeling, performance testing and quality assurance; SI technical staff will consult with the selected contractor to guide the best approach to upgrading each unit for energy efficiency.

- Provide pre- and post-performance testing; at minimum include a blower door, duct blaster and infrared tests which will measure air leakage of the building envelope and duct system.
- Perform quality control procedures to ensure systems were installed correctly and are operating at peak performance.
- SI's Energy Conservation Corps will perform necessary air sealing, installation of insulation, and installation of duct work. All materials will be provided. SI will partner with the South Carolina Association of Air Conditioning Contractors (SCAHACC)'s "Cool Aid Warm Hearts" Program and Air Maxx Heating and Cooling Company to perform the installation of the air conditioning units. SCAHACC and Air Maxx will donate the air conditioning units.
- SI will work in a one-on-one setting with the owner and with the occupant of the rental homes to ensure that they understand the efficiency features of the units and become skilled at operating the units in the most efficient way possible.

4. Capacity to manage the project:

As with all of its efforts, the City follows its mission "to preserve and enhance the quality of life of the citizens of the City of Charleston." The City of Charleston's Department of Housing and Community Development has the organizational capacity and demonstrated experience necessary to ensure that qualified personnel will perform all required, necessary and appropriate tasks and activities to conduct the rehabilitation of homes for low and moderate income individuals and families successfully. Our Department Director has served the Department for 19 years and will oversee the entire project, the Housing Rehabilitation Manager has 30 years of experience managing and implementing the City's rehabilitation programs and the Housing Construction Manager, who has served in the department for seven years will work closely with the selected contractor to ensure that the project is completed following the proper construction standards and in a timely manner. A contract will be executed detailing expectations.

5. Other funding sources:

HOME Funds: \$100,000

Historic Charleston Foundation: A minimum of \$40,000 (\$20k per rental home)

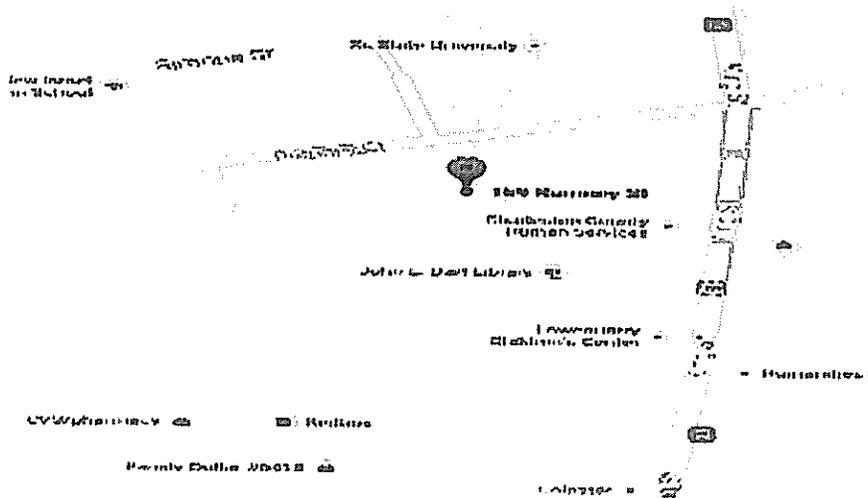
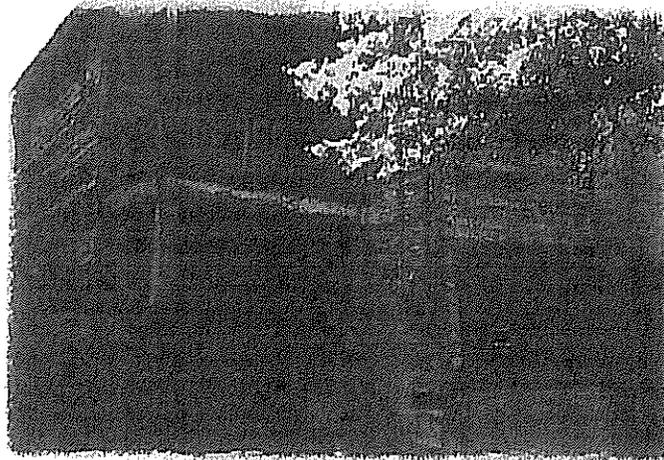
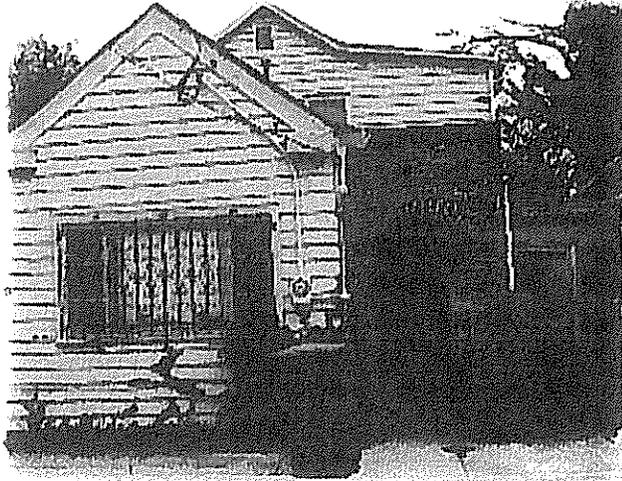
The Sustainability Institute: Up to \$80,000 in-kind contribution (max of 40k per rental home)

6. Measurement Tools:

- 4 rehabilitated affordable homes fully renovated or constructed for households earning eighty (80%) percent and below the Area Median Income.
- The number of family members housed in safe affordable housing.
- Impact to the community, by reducing the number of blighted properties
- The amount of dollars saved as a result of the energy efficient measures implemented in the rental homes.

7. Existing Site photos:

Pictured below: 1) 169 Romney Street (front view), 2) 63 Simons (front view), 3) Map of the Area



City of Charleston TD Charitable Foundation 2014 Housing for Everyone Grant

Detailed project budget for the City of Charleston Rental Rehabilitation Program

Projected Costs

Property: 169 Romney Street

<u>Item</u>	<u>Projected Cost</u>
Architectural Services	\$8,900
Rehabilitation, Historic Preservation and Energy Efficiency Activities	\$187,100
Environmental Remediation Activities	\$30,000
Legal Costs	\$5,000
Site Improvements	\$4,000
Subtotal	\$235,000

Property: 63 Simons Street

<u>Item</u>	<u>Projected Cost</u>
Architectural Services	\$8,900
Rehabilitation, Historic Preservation and Energy Efficiency Activities	\$261,367
Environmental Remediation Activities	\$14,580
Legal Costs	\$5,000
Site Improvements	\$3,975
Subtotal	\$293,822
Total project costs	\$528,822

Projected Revenues

<u>Source</u>	<u>Amount</u>
TD Housing for Everyone Grant	\$100,000
HUD HOME Funds	\$100,000
Historic Charleston Foundation	\$40,000
Sustainability Institute	\$80,000
Other: Morris Street and Gethsemane Baptist Churches, other funds	\$208,822
Total Projected Revenues	\$528,822

City of Charleston Homeowner-Contractor Agreement

THIS AGREEMENT is made this 1st day of April, 2016 by and between:

The Owner: Ebenezer Social Action and Community Development Enterprise
and the Contractor: The Mills Company, Inc., 169 Plymouth Avenue, Charleston, SC
29412.

WHEREAS, the Owner requires construction-related work at the following project, identified as follows: 22 Amherst Street, Charleston, SC (Project No.) 688 – Substantial Rehabilitation (Project Name) (the “Work”); and

WHEREAS, the CONTRACTOR, whose South Carolina contractor's license is: SCRBL – 19024, is prepared and qualified to provide such construction-related work.

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Agreement.

TIME OF PERFORMANCE: **April 4, 2016 – April 30, 2016 (Interior Work)**
April 4, 2016 – May 20, 2016 (Exterior Work)

THE EFFECTIVE DATE of this Agreement shall be the date written above.

THE DATE OF COMMENCEMENT shall be: **April 4, 2016**

THE DATE OF SUBSTANTIAL COMPLETION shall be: **May 20, 2016.**

PAYMENTS TO THE CONTRACTOR for acceptable work performed as set forth in the General Conditions herein (the “Work”) shall be as follows:

THE CONTRACT SUM OF **\$50,000.00** shall be paid periodically in response to the Contractor's Applications for Payment as certified by the City of Charleston, Dept. of Housing & Community Development construction management staff and subject to the terms of this Agreement. Of this amount, \$1600.00 represents the project's contingency funds amount if needed.

LIQUIDATED DAMAGES in the amount of One Hundred Dollars (\$100) per day shall be withheld from any amounts otherwise due to the Contractor for each day the Contractor fails to achieve SUBSTANTIAL COMPLETION within the time allowed as provided herein.

ARCHITECT / ENGINEER — The A/E of Record for this Project is: N/A

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: *Robert J. Williams*
Ebenezer AME Church, 44 Nassau Street, Charleston, SC 29403

CONTRACTOR: *William C. Kendall*
The Mills Company, Inc., William C. Kendall, Auth. Representative

NOTARY PUBLIC / (WITNESS) *Albert G. Williams*

SUBSCRIBED AND DULY SWORN TO BEFORE ME: *T. Green Williams*
this *4th* day of *April*, *2018*.

T. Green Williams
Notary Public for South Carolina



General Conditions

ARTICLE 1 — CONTRACT DOCUMENTS

- A. The Contract Documents forming this City of Charleston Homeowner-Contractor Agreement shall consist of the following: a fully executed City of Charleston Homeowner-Contractor Agreement (this document) and any listed attachments thereto;
- the Project Manual as identified in Article 16;
 - the Project Drawings as listed in Article 16;
 - all Bid Addenda as listed in Article 16;
 - the Contractor's completed Bid Form;
 - all Change Orders and Change Directives;
 - any other documents as listed in Article 16.

ARTICLE 2 — GENERAL PROVISIONS

- A. The Contractor shall not incur any expenses chargeable to the Owner until this Agreement has been authorized and fully executed by both the Owner and the Contractor.
- B. The Contractor warrants to the Owner that:
1. it and its subcontractors (if any) are financially able to complete the Work;
 2. it shall perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work assigned;
 3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
 4. it shall perform the Work with care and diligence and in a professional and workmanlike manner;
 5. it has visited the work site and is reasonably apprised of the conditions in and around the work area.
- C. Contractor's Rights and Responsibilities:
- In addition to any other rights and responsibilities contained in this Agreement, the Contractor shall:
1. pay for required construction permits and/or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc, as required for the performance of the Work;
 2. visit the work site and obtain information to assist in familiarization with the work site, its conditions and any limitations that would affect the performance of the Work;
 3. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or

inconsistencies in the information furnished by the Owner or the City of Charleston, Dept. of Housing & Community Development construction management staff;

4. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance of the Work;
5. employ only persons skilled in the Work for which it is contractually obligated to do, employ an experienced superintendent to supervise the Work who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
6. have, at the time of execution and for the duration of this Agreement, all professional and business insurance, licenses and permits required to provide the required services in the State of South Carolina, the City of Charleston and as required by this Contract.

D. Owner's Rights and Responsibilities:

In addition to any other rights and responsibilities contained in this Agreement, the Owner shall:

1. provide the Contractor with available information regarding the Work and the work area;
2. approve payment to the Contractor for acceptable work performed, in accordance with the provisions of this Agreement;
3. if the Contractor fails to begin the Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Agreement and terminate the Agreement.

E. City of Charleston Dept. of Housing and Community Development construction management staff's Rights and Responsibilities:

In addition to any other rights and responsibilities contained in this Agreement, the City of Charleston Dept. of Housing and Community Development construction management staff shall:

1. Represent the Owner during the construction process through final completion of the project, and as requested during the warranty period. The City of Charleston Dept. of Housing and Community Development construction management staff shall act on behalf of the Owner only to the extent provided in the Contract Documents or otherwise agreed by the Owner;
2. Make periodic visits to the site during construction administration to become familiar with the progress and quality of the Work and to determine if the Work is being

performed in a manner indicating that the Work is generally progressing in accordance with the Contract Documents;

3. Make recommendations to the Owner as to the acceptance or rejection of the Work and communicate the Owner's decision to the Contractor;
4. Review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. Make the initial interpretation and decision on matters concerning performance pursuant to the requirements of, the Contract Documents, upon written request of either the Owner or Contractor. The interpretation or decision of the City of Charleston Dept. of Housing and Community Development construction management staff shall be final, subject to the dispute resolution provisions of this Agreement;
7. Not be responsible for construction means, methods, techniques, procedures and safety measures in the performance of the Work or acts of omission of the Contractor, Subcontractors or any other entity performing the Work on the site;
8. Review periodic requests for payment, and approve or reject the request, in whole or in part;
9. Prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 — CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the City of Charleston Dept. of Housing and Community Development construction management staff. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit the number of sets as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The City of Charleston Dept. of Housing and Community Development construction management staff shall review the shop drawings and samples with reasonable promptness but only for conformity with the approved design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

1. The Contractor shall not allow the use of any asbestos-containing product at the work site.

2. The Contractor shall not use or allow the use of lead material in public water application. Lead- free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less the 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.

3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all material shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials

1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by building officials.

2. The Contractor shall leave uncovered all areas of the Work that are called out in the Contract Documents to be left uncovered, or the City of Charleston Dept. of Housing and Community Development construction management staff requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the City of Charleston Dept. of Housing and Community Development construction management staff of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved by the City of Charleston Dept. of Housing and Community Development construction management staff.

2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without prior written approval from the City of Charleston Dept. of Housing and Community Development construction management staff, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. The Owner may authorize changes in the scope of this Agreement. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.

2. The Contractor shall provide supporting information as requested by the City of Charleston Dept. of Housing and Community Development construction management staff or the Owner to document the cost of any changed Work.

3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
 1. For the Contractor or subcontractor on Work performed by its own forces:
Overhead (%) ___10___ Profit (%) ___5___ Commission (%) ___N/A___
 2. For the Contractor or subcontractor on Work performed by its subcontractors:
Overhead (%) ___10___ Profit (%) ___5___ Commission (%) ___N/A___
 3. To a first tier subcontractor on Work performed by its subcontractors:
Overhead (%) ___N/A___ Profit (%) ___N/A___ Commission (%) ___N/A___
 4. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
 5. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The City of Charleston Dept. of Housing and Community Development construction management staff shall prepare Payment Request Field Reports on a form prescribed by the City of Charleston. Reports shall be provided to the Owner.

H. Time for Completion

1. Requests for extensions of time shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time of Completion.

2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
3. Should completion of the Project extend past the original or amended contract Substantial Completion date, Liquidated Damages may be calculated in the amount listed on Page 1 and the Contractor's final payment reduced by that amount.

I. Guarantees and Warranties

1. 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 one year from the date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties may be assigned by the Owner at no cost to the Owner and without the approval of the Contractor.
2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period shall govern.

J. Use of the Site

1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Work.
2. The Contractor shall provide access to the Work in progress for representatives of the Owner, the A/E and for all authorities having jurisdiction over the Work.

K. Taxes

1. The Contractor shall include in its Bid and pay for all taxes in effect or scheduled to go into effect at the time of bidding and at the completion of negotiations, if applicable.
2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4 – PAYMENTS

A. Payments shall be made no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

B. The Contractor shall make payments to its subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

C. Accompanying the first Application for Payment, the Contractor shall submit to the City of Charleston Dept. of Housing and Community Development construction management staff a Schedule of Values allocated to various portions of the Work, and a Construction Schedule to be used by the City of Charleston Dept. of Housing and Community Development construction management staff as a basis for reviewing the Application for Payment. The City of Charleston Dept. of Housing and Community Development shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the City of Charleston Dept. of Housing and Community Development construction management staffs' evaluation of the Contractor's Application for Payment. The City of Charleston Dept. of Housing and Community Development shall retain ten (10) percent of the cost of completed Work until 90 days after the Final Application for Payment is paid.

D. The Contractor's Final Application for Payment may be submitted when the following have occurred:

1. The Contractor has fully performed the Work of the Agreement, including the acceptable completion of all punch list items;
2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers;
3. The Contractor has furnished to the satisfaction of the City of Charleston Dept. of Housing and Community Development construction management staff and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents;
4. The Contractor has completed all training and other startup/turnover support activities with the City of Charleston Dept. of Housing and Community Development construction management staff.

E. If the Work is completed to the satisfaction of the City of Charleston Dept. of Housing and Community Development construction management staff, the City of Charleston Dept. of Housing and Community Development construction management staff

shall certify the application and the City of Charleston Dept. of Housing and Community Development shall make final payment. A ten (10%) percent retainage of the overall final payment amount to the contractor shall be withheld for a period of 90 days.

ARTICLE 5 — CLAIMS

A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.

B. Claims under this Agreement shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

C. Claims arising prior to the date final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph a party expressly waives its claim.

D. Pending a resolution of the Claim, including any dispute resolution under this Agreement, the Contractor shall proceed to perform as required by this Agreement and the Owner shall continue to make payments in accordance with this Agreement.

ARTICLE 6 — DISPUTE RESOLUTION

The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to this Agreement. To the extent that the parties are unable to reach a resolution, the parties agree to submit their dispute to the Court of Common Pleas for Charleston County with the prevailing party being entitled to reasonable attorney's fees from the non-prevailing party.

ARTICLE 7 – SUSPENSION OR TERMINATION OF THIS AGREEMENT

A. Owner's Right of Termination

1. The Owner may, at any time, terminate this Agreement, in whole or in part, with or without cause for the Owner's convenience, upon seven (7) days written notice to the Contractor.

B. Contractor's Right of Termination

1. The Contractor may terminate this Agreement if Work is stopped through no fault of

the Contractor for a period of time exceeding sixty (60) consecutive calendar days due to a court order or other public authority having jurisdiction or a National emergency which requires the Work to be stopped.

2. The Contractor may, upon seven (7) days written notice to the Owner and the City of Charleston Dept. of Housing and Community Development construction management staff, terminate this Agreement for the reasons stated above and be compensated for Work completed and materials stored in accordance with the Contract Documents.

C. Owner's Right of Suspension

1. The Owner may, at any time, suspend the Work, in whole or in part, with or without cause for such period of time as determined by the Owner;
2. The Contract Sum and Contract Time shall be adjusted for increases in cost to the Contractor due to the delay or interruption except that no increase for either the Contract Sum or the Contract Time shall be granted for delays or interruptions that are, or would/should have been the responsibility of the Contractor.

ARTICLE 8 — PROTECTION OF PERSONS AND PROPERTY

A. The Contractor is responsible for job-site safety and the protection of persons and property within the work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety related to the Work.

B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous, other than lead-based paint which has separate requirements as set forth in this Agreement, or of archaeological significance, then the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the City of Charleston Dept. of Housing and Community Development construction management staff in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.

C. This Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).

D. For the purposes of this Agreement, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, however, shall the Owner have any responsibility for any

substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 — INSURANCE AND BONDS

A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.

B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:

1. Premises — Operations.
2. Independent Contractor's Protective.
3. Products and Completed Operations.
4. Personal and Advertising Injury.
5. Contractual, including specified provisions for Contractor's obligations.
6. Broad Form Property Damage, including Completed Operations.
7. Owned, Non-Owned and Hired Vehicles.

C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in this Agreement:

1. Commercial General Liability:
 1. General Aggregate (per project) \$1,000,000
 2. Products/Completed Operations \$1,000,000
 3. Personal and Advertising Injury \$1,000,000
 4. Each Occurrence \$1,000,000
 5. Fire Damage \$50,000
 6. Medical Expense (any one person) \$5,000
2. Business Auto Liability (including all owned, non-owned, and hired vehicles):
 1. Combined Single Limit \$1,000,000
 - OR-
 2. Bodily Injury & Property Damage (each) \$1,000,000
3. Workers Compensation
 1. State Statutory
 2. Employer's Liability \$100,000 Per Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Agreement. This requirement shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.

E. The Owner shall be listed as the certificate holder and an additional insured as set forth below of the Contractor's Liability Insurance.

F. Certificates of Insurance which are in compliance with this Agreement shall be in the form of the latest edition of the ACORD 25S and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies shall not be canceled unless at least thirty (30) days prior written notice has been given to the Owner.

G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for termination of this Agreement.

H. Bonds

If required by the Contract Documents, and prior to being issued a Notice to Proceed, the Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. Failure to provide these Bonds may indicate that the Contractor is in material breach of its responsibilities under the Contract in the Owner's sole discretion.

1. Bonds shall each be in the amount of 100% of the amount of this Agreement.
2. The Surety providing the Bonds shall have, at a minimum a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property—Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the contract amount. The Bonds shall:
 1. be issued by a surety company licensed to do business in South Carolina;
 2. be accompanied by a current power of attorney and certified by the attorney-in-

fact who executes the bond on the behalf of the surety company;

3. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer;
4. display the Surety's Bond Number.

I. Builder's Risk Insurance

1. Prior to execution of this Agreement, the Contractor shall obtain Builders Risk insurance for the Project.
2. The Contractor shall be responsible for the deductible for the Builders Risk policy. The policy shall be written with a deductible of \$250 for each occurrence by an insurer approved by the Owner.

ARTICLE 10 — CORRECTION OF WORK

A. The Contractor shall promptly and with due diligence correct Work rejected by the City of Charleston Dept. of Housing and Community Development construction management staff or the Owner for failure to conform to the requirements of this Agreement, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections and any compensation for City of Charleston Dept. of Housing and Community Development construction management staff services and expenses involved.

B. If the Contractor fails to carry out the Work in accordance with this Agreement and the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies it may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies including the Owner's expenses and compensation to the City of Charleston Dept. of Housing and Community Development construction management staff, if necessary.

C. The Contractor and the Surety remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 11— CONSTRUCTION BY OWNER

A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.

B. The Contractor agrees to allow access to the site by the Owner's work force or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.

C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 12 — SUBCONTRACTORS

If the Contractor engages subcontractors to provide Work on this Agreement, the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in this Agreement. The Contractor's subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 13 — COMPLETION AND CLOSEOUT

A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the City of Charleston Dept. of Housing and Community Development construction management staff of its completion. The City of Charleston Dept. of Housing and Community Development construction management staff shall schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.

B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of this Agreement.

C. If more than one (Periodic or Final) Inspection is required, the Contractor shall pay for or reimburse the Owner for all costs associated with such re-inspection, if any.

D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 14 — MISCELLANEOUS PROVISIONS

A. The Contractor and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of this Agreement. Neither party shall assign, sublet or transfer their interests in this Agreement without the written consent of the other party.

B. This Agreement represents the entire and integrated agreement between the Owner and Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Agreement.

C. Nothing in this Agreement shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.

D. Unless otherwise included in this Agreement, nothing shall require the Contractor to discover, handle, remove, or dispose of any hazardous other than lead-based paint which has separate requirements as set forth in this Agreement or toxic materials in any form at or from the project site.

ARTICLE 15 — GOVERNING LAW

A. This Agreement shall comply with and be governed by South Carolina Law and its related statutes.

ARTICLE 16 — OTHER PROVISIONS

A. Contract Documents (list or refer to attachments)

1. Project Manual dated: N/A
2. Project Drawings: __N/A__ Architecture Drawings; Permit Set dated
3. Project Addenda and date, as listed below:
 - a) City of Charleston, HCD, Written Work Specifications dated March 9, 2016
 - b) Contractor's bid materials for the project; dated March 9, 2016.
 - c) EXHIBIT E – Role of the City of Charleston.
 - d) City of Charleston, HCD, Request for Payment Process.

B. Other Provisions and Attachments

1. Warranties and guaranties shall be transferable to the new homeowner and the one-year warranty period for the contractor, manufacture, etc. shall apply to the homeowner for each respective property.

Supplemental Conditions
Special Terms and Conditions for Section 108/CDBG Financing

PROVISIONS FOR LEGAL DOCUMENTS PERTAINING TO COMMUNITY DEVELOPMENT BLOCK GRANT (SECTION 108) FUNDS. THE TERM "ORGANIZATION" SHALL BE DEEMED TO INCLUDE THE CONTRACTOR.

I. GENERAL CONDITIONS.

A. General Compliance: The organization agrees to 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 organization further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The organization agrees to comply with all other applicable federal, state and local laws and regulations governing the funds provided under this contract.

B. Independent Contractor: Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The organization shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. 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 organization is an independent organization.

C. Hold Harmless: The organization 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 organization's performance of the services or subject matter called for in this Agreement.

D. Worker's Compensation: The organization shall provide Worker's Compensation Insurance coverage for all employees involved in the performance of this Agreement.

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

II. ADMINISTRATIVE REQUIREMENTS.

A. Financial Management:

1. Accounting Standards: The Organization agrees to 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 organization 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 organization is a governmental or quasi-governmental agency, the applicable sections of 24 FR 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 organization 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 Agreement. Such records shall include but not be limited to:
 1. Records providing a full description of each activity undertaken;
 2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
 3. Records required to determine the eligibility of activities;
 4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
 6. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110;
 7. Other records necessary to document compliance with Subpart of 24 CFR 570.
2. Retention of Records: The organization shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement 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. Activity Eligibility and National Objective: The organization agrees to maintain documentation that demonstrates that the activities carried out with funds under this Agreement are eligible and meet the CDBG program's national objective of benefit to low and moderate income persons as specified in 24 CFR Part 570.
4. Inspection of Records: All organization records with respect to any matters covered by this Agreement 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.
5. Close-Outs: Organization 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 organization shall transfer to the public body any funds on hand which have been provided under this Agreement and any accounts receivable attributable to the use of such funds. Any real property or equipment under the organization's control that was acquired or improved in whole or in part with CDBG funds must be returned to the City of Charleston 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.

6. Progress Reports: The organization shall submit regular Progress Reports to the City of Charleston on a schedule and 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 organization shall submit a detailed contract budget of a form and content prescribed by the City. The City of Charleston and the organization may agree to revise the budget from time to time in accordance with existing city policies.
2. Payment Procedures: The City of Charleston shall reimburse the organization funds available under this Agreement based upon invoices and documentation submitted by the organization and consistent with any approved budget, cost allocation plan and policy of the City of Charleston concerning payments. Payments shall be made for eligible expenses actually incurred by the organization. The City of Charleston reserves the right to liquidate funds available under this Agreement for costs incurred by the City of Charleston on behalf of the organization.
3. Audit of Records: The organization shall on an annual basis have a fiscal and programmatic audit performed by qualified auditors to verify accuracy of

expenditures, program efficiency and effectiveness. Audits shall be conducted in accordance with OMB Circular A-133. The organization further agrees to make available all records and reports relative to the fiscal and programmatic aspects of its program upon request by the City Charleston.

D. Procurement:

1. Compliance: The organization shall comply with OMB Circular A-110 and any current policy of the City of Charleston 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 Agreement.
2. OMB Standards: The organization shall procure materials in accordance with the requirements of Attachment 0 of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards, covering utilization and disposal of property.

III. PERSONNEL AND PARTICIPANT CONDITIONS.

A. Civil Rights:

1. Compliance: The organization agrees 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 organization shall not discriminate against any employee or applicant for employment on the basis or race, creed, color, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. The 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.

The 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. Section 504: The organization agrees to 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 of Charleston shall provide the organization with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action:

- Approved Plan: The organization 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 organization to assist in the formulation of such a program.
- Women/Minority Owned Businesses: The 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 Agreement. As used in this Agreement, 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 organization may rely on written representations by organizations regarding their status as minority and female business enterprises in lieu of an independent investigation.
- Access to Records: The organization shall furnish and cause each of its organizations 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.
- EEO/AA Statement: The organization shall, in all solicitations or advertisements for employees placed by or on behalf of the organization, state that it is an Equal Opportunity or Affirmative Action employer.

A. Employment Restrictions:

Prohibited Activity:

- The 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 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.
- The 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 Department of Parks 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.

- The 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.

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.

- Labor Standards: The organization agrees to 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 Agreement. The organization shall maintain documentation which demonstrates compliance with hour and wage requirements of this provision. Such documentation shall be made available to the City of Charleston and HUD officials upon request.

The organization 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 Agreement 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 organization of its obligation, if any, to require payment of the higher wage. The 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.

to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$2,000.

- "Section 3" Clause:

- 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 Agreement, shall be a condition of the federal funding assistance provided under this contract and binding Department of Parks upon the organization and any contractors or subcontractors for Work in connection with this Agreement. Further, the organization agrees to incorporate the following language in all contracts and subcontracts executed for Work under this Agreement:

"The Work to be performed under this Agreement is a project assisted under the TD Charitable Foundation Grant following HUD requirements and is subject to 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 organization agrees that no contractual or other disability exists which would prevent compliance with these requirements.

- Debarred, Suspended or Ineligible Contractors: Financial assistance provided under this Agreement 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-organization during any period of debarment, suspension or placement or eligibility status under the provisions of 24 CFR Part 24.

B. Conduct:

- Assignability: The organization shall not assign or transfer any interest in this Agreement without the prior written consent of the City of Charleston thereto; provided, however, that claims for money due or that become due to the organization from the City of Charleston under this Agreement may not be assigned to a bank, trust company or other financial institution without the written approval of the City of Charleston.
- Conflict of Interest: The organization agrees to 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

under this Agreement. The organization further covenants that in the performance of this Agreement, no person having a financial interest shall be employed or retained by the 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 of Charleston or of any designated public agencies or organizations which are receiving funds under the CDBG Program.

- Religious Organizations: The organization agrees that funds provided under this Agreement 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).
- Subcontracts:
 - Selection Process: The organization shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be made available upon request by the City of Charleston along with documentation concerning the selection process.
 - Content: The organization shall cause all of the provisions of this Agreement to be included in and made a part of any subcontract executed in performance of this Agreement.
 - Monitoring: The organization 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 noncompliance. Copies of these reports shall be submitted to the City of Charleston.

IV. ENVIRONMENTAL CONDITIONS.

A. Air and Water: The organization agrees to comply with the requirements of the following regulations insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 1857, et seq.
2. 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.
3. 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 organization agrees to 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 Agreement, as it may apply to the provisions of this Agreement. In addition, all properties assisted with Federal funds under this Agreement are required to have flood insurance on the property a/k/a the project.

C. Lead-Based Paint: The organization agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement 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.

V. FEDERAL COMPLIANCE.

Notwithstanding any provision herein, the organization acknowledges that the funding to be received under this Agreement is federal funding and the 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.

CPR COMMITTEE and/or COUNCIL AGENDA

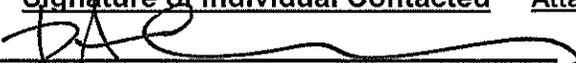
11.)

TO: John J. Tecklenburg, Mayor
FROM: Matt Compton / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: MUNICIPAL GOLF COURSE HVAC REPLACEMENT & CLUB HOUSE RENOVATIONS CHANGE ORDER #2

REQUEST: The approval of Change Order #2 to the Construction Contract with Chambers & Associates, Inc. in the amount of \$31,505.30 for updating finishes in the Pro Shop, Snack Bar, Dining Room, and main Restrooms including flooring, wall painting, and replacement of select fixtures. This approval will result in a budget transfer of \$31,505.30 to Chambers & Associates, Inc.'s Construction Contract from the Project Contingency. The contract time will increase by 21 days.

COMMITTEE OF COUNCIL: Ways & Means DATE: April 12, 2016

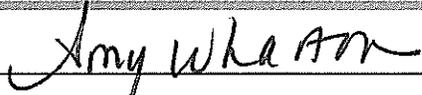
COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

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

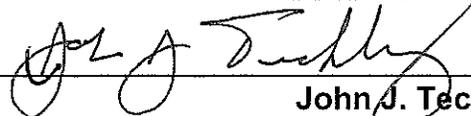
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept/Div PARKS – Capital Projects Acct # 028015-58240
Project Number CP1303 / CP1609
Balance in Account \$31,505.30 Amount needed for this item \$31,505.30

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: This approval will result in a \$31,505.30 increase to Chambers & Associates, Inc. contract from \$251,233.32 to \$282,738.62. The total project budget will increase by 40,000.00. The funding sources for this project are: 2015 Golf Course Fund (\$290,000), 2014 General Fund Reserves (\$22,000), and 2013 General Fund Reserves (\$40,000).

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.

Municipal Golf Course Improvements-HVAC Replacement Club House Renovations

Golf Course Improvements-HVAC Replacement / Club House Renovation

CP1303	DRAFT PROJECT BUDGET	Expenses to DATE	Encumbrances	Remaining Balance	NOTES
DESIGN / ENGINEERING					
Division/Object					
028015-58238	HVAC Engineering & Design & Bidding Serv.	\$ 24,000.00	\$ 18,192.25	\$ 5,807.75	\$ - RMF Engineering - P128268
028015-58238	Engineer Construction Admin. Services	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
028015-58238	Engineer Testing Fees	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
028015-58236	Advertising	\$ 500.00	\$ 461.62	\$ -	\$ 38.38 Pcard
028015-58016	Printing	\$ 300.00	\$ 53.00	\$ -	\$ 247.00 Pcard
TOTAL D/E COSTS		\$ 33,800.00	\$ 18,706.87	\$ 5,807.75	\$ 9,285.38
CONSTRUCTION					
028015-58240	Construction-HVAC System	\$ 244,972.00	\$ -	\$ -	\$ -
	Change Order #1	\$ 6,261.32	\$ -	\$ -	\$ - root leak repairs, relocation of roof mounted walk-in cooler compressor
	Change Order #2	\$ 31,505.30	\$ -	\$ -	\$ - update finishes in Pro Shop, Snack Bar, Dining Room & Main Restroom
	Change Order #3	\$ 8,495.30	\$ -	\$ -	\$ - back office flood repairs
	Change Order #4	\$ 10,094.99	\$ -	\$ -	\$ - sewer main repairs, french drain
	Subtotal Construction Contract	\$ 301,328.91	\$ 179,731.25	\$ -	\$ 121,597.66 Chambers and Associates, Inc.
028015-52510	Temporary Pro Shop / Office Trailer	\$ 7,500.00	\$ 6,052.22	\$ -	\$ 1,447.78 ACTON Mobile-P138410
028015-52740	IT Hub Relocation	\$ 2,497.00	\$ 2,497.00	\$ -	\$ - South East Communications-P138717
028015-52044	Plumbing & Electrical Supplies	\$ 1,500.00	\$ 1,028.15	\$ -	\$ 471.85 Pcard
028015-52510	Temporary Storage	\$ 750.00	\$ 540.36	\$ -	\$ 209.64 Pcard
028015-52100	Water Utility Bills	\$ -	\$ -	\$ -	\$ - CWS
028015-52110	Electric Utility Bills	\$ 449.54	\$ 449.54	\$ -	\$ - SCE&G
028015-52206	Temporary Restrooms	\$ 2,500.00	\$ 240.32	\$ -	\$ 2,259.68 Nature's Calling
TOTAL CONSTRUCTION COSTS		\$ 316,525.45	\$ 190,538.84	\$ -	\$ 125,986.61
028015-58240	Contingency	\$ 1,674.55	\$ -	\$ -	\$ 1,674.55
TOTAL PROJECT COSTS		\$ 352,000.00	\$ 209,245.71	\$ 142,754.29	\$ 136,946.54
FUNDING					
YEAR	SOURCE	BUDGET	Revenues to Date		
2015	Golf Course Fund	\$ 290,000.00	\$ 290,000.00		
2014	General Fund Reserves	\$ 22,000.00	\$ -		
2013	General Fund Reserves	\$ 40,000.00	\$ -		
TOTAL FUNDING		\$ 352,000.00	\$ 290,000.00		
PROJECT SUMMARY					
TOTAL PROJECT FUNDING		\$ 352,000.00			
TOTAL PROJECT COST		\$ 352,000.00			
PROJECT SUMMARY		\$ -			

**City of Charleston
Construction Change Order**

PROJECT: CP-1303/1609 MUNICIPAL GOLF COURSE HVAC REPLACEMENT
(NUMBER) (NAME)

CONTRACTOR: CHAMBERS & ASSOCIATES, INC. **CHANGE ORDER NO.:** 02

1. Description of the Change Order:
(Reference any attachments by name and date)

Additional project scope related to updating finishes in Pro Shop, Snack Bar, Dining Room and main Restrooms. Work includes flooring, wall painting, and replacement of select fixtures.

See attached CHANGE DIRECTIVE No. 02 for details.

Contract is being extended 21 days.

2. Adjustments to the Contract Amount:

Original Contract Amount	\$ <u>244,972.00</u>
Change by Previously Approved Change Orders	\$ <u>6,261.32</u>
Contract Amount prior to this Change Order	\$ <u>251,233.32</u>
Amount of this Change Order	\$ <u>31,505.30</u>
New Contract Amount, including this Change Order	\$ <u>282,738.62</u>

3. Adjustments in Contract Time:

Original Date for Substantial Completion.....	<u>3/04/2016</u>
Change in Days by Previously Approved Change Orders	<u>7</u> Days
Change in Days for this Change Order	<u>21</u> Days
New Date for Substantial Completion	<u>4/01/2016</u>

4. Amount of this Change Order performed by MBE..... \$ 0

RMF Engineering, Inc.
Architect/ Engineer

Chambers & Associates, Inc.
Contractor

City of Charleston
Owner

194 Seven Farms Dr., Ste. G
Charleston, SC 29492
Address

1250 Fairmont Avenue
Mt. Pleasant, SC 29464
Address

823 Meeting St
Charleston, SC 28403
Address


Signature


Signature

Signature

By: Seth P. Spangler, PE

By: Robert B. Chambers

By: John J. Tecklenberg

Date: 03/07/16

Date: 03/07/16

Date: _____

**City of Charleston
Construction Change Directive**

PROJECT: CP-1303/1609 MUNICIPAL GOLF COURSE HVAC REPLACEMENT
(NUMBER) (NAME)

CONTRACTOR: CHAMBERS & ASSOCIATES, INC. **CHANGE DIRECTIVE NO.:** 02

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)*

Additional project scope related to improvements to existing finishes. See attached drawings and subcontractor quotes.

- Remove / replace carpeting in Dining Room and Pro Shop with carpet tile.
\$ 4,985.00 including 13% O&P
- Replace VCT floor in Snack Bar. Clean & seal new tile.
\$ 1,335.00 including 13% O&P
- Prep and paint walls in Dining Room and Restrooms (one color, no contrasting trim).
\$ 7,741.00 including 13% O&P
- Prep and paint walls in Snack Bar area with 'Saniglaze' paint spec'd for new soffit.
\$ 537.00 including 13% O&P
- Resurface countertops at Snack Bar and in Dining Room.
\$2,938.00 including 13% O&P.
- Refinish 4 existing doors (restrooms & pro shop); clean cabinet finishes.
\$ 2,233.00 including 13% O&P.
- Remove / Replace toilet partitions (4 total).
\$ 5,921.00 including 13% O&P.
- Remove / Replace restroom sinks and cabinets with custom cabinets and cultured marble sink tops.
\$ 4,520.00 including 13% O&P.
- Remove wallpaper in Womens restroom. Install 1/4" drywall and prep for paint.
\$915.30 including 13 % O&P.
- Deep clean existing floor tile in both restrooms.
\$ 380.00 including 13% O&P.

WORK TO BE COMPLETED NLT FRIDAY, 4/01/2016 TO ALLOW PRO SHOP, SNACK BAR & DINING ROOM TO BE UTILIZED.

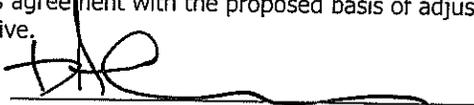
PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: an increase a decrease
 to be determined unchanged
- Not-to-Exceed: \$ _____
 Lump Sum: \$ 31,505.30
 Unit Price of: \$ _____ per _____
 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 21 calendar days
 decrease by _____ calendar days

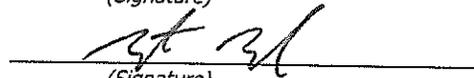
Signature by the Contractor indicates the Contractor's agreement with the proposed basis of adjustment in the Contract Sum and Time set forth in this Construction Change Directive.

Dustin Clemens, Director of Capital Projects


(Signature)

3/25/16
(Date)

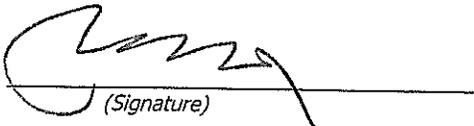
Seth P. Spangler, PE, RMF Engineering, Inc.
(Print or Type Name of A/E)


(Signature)

03/07/16
(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.

Robert B. Chambers, Chambers & Assoc., Inc.
(Name of Contractor)


(Signature)

03/07/16
(Date)

3/1/2016 - UPDATED
AS PER Drawings Provided:

City of Charleston Municipal Golf Course: Extras

Category	Specifics	Cost	O and P		Total
			%	Amount	
Installation of Slab: 4" as per drawing		\$2,960	17.00%	\$503	3,463.70
ReFrame Wall @ Storage/Finish Area		\$620	17.00%	\$105	725.40
Install French Drain		\$3,180	13.00%	\$413	3,593.40
Demo Existing Slab @ Entry to back Office Area		\$435	17.00%	\$74	508.95
Adjust exterior GRADE for positive drainage		\$425	13.00%	\$55	480.25
Cut 6" bottom of door to Old Mech.Room and	See Separate Sheet				
Install 6" concrete curb	See Separate Sheet				
Plug floor drain-Mech.Room	See Separate Sheet				
BACK OFFICE MODIFICATIONS:					
Remove wall paneling& Interior walls	Demo	\$900	17.00%	\$153	1,053.00
New Interior framing: Not incl. floor finish	Drywall - walls Includes Ladies Rm		13.00%	\$0	2,994.50
Plumbing:	See Separate Sheet				
Replace existing sanitary drain line and install					
from previous pump station 2" line to connect					
Concrete floor patching		\$0	17.00%	\$0	0.00
Electrical:					
Extras required for back room area	Minor Work to adjust	\$0	13.00%	\$0	0.00
Lighting - new fixtures	See Separate Sheet				
Flooring:					
Carpet: Carpet Tile - Dining Room & Pro Shop	151	\$4,412	13.00%	\$574	4,985.46
VCT: Snack Bar -	250 Sq.FT.	\$956	13.00%	\$124	1,080.79
Janitorial Service - clean and seal		\$225	13.00%	\$29	254.25
Clean Existing Floors: Bathrooms		\$325	17.00%	\$55	380.25
Painting:					
Dining - Walls - Clean&Prep - One Color	1325 Sq.FT.	\$6,850	13.00%	\$891	7,740.50
Dining - Trim (same color as walls)	710 L.F.	Incl.			
Tile in Bathroom		excluded			
Paint Snack Bar walls - Saniglaze Per spec.		\$475	13.00%	\$62	536.75
Cabinets:					
Dining: Protect exterior finish - clean		\$215	17.00%	\$37	251.55
Pro Shop - Protect exterior finish - clean		\$215	17.00%	\$37	251.55
Bathrooms - Includes culture marble tops	2 new	\$4,000	13.00%	\$520	4,520.00
Doors:					
Remove-Sand-apply finish	3	\$750	13.00%	\$98	847.50
Replace door	1 new	\$780	13.00%	\$101	881.40
Countertops:					
Dining - Laminate tops	Wilsonart Colors and material	\$2,600	13.00%	\$338	2,938.00
Pro Shop - Laminate tops - Top & Lower Counter		excluded			
Partitions:					
Two Bathrooms 4 stalls		\$5,240	13.00%	\$681	5,921.20
Project Contingency:					
Repair Roof Leaks			13.00%		2,000.00
Relocate Existing Cooler Compressor			13.00%		2,106.32
Repair storage shelving bottom shelf			17.00%		425.00
Box out ductwork; install drywall at bar dining			13.00%		961.90
Final Total					30,590.00

4,985.46
381,325.00
\$ 380.00
\$7,741.00
\$ 537.00
\$4,520.00
\$2,233.00
\$2,938.00
\$5,921.00

CO#02 \$30,590.00

1/2

[Signature] 03/09/16

Category	Specifics	Cost	O and P		Total
			%	Amount	
Different Pot of Funds					
Electrical:					
New Fixtures:			13.00%	\$0	2,147.00
Pro Shop, Snack Bar, Dining Room, Restrooms					0.00
Plumbing:					
Replace existing sanitary drain line and install from previous pump station 2" line to connect		\$2,728	13.00%	\$355	3,082.64
Concrete floor patching		\$600	17.00%	\$102	702.00
Mechanical Room:					
Cut 6" bottom of floor to Old Mech. Room and		\$730	13.00%	\$95	824.90
Install 6" concrete curb		\$235	17.00%	\$40	274.95
Plug floor drain Mech. Room		\$125	17.00%	\$21	146.75
Bathrooms:					
Remove wallpaper Ladies Rm. Install drywall 1/4"			13.00%		915.30
Miscellaneous:					
Repair existing framing exterior wall			17.00%		259.20
Final Total					2,552.00

\$915.30

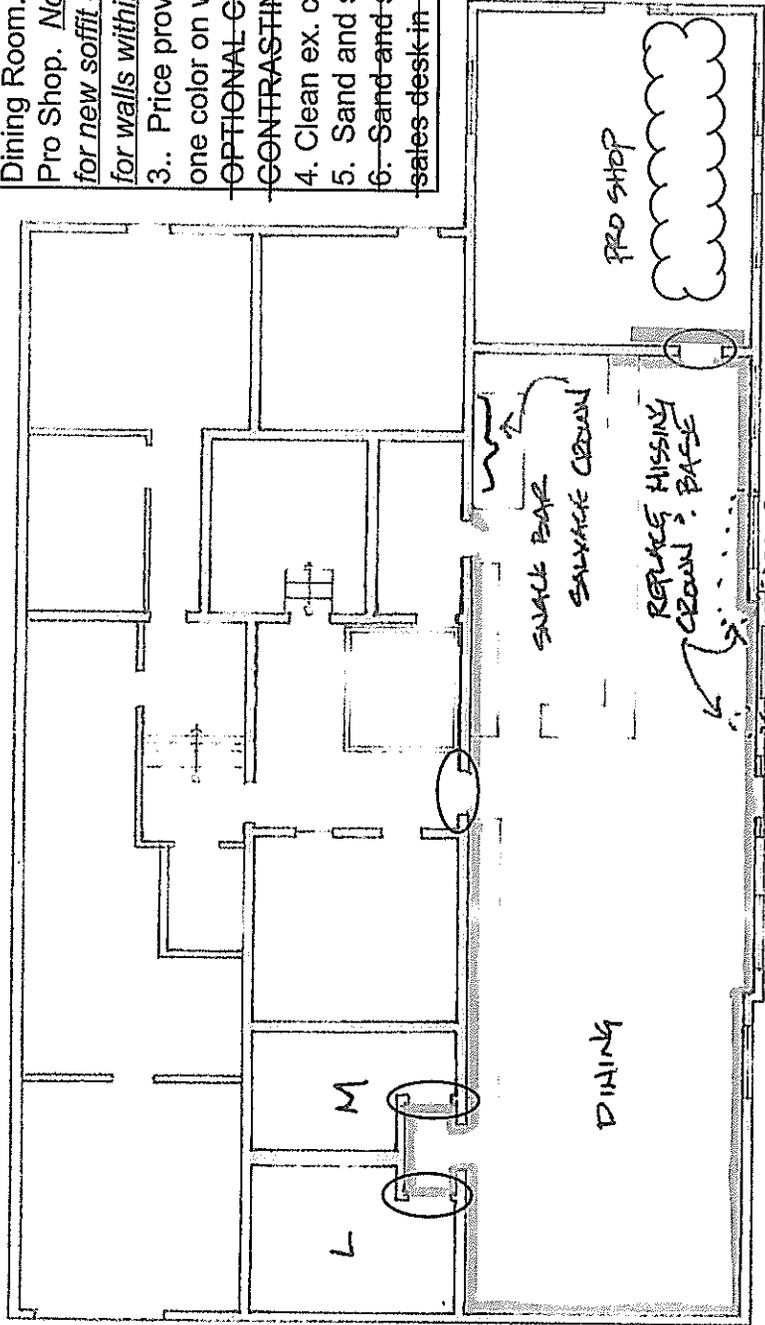
CD#02 2/2 \$915.30

CD#02 \$21,505.30

[Signature] 03/09/16

PAINTING

1. Clean and prep. Repair missing trim as noted on sketch.
2. Walls and trim in Snack Bar and Dining Room. Short wall panel in Pro Shop. Note paint requirement for new soffit - use same material for walls within Snack Bar area.
- 3.. Price provided earlier was for one color on walls and trim - ~~OPTIONAL COST FOR CONTRASTING TRIM COLOR?~~
4. Clean ex. cabinet faces & doors.
5. Sand and seal 4 doors (circled).
6. Sand and seal counter top at sales desk in Pro Shop.



PREP: PAINT Walls and trim. Sherwin Williams or equiv.

Walls: (1) sealing primer & (1) finish. Neutral color TRD. Approx. 1325 ft²

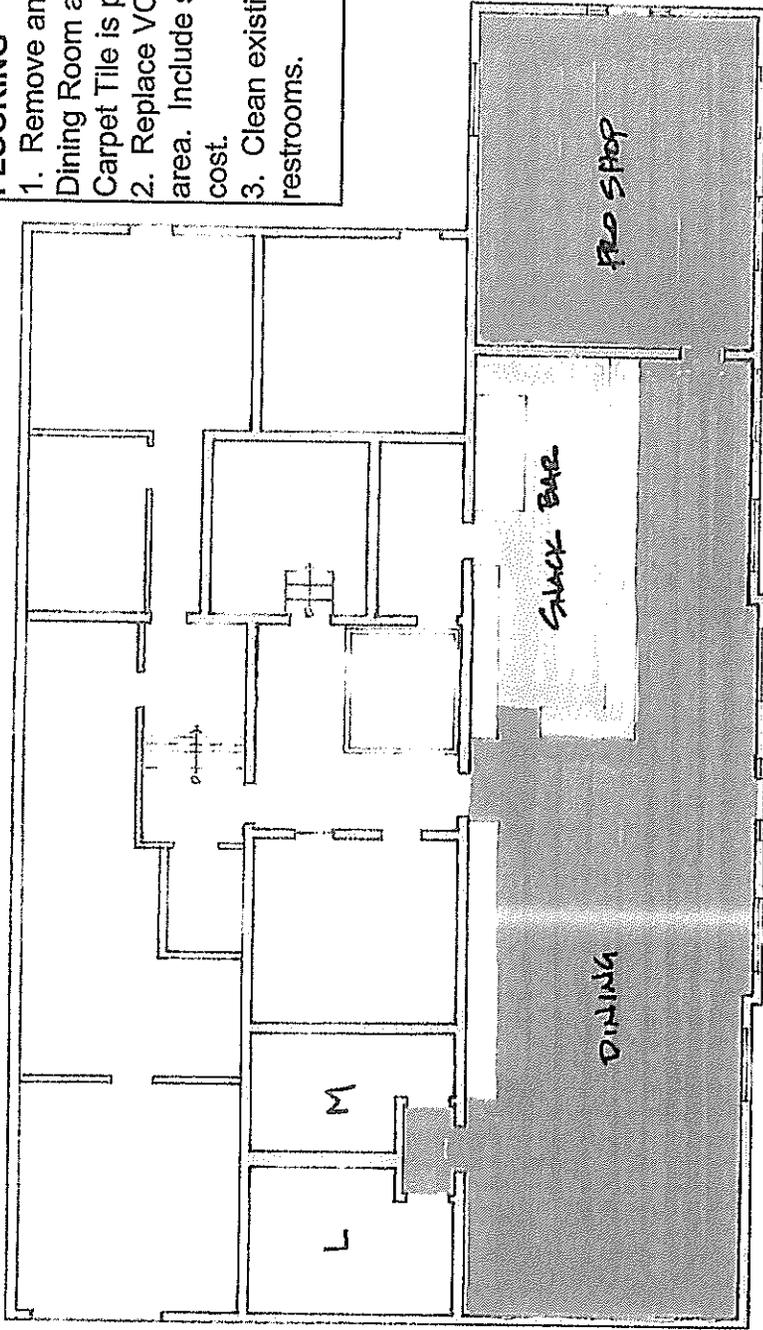
Trim: (1) sealing primer & (2) finish. ~~Contrasting color TRD~~. Approx. 710 LF

Cabinets: Protect ex. finish. Clean.

Doors: Protect ex. finish. Clean.

FLOORING

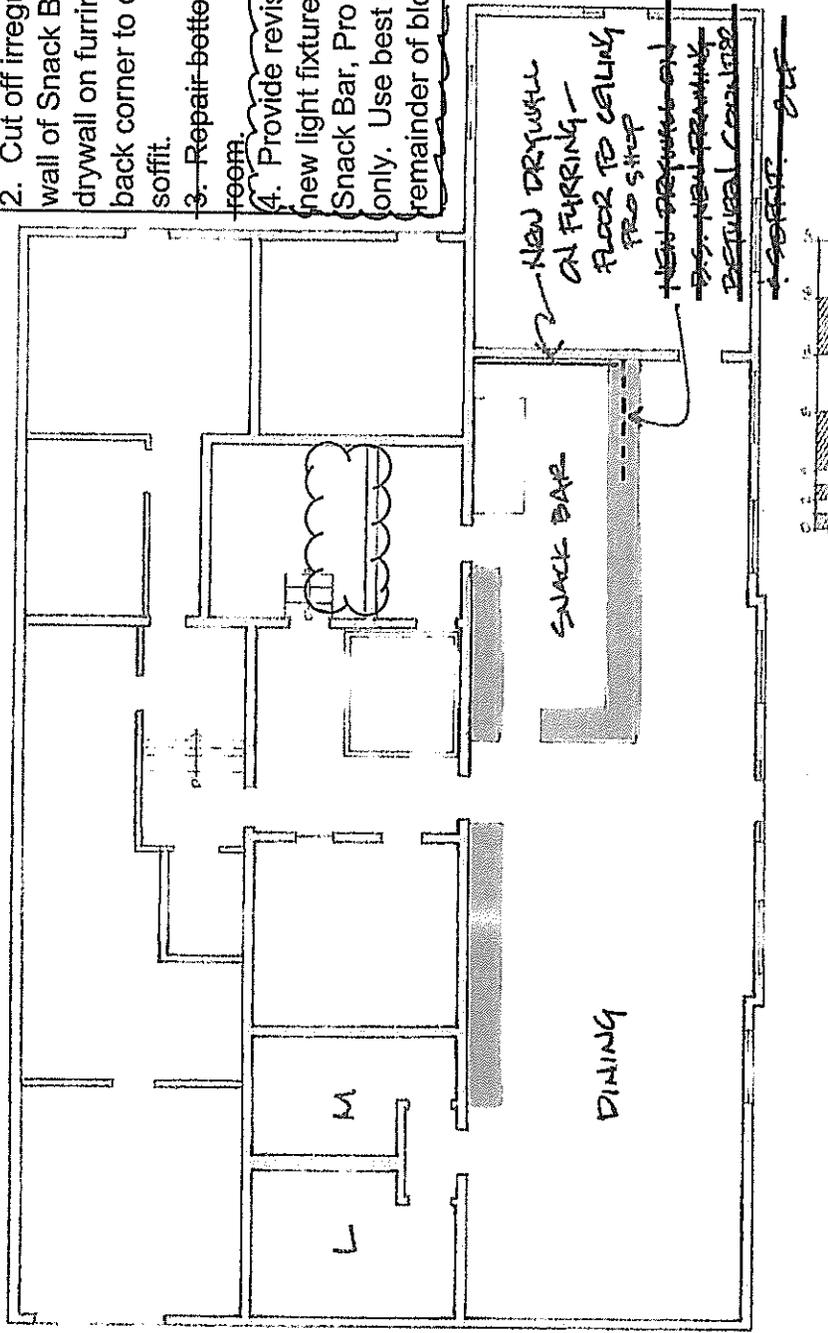
1. Remove and replace carpeting Dining Room and Pro Shop. Carpet Tile is preferred option.
2. Replace VCT in Snack Bar area. Include sealer in installation cost.
3. Clean existing tile floors in restrooms.



- Remove; replace carpet w/ carpet tile - Approx. 151 sq ft
- Remove; replace VCT - Approx. 250 sq ft

OTHER

1. Cover existing laminate countertops with new laminate. Color to be selected from standard offerings.
2. Cut off irregular countertop at end wall of Snack Bar and cover wall with drywall on furring. Full height, from back corner to outside face of new soffit.
3. Repair bottom shelf in storage room.
4. Provide revised cost for providing new light fixtures in Dining Room, Snack Bar, Pro Shop and Restrooms only. Use existing fixtures in remainder of bldg. SEE C.O.#1



Approx. 90 \$
 Approx. 50 \$

Install new laminate material on top of existing counters.

Approx. 150 \$ surface
 2 \$ \$ edge

① NEW PARTITIONS -
Same width, different
door swing.

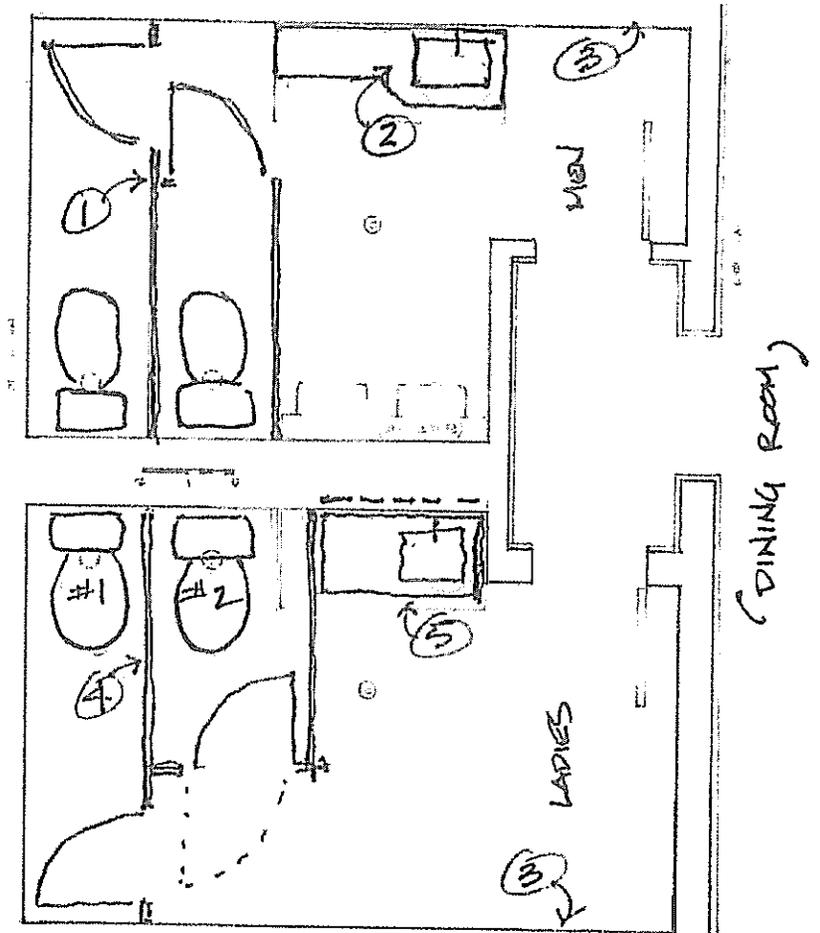
② NEW CUSTOM SINK &
CABINET
Lose one sink - small
counter area.
Same mirror & shelf

③ TEXTURED PAINTABLE
WALL COVERING ABOVE
TILE -

④ NEW PARTITIONS -
Stall # 1 same width,
w/ longer space & new
door swing.

Stall # 2 wider. Door to
to exterior for more room

⑤ NEW CUSTOM SINK & CAB
Lose one sink - small
counter area.
Remove/replace mirror



BATHROOM UPGRADES

Handwritten numbers on sketch do not correspond.

1. Remove existing partitions, sinks and cabinets. Cap drain and supply for left sink in both restrooms. Remove mirrors and reinstall after painting.
2. Remove wallpaper in Womens. Skim coat walls. Paint both rooms with "Saniglaze" paint in color TBD. Cover bulletin board in Mens with 1/4" cork sheeting.
3. Install new partitions in both restrooms with phenolic panels, floor mounted, with overhead framing. Note expanded size and change in door swing. *If possible, we want to install a small bench behind door in both #1 stalls (corner or 12").*
4. Install custom cabinets and cultured marble sink tops with integral bowls. Provide new single lever faucet kits.
5. Replace all visible electrical switches, covers, outlets, etc. with new white components.
- ~~6. Provide optional cost for sound batting above Womens restroom area.~~
- ~~7. Provide optional cost for covering wainscot tile with epoxy paint.~~

RESTROOM IMPROVEMENTS

Proposal

SULLIVAN CUSTOM CABINETS

CHARLESTON, SOUTH CAROLINA 29405
Phone 554-5880

2519 Oscar Johnson Drive

NATHAN
696-5880

PROPOSAL SUBMITTED TO BOB Chambers	PHONE	DATE 2-24-16
STREET	JOB NAME MUNICIPAL GOLF COURSE	
CITY STATE AND ZIP CODE	JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE

specifications and estimates for

MATERIAL & LABOR TO BUILD A CABINET
& FINISH IT & MAKE A CULTURED MARGIE
TOP WITH A INTRAGAL BEVEL

MENS ROOM \$2,000⁰⁰
WOMENS ROOM 2,000⁰⁰

MATERIAL & LABOR TO REPLACE THE
LAMINATE TOPS IN THE DINING ROOM = \$2,600⁰⁰

~~MATERIAL & LABOR TO COVER THE PRO
STOPS TOPS ON THE LOWER LEVEL & = \$1,500⁰⁰
THE UPPER LEVEL~~

(PREFER TO USE THE
WILSON ART COLORS
IF POSSIBLE)

We Propose hereby to furnish material and labor — complete in accordance with above specifications for the sum of _____ dollars (\$ _____)

Payment to be made as follows

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Nathan Sullivan

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Signature _____

Signature _____

Date of Acceptance: _____

February 23, 2016

Robert Chambers
Chambers and Associates Inc.
1250 Fairmont Ave.
Mt. Pleasant, S. C. 29464

RE: Charleston Muni Golf Course Toilet Partitions

Bob,
We propose to furnish and install 4 Toilet Compartments
Phenolic Core. Our price \$5,240.00 includes materials, freight,
installation and sales tax.

Sincerely,
Robert D. Rutherford


Rutherford Company, Inc.

SALES AND SERVICE
ACCESS FLORING
ACCORDION DOORS
CONTRACT FURNITURE
DEMOUNTABLE PARTITIONS
HOLLOW METAL
DOORS & FRAMES
IN PLANT OFFICES
OPEN OFFICE SYSTEMS
OPERABLE WALLS
PROJECTION SCREENS
STEEL LOCKERS
T.V. MOUNTS
TOILET PARTITIONS
TOILET ACCESSORIES
WOOD DOORS

4840 CHATEAU AVENUE
CHARLESTON, SC
PHONE (843) 747-1700
FAX (843) 747-0026

Copeland Framing & Drywall, LLC

966 Hardwood Ln
Summerville SC, 29483

(843)514-7493 Clyde Copeland

Proposal ** Acceptance

This proposal may be withdrawn

If not accepted within 30 days

Submitted To Chambers and Associates		Date 3-1-2016	Date of Plans
Street 1250 Fairmont Ave		Job name Municipal Golf Renovation	
City, State, & Zip Mt. Pleasant S.C. 29465		Job Location	
Phone 843-886-4225	Fax	Project Director Bob Chambers	
WE HERBY SUBMIT SPECIFICATIONS AND ESTIMATES			

We propose the following:

Furnish and install 5/8" FC Sheetrock in back room where paneling is removed.

Finish ready for paint.

Material: \$300.00

Labor: 2 men 20 hrs at \$45.00 per hour: \$1800.00

Expenses: \$550.00

TOTAL COST: \$2650.00 + 13% O.P. = \$2994.50 BACK OFFICE

WOMENS RESTROOM

Furnish and install 1/4" drywall above the ceramic tile to 8' AFF

Finish ready for paint

Labor: 2 men 8 hours at \$45.00 per hour: \$720.00

Material: \$90.00

TOTAL COST: \$810.00 + 13% O.P. = \$915.30 FRONT HOUSE
Wallpaper removed by Chambers and Associates

WE PROPOSE HERBY TO FURNISH MATERIAL AND LABOR COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE SUM OF

Authorized Signature

CPR COMMITTEE and/or COUNCIL AGENDA

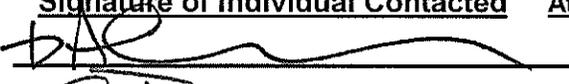
12.)

TO: John J. Tecklenburg, Mayor
FROM: Matt Compton / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: MUNICIPAL GOLF COURSE HVAC REPLACEMENT & CLUB HOUSE RENOVATIONS CHANGE ORDER #3

REQUEST: The approval of Change Order #3 to the Construction Contract with Chambers & Associates, Inc. in the amount of \$8,495.30 for interior demolition, installation of 4" topping slab, interior framing and drywall installation in the back office area related to flood damage. This approval will result in a budget transfer of \$8,495.30 to Chambers & Associates, Inc.'s Construction Contract from the Project Contingency. The contract time will increase by 14 days.

COMMITTEE OF COUNCIL: Ways & Means DATE: April 13, 2016

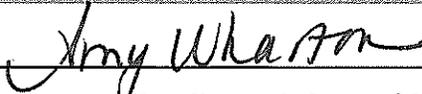
COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

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

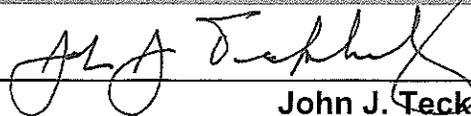
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept/Div PARKS – Capital Projects Acct # 028015-58240
Project Number CP1303 / CP1609
Balance in Account \$8,495.30 Amount needed for this item \$8,495.30

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: This approval will result in an \$8,495.30 increase to Chambers & Associates, Inc. contract from \$282,738.62 to \$291,233.92. The total project budget will increase by 40,000.00. The funding sources for this project are: 2015 Golf Course Fund (\$290,000), 2014 General Fund Reserves (\$22,000), and 2013 General Fund Reserves (\$40,000).

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.

Municipal Golf Course Improvements-HVAC Replacement Club House Renovations

Golf Course Improvements-HVAC Replacement / Club House Renovation

CP1303	DRAFT PROJECT BUDGET	Expenses to DATE	Encumbrances	Remaining Balance	NOTES
DESIGN / ENGINEERING					
Division/Object					
028015-58238	HVAC Engineering & Design & Bidding Serv.	\$ 24,000.00	\$ 18,192.25	\$ 5,807.75	\$ - RMF Engineering - P128268
028015-58238	Engineer Construction Admin. Services	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
028015-58238	Engineer Testing Fees	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
028015-58236	Advertising	\$ 500.00	\$ 461.62	\$ -	\$ 38.38 Pcard
028015-58016	Printing	\$ 300.00	\$ 53.00	\$ -	\$ 247.00 Pcard
TOTAL D/E COSTS		\$ 33,800.00	\$ 18,706.87	\$ 5,807.75	\$ 9,285.38
CONSTRUCTION					
028015-58240	Construction-HVAC System	\$ 244,972.00	\$ -	\$ -	\$ -
	Change Order #1	\$ 6,261.32	\$ -	\$ -	\$ - roof leak repairs, relocation of roof mounted walk-in cooler compressor
	Change Order #2	\$ 31,505.30	\$ -	\$ -	\$ - update finishes in Pro Shop, Snack Bar, Dining Room & Main Restroom
	Change Order #3	\$ 8,495.30	\$ -	\$ -	\$ - back office flood repairs
	Change Order #4	\$ 10,094.99	\$ -	\$ -	\$ - sewer main repairs, trench drain
	Subtotal Construction Contract	\$ 301,328.91	\$ 179,731.25	\$ -	\$ 121,597.66 Chambers and Associates, Inc.
028015-52510	Temporary Pro Shop / Office Trailer	\$ 7,500.00	\$ 6,052.22	\$ -	\$ 1,447.78 ACTON Mobile-P138410
028015-52740	IT Hub Relocation	\$ 2,497.00	\$ 2,497.00	\$ -	\$ - South East Communications-P138717
028015-52044	Plumbing & Electrical Supplies	\$ 1,500.00	\$ 1,028.15	\$ -	\$ 471.85 Pcard
028015-52510	Temporary Storage	\$ 750.00	\$ 540.36	\$ -	\$ 209.64 Pcard
028015-52100	Water Utility Bills	\$ -	\$ -	\$ -	\$ - CWS
028015-52110	Electric Utility Bills	\$ 449.54	\$ 449.54	\$ -	\$ - SCE&G
028015-52206	Temporary Restrooms	\$ 2,500.00	\$ 240.32	\$ -	\$ 2,259.68 Nature's Calling
TOTAL CONSTRUCTION COSTS		\$ 316,525.45	\$ 190,538.84	\$ -	\$ 125,986.61
028015-58240	Contingency	\$ 1,674.55	\$ -	\$ -	\$ 1,674.55
TOTAL PROJECT COSTS		\$ 352,000.00	\$ 209,245.71	\$ 142,754.29	\$ 136,946.54
FUNDING					
<u>YEAR</u>	<u>SOURCE</u>	<u>BUDGET</u>	<u>Revenues to Date</u>	<u>NOTES</u>	
2015	Golf Course Fund	\$ 290,000.00	\$ 290,000.00		
2014	General Fund Reserves	\$ 22,000.00	\$ -		
2013	General Fund Reserves	\$ 40,000.00	\$ -		
TOTAL FUNDING		\$ 352,000.00	\$ 290,000.00		
PROJECT SUMMARY					
TOTAL PROJECT FUNDING		\$ 352,000.00			
TOTAL PROJECT COST		\$ 352,000.00			
PROJECT SUMMARY		\$ -			

**City of Charleston
Construction Change Order**

PROJECT: CP-1303/1609 MUNICIPAL GOLF COURSE HVAC REPLACEMENT
(NUMBER) (NAME)

CONTRACTOR: CHAMBERS & ASSOCIATES, INC. **CHANGE ORDER NO.:** 03

1. Description of the Change Order:
 (Reference any attachments by name and date)

Additional project scope related to flood repairs in back office area. Work includes interior demolition, installation of 4" topping slab, interior framing and drywall installation. Scope of work does not include painting or floor finishes.

See attached CHANGE DIRECTIVE No. 03 for details.

Contract is being extended 14 days for this work only - front of house improvements complete by 4/01/2016.

2. Adjustments to the Contract Amount:

Original Contract Amount	\$	<u>244,972.00</u>
Change by Previously Approved Change Orders	\$	<u>37,766.62</u>
Contract Amount prior to this Change Order	\$	<u>282,738.62</u>
Amount of this Change Order	\$	<u>8,495.30</u>
New Contract Amount, including this Change Order	\$	<u>291,233.92</u>

3. Adjustments in Contract Time:

Original Date for Substantial Completion.....	<u>3/04/2016</u>
Change in Days by Previously Approved Change Orders	<u>28</u> Days
Change in Days for this Change Order	<u>14</u> Days
New Date for Substantial Completion	<u>4/15/2016</u>

4. Amount of this Change Order performed by MBE..... \$ 0

RMF Engineering, Inc.
Architect/ Engineer

Chambers & Associates, Inc.
Contractor

City of Charleston
Owner

194 Seven Farms Dr., Ste. G
Charleston, SC 29492
Address

1250 Fairmont Avenue
Mt. Pleasant, SC 29464
Address

823 Meeting St
Charleston, SC 28403
Address


Signature


Signature

Signature

By: Seth P. Spangler, PE

By: Robert B. Chambers

By: John J. Tecklenburg

Date: 3/24/16

Date: 03/22/16

Date: _____

**City of Charleston
Construction Change Directive**

PROJECT: CP-1303/1609 MUNICIPAL GOLF COURSE HVAC REPLACEMENT
(NUMBER) (NAME)

CONTRACTOR: CHAMBERS & ASSOCIATES, INC. **CHANGE DIRECTIVE NO.:** 03

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)

Additional project scope related to flood repairs and upgrades in the back office area. See attached drawings and subcontractor quotes.

- Interior demolition of flood damaged walls and wall finishes as required.
\$ 1,053.00 including 17% O&P
- Installation of 4" concrete topping slab in hallway and office area. Trowel finish suitable for staining.
\$ 3,463.20 including 17% O&P
- Reframe wall between finish area and storage area
\$ 725.40 including 17% O&P
- Repair existing framing at exterior door (old garage door)
\$ 259.20 including 17% O&P
- Installation / finishing of drywall as required.
\$ 2,994.50 including 13% O&P

Scope of work DOES NOT include painting walls or floor finishes.

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: \$ 8,495.30
 Unit Price of: \$ _____ per _____
 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 14 calendar days
 decrease by _____ calendar days

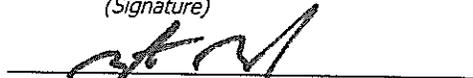
Signature by the Contractor indicates the Contractor's agreement with the proposed basis of adjustment in the Contract Sum and Time set forth in this Construction Change Directive.

Dustin Clemens, Director of Capital Projects


(Signature)

3/16/16
(Date)

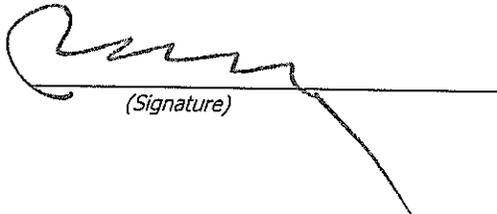
Seth P. Spangler, PE, RMF Engineering, Inc.
(Print or Type Name of A/E)


(Signature)

3/24/16
(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.

Robert B. Chambers, Chambers & Assoc., Inc.
(Name of Contractor)


(Signature)

03/22/16
(Date)

3/1/2016 - UPDATED
 AS PER Drawings Provided:

City of Charleston Municipal Golf Course: Extras

Category	Specifics	Cost	O and P		Total
			%	Amount	
Installation of Slab: 4" as per drawing		\$2,960	17.00%	\$503	3,463.20
Reframe Wall @ Storage/Finish Area		\$620	17.00%	\$105	725.40
Install French Drain		\$3,188	13.00%	\$413	3,593.40
Demo Existing Slab @ entry to back Office Area		\$435	17.00%	\$74	508.95
Adjust exterior GRADE for positive drainage		\$425	13.00%	\$55	480.25
Cut 6" bottom of door to Old Mech.Room and install 6" concrete curb	See Separate Sheet				
Plug floor drain-Mech.Room	See Separate Sheet				
BACK OFFICE MODIFICATIONS:					
Remove wall paneling& interior walls	Demo	\$900	17.00%	\$153	1,053.00
New interior framing: Not incl. floor finish	Drywall - walls includes Ladies RR		13.00%	\$0	2,994.50
Plumbing:	See Separate Sheet				
Replace existing sanitary drain line and install from previous pump station 2" line to connect					
Concrete floor patching		\$0	17.00%	\$0	0.00
Electrical:					
Extras required for back room area	Minor Work to adjust	\$0	13.00%	\$0	0.00
Lighting - new fixtures	See Separate Sheet				
Flooring:					
Carpet: Carpet Tile - Dining Room & Pro Shop	151	\$4,412	13.00%	\$574	4,985.46
VCT: Snack Bar	250 Sq.FT.	\$956	13.00%	\$124	1,080.79
Janitorial Service - clean and seal		\$225	13.00%	\$29	254.25
Clean Existing Floors: Bathrooms		\$325	17.00%	\$55	380.25
Painting:					
Dining - Walls - Clean&Prep - One Color	1325 Sq.FT.	\$6,850	13.00%	\$891	7,740.50
Dining - Trim (same color as walls)	710 L.F.				
Tile in Bathroom		incl. excluded			
Paint Snack Bar walls - Saniglaze Per spec.		\$475	13.00%	\$62	536.75
Cabinets:					
Dining: Protect exterior finish - clean		\$215	17.00%	\$37	251.55
Pro Shop - Protect exterior finish - clean		\$215	17.00%	\$37	251.55
Bathrooms - includes culture marble tops	2 new	\$4,000	13.00%	\$520	4,520.00
Doors:					
Remove-Sand-apply finish	3	\$750	13.00%	\$98	847.50
Replace door	1 new	\$780	13.00%	\$101	881.40
Countertops:					
Dining - Laminate tops	Wilsonart Colors and material	\$2,600	13.00%	\$338	2,938.00
Pro Shop - Laminate tops - Top & lower Counter		excluded			
Partitions:					
Two Bathrooms 4 stalls		\$5,240	13.00%	\$681	5,921.20
Project Contingency:					
Repair Roof Leaks			13.00%		2,008.00
Relocate Existing Cooler Compressor			13.00%		2,106.32
Repairs storage shelving-bottom shelf			17.00%		485.00
Box out ductwork; install drywall at bar dining			13.00%		961.98
Final Total					48,989.12

CD#03 \$8,236.10

1/2

[Signature] 03/09/16

Category	Specifics	Cost	O and P		Total
			%	Amount	
Different Pot of Funds					
Electrical:					
New Fixtures:					
Pro Shop, Snack Bar, Dining Room, Restrooms					
13.00%					
30					
2,147.00					
0.00					
Plumbing:					
Replace existing sanitary drain line and install from previous pump station 2" line to connect					
Concrete floor patching					
incl. incl.					
\$2,728					
13.00%					
\$355					
3,082.64					
\$600					
17.00%					
\$102					
702.00					
Mechanical Room:					
Cut 6" bottom of door to Old Mech. Room and install 6" concrete curb					
Plug floor drain-Mech. Room					
\$730					
13.00%					
\$95					
824.90					
\$235					
17.00%					
\$40					
274.95					
\$125					
17.00%					
\$21					
146.25					
Bathrooms:					
Remove wallpaper Ladies Rm. Install drywall 1/4"					
Miscellaneous:					
Repair existing framing exterior wall					
13.00%					
915.30					
17.00%					
259.20					
Final Total					8,352.24

CD#03 \$ 259.20
2/2

CD#03 \$ 8,495.20

222 03/09/16

BACK OFFICE MODIFICATIONS

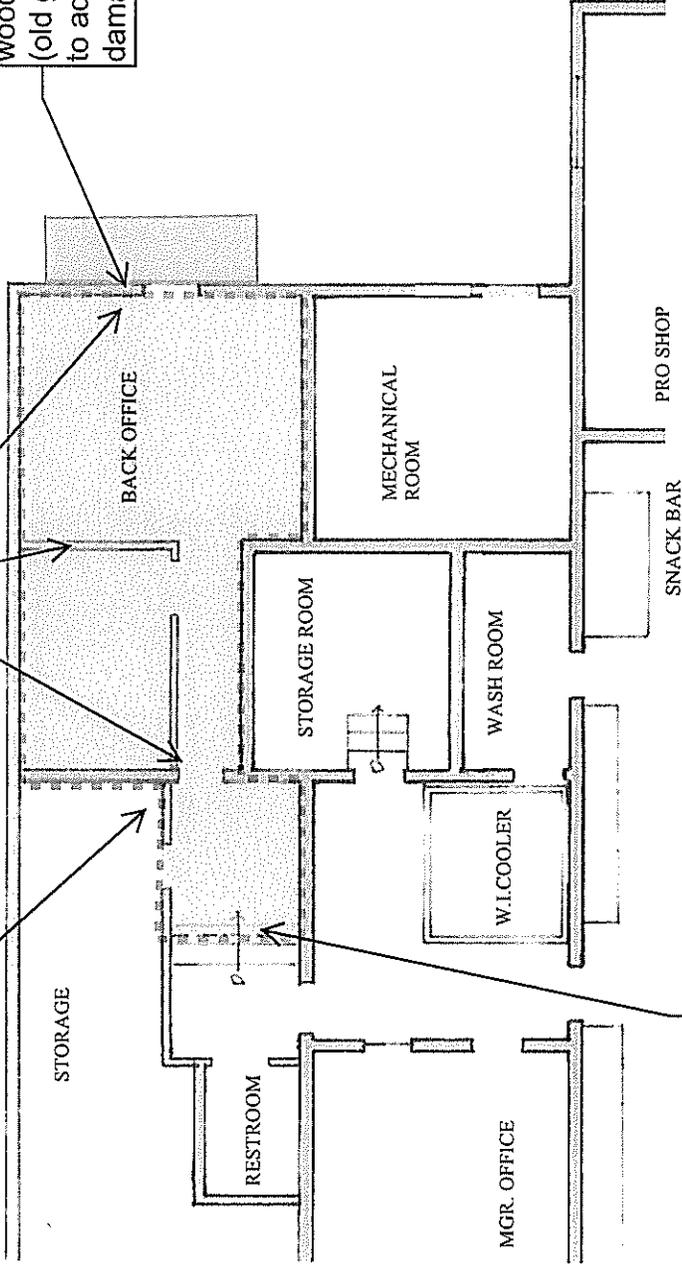
1. Remove all wall paneling in highlighted area. Remove interior office wall framing completely. Protect IT, alarm and electrical connections.
2. Install and finish new drywall.
3. No finishes on walls or floors.

Re-frame wall between storage and finished spaces as needed.

Demolition as required.

Repair existing wood-framed infill (old garage door) to address water damage.

Install slab lift to height of bottom stair tread (approx 4"). Remove bottom tread prior to installation.



CHANGE DIRECTIVE No. 3 (CP-1609)
Add'l scope related to flood damage & upgrades in Back Office portion of project. NTS

CPR COMMITTEE and/or COUNCIL AGENDA

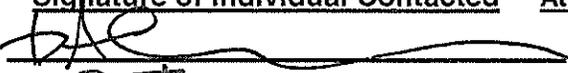
13.)

TO: John J. Tecklenburg, Mayor
FROM: Matt Compton / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: MUNICIPAL GOLF COURSE HVAC REPLACEMENT & CLUB HOUSE RENOVATIONS CHANGE ORDER #4

REQUEST: The approval of Change Order #4 to the Construction Contract with Chambers & Associates, Inc. in the amount of \$10,094.99 for flood related repairs including sewer main repairs, installation of an exterior French drain system to reduce water intrusion, modifications to the Mechanical Room access to reduce water intrusion, and additional finish work in the front of the house area. This approval will result in a budget transfer of \$10,094.99 to Chambers & Associates, Inc.'s Construction Contract from the Project Contingency. The contract time will remains unchanged.

COMMITTEE OF COUNCIL: Ways & Means DATE: April 13, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Capital Projects Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
CPR Committee Chair	<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 # 028015-58240

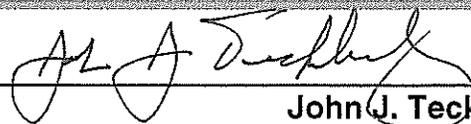
Project Number CP1303

Balance in Account \$10,094.99 Amount needed for this item \$10,094.99

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: This approval will result in a \$10,094.99 increase to Chambers & Associates, Inc. contract from \$291,233.92 to \$301,328.91. The total project budget will increase by 40,000.00. The funding sources for this project are: 2015 Golf Course Fund (\$290,000), 2014 General Fund Reserves (\$22,000), and 2013 General Fund Reserves (\$40,000).

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.

Municipal Golf Course Improvements-HVAC Replacement Club House Renovations

Golf Course Improvements-HVAC Replacement / Club House Renovation

CP1303	DRAFT PROJECT BUDGET	Expenses to DATE	Encumbrances	Remaining Balance	NOTES
DESIGN / ENGINEERING					
Division/Object					
028015-58238	HVAC Engineering & Design & Bidding Serv.	\$ 24,000.00	\$ 18,192.25	\$ 5,807.75	\$ - RMF Engineering - P128268
028015-58238	Engineer Construction Admin. Services	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
028015-58238	Engineer Testing Fees	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
028015-58236	Advertising	\$ 500.00	\$ 461.62	\$ -	\$ 38.38 Pcard
028015-58016	Printing	\$ 300.00	\$ 53.00	\$ -	\$ 247.00 Pcard
TOTAL D/E COSTS		\$ 33,800.00	\$ 18,706.87	\$ 5,807.75	\$ 9,285.38
CONSTRUCTION					
028015-58240	Construction-HVAC System	\$ 244,972.00	\$ -	\$ -	\$ -
	Change Order #1	\$ 6,261.32	\$ -	\$ -	\$ - roof leak repairs, relocation of roof mounted walk-in cooler compressor
	Change Order #2	\$ 31,505.30	\$ -	\$ -	\$ - update finishes in Pro Shop, Snack Bar, Dining Room & Main Restroom
	Change Order #3	\$ 8,495.30	\$ -	\$ -	\$ - back office flood repairs
	Change Order #4	\$ 10,094.99	\$ -	\$ -	\$ - sewer main repairs, french drain
	Subtotal Construction Contract	\$ 301,328.91	\$ 179,731.25	\$ -	\$ 121,597.66 Chambers and Associates, Inc.
028015-52510	Temporary Pro Shop / Office Trailer	\$ 7,500.00	\$ 6,052.22	\$ -	\$ 1,447.78 ACTON Mobile-P138410
028015-52740	IT Hub Relocation	\$ 2,497.00	\$ 2,497.00	\$ -	\$ - South East Communications-P138717
028015-52044	Plumbing & Electrical Supplies	\$ 1,500.00	\$ 1,028.15	\$ -	\$ 471.85 Pcard
028015-52510	Temporary Storage	\$ 750.00	\$ 540.36	\$ -	\$ 209.64 Pcard
028015-52100	Water Utility Bills	\$ -	\$ -	\$ -	\$ - CWS
028015-52110	Electric Utility Bills	\$ 449.54	\$ 449.54	\$ -	\$ - SCE&G
028015-52206	Temporary Restrooms	\$ 2,500.00	\$ 240.32	\$ -	\$ 2,259.68 Nature's Calling
TOTAL CONSTRUCTION COSTS		\$ 316,525.45	\$ 190,538.84	\$ -	\$ 125,986.61
028015-58240	Contingency	\$ 1,674.55	\$ -	\$ -	\$ 1,674.55
TOTAL PROJECT COSTS		\$ 352,000.00	\$ 209,245.71	\$ 142,754.29	\$ 136,946.54
FUNDING					
YEAR	SOURCE	BUDGET	Revenues to Date		
2015	Golf Course Fund	\$ 290,000.00	\$ 290,000.00		
2014	General Fund Reserves	\$ 22,000.00	\$ -		
2013	General Fund Reserves	\$ 40,000.00	\$ -		
TOTAL FUNDING		\$ 352,000.00	\$ 290,000.00		
PROJECT SUMMARY					
TOTAL PROJECT FUNDING		\$ 352,000.00			
TOTAL PROJECT COST		\$ 352,000.00			
PROJECT SUMMARY		\$ -			

**City of Charleston
Construction Change Order**

PROJECT: CP-1303 MUNICIPAL GOLF COURSE HVAC REPLACEMENT
(NUMBER) (NAME)

CONTRACTOR: CHAMBERS & ASSOCIATES, INC. **CHANGE ORDER NO.:** 04

1. Description of the Change Order:
 (Reference any attachments by name and date)

Additional project scope related to flood repairs and upgrades in the back office area. Work includes sewer main repairs, installation of an exterior French Drain system to reduce water intrusion, modifications to the Mechanical Room access to reduce water intrusion, and additional finish work in front of house area.

See attached CHANGE DIRECTIVE No. 04 for details.

2. Adjustments to the Contract Amount:

Original Contract Amount	\$	<u>244,972.00</u>
Change by Previously Approved Change Orders	\$	<u>37,766.62</u>
Contract Amount prior to this Change Order	\$	<u>291,233.92</u>
Amount of this Change Order	\$	<u>10,094.99</u>
New Contract Amount, including this Change Order	\$	<u>301,328.91</u>

3. Adjustments in Contract Time:

Original Date for Substantial Completion	<u>3/04/2016</u>
Change in Days by Previously Approved Change Orders	<u>42</u> Days
Change in Days for this Change Order	<u>0</u> Days
New Date for Substantial Completion	<u>4/15/2016</u>

4. Amount of this Change Order performed by MBE..... \$ 0

RMF Engineering, Inc.
Architect/ Engineer

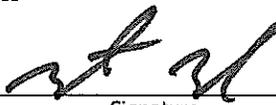
Chambers & Associates, Inc.
Contractor

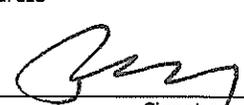
City of Charleston
Owner

194 Seven Farms Dr., Ste. G
Charleston, SC 29492
Address

1250 Fairmont Avenue
Mt. Pleasant, SC 29464
Address

823 Meeting St
Charleston, SC 28403
Address


Signature


Signature

Signature

By: Seth P. Spangler, PE

By: Robert B. Chambers

By: John J. Tecklenburg

Date: 3/24/16

Date: 03/22/16

Date: _____

**City of Charleston
Construction Change Directive**

PROJECT: CP-1303 MUNICIPAL GOLF COURSE HVAC REPLACEMENT
(NUMBER) (NAME)

CONTRACTOR: CHAMBERS & ASSOCIATES, INC. **CHANGE DIRECTIVE NO.:** 04

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)

Additional project scope related to flood repairs and upgrades in the back office area. See attached drawings and subcontractor quotes.

- Replace existing failing sewer main and tie in ice maker drain to eliminate exposed sump pump. Includes concrete demolition and removal of existing equipment.

\$ 3,082.64 including 13% O&P

- Concrete floor patching.

\$ 702.00 including 17% O&P

- Demolish existing exterior slab at rear entry to allow for new French drain installation

\$ 508.95 including 17% O&P

- Install 100 LF of French drain along building foundation with sump pump discharge to parking lot. Includes all materials and labor. Excess soil to be disposed of on-site by Muni staff.

\$ 3,593.40 including 13% O&P

- Install 6" curb at Mech. Rm. entry to stop water flow. Plug floor drain in Mech. Rm. to prevent water intrusion.

\$ 421.20 including 17% O&P

- Modify existing louvered door at Mechanical Room.

\$ 824.90 including 13% O&P

- Box out & finish around ductwork and refrigerant lines between back hall and storage area (above ice maker). Fur out wall at east end of Snack Bar, install and finish drywall (ready for paint) to satisfy DHEC requirement.

\$ 961.90 including 13% O&P [THIS TASK TO BE COMPLETED PRIOR TO 4/01/15]

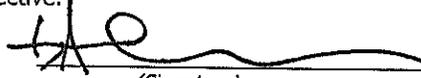
PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: an increase a decrease
 to be determined unchanged
- Not-to-Exceed: \$ _____
 Lump Sum: \$ 10,094.99
 Unit Price of: \$ _____ per _____
 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 _____ calendar days
 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)

3/16/16
(Date)

Seth P. Spangler, PE, RMF Engineering, Inc.
(Print or Type Name of A/E)


(Signature)

3/24/16
(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.

Robert B. Chambers, Chambers & Assoc., Inc.
(Name of Contractor)


(Signature)

03/22/16
(Date)

3/1/2016 - UPDATED
AS PER Drawings Provided:

City of Charleston Municipal Golf Course: Extras

Category	Specifics	Cost	O and P		Total
			%	Amount	
Installation of Slab: 4" as per drawing		\$2,960	17.00%	\$503	3,463.20
Reframe Wall @ Storage/Finish Area		\$620	17.00%	\$105	725.40
Install French Drain		\$3,180	13.00%	\$413	3,593.40
Demo Existing Slab @ entry to back Office Area		\$435	17.00%	\$74	508.95
Adjust exterior GRADE for positive drainage		\$425	13.00%	\$55	480.25
Cut 6" bottom of door to Old Mech. Room and install 6" concrete curb	See Separate Sheet				
Plug floor drain-Mech. Room	See Separate Sheet				
BACK OFFICE MODIFICATIONS:					
Remove wall paneling & interior walls	Demo	\$900	17.00%	\$153	1,053.00
New interior framing- Not incl. floor finish	Drywall- walls includes Ladies RR		13.00%	\$0	2,994.50
Plumbing:	See Separate Sheet				
Replace existing sanitary drain line and install from previous pump station 2" line to connect					
Concrete floor patching		\$0	17.00%	\$0	0.00
Electrical:					
Extras required for back room area	Minor Work to adjust	\$0	13.00%	\$0	0.00
Lighting- new fixtures	See Separate Sheet				
Flooring:					
Carpet: Carpet Tile- Dining Room & Pro Shop	151	\$4,412	13.00%	\$574	4,985.40
VCT: Snack Bar	250 Sq. FT.	\$956	13.00%	\$124	1,080.79
Janitorial Service- clean and seal		\$225	13.00%	\$29	254.25
Clean Existing Floors: Bathrooms		\$325	17.00%	\$55	380.25
Painting:					
Dining- Walls- Clean & Prep- One Color	1325 Sq. FT.	\$6,850	13.00%	\$891	7,740.50
Dining- Trim (same color as walls)	710 L.F.				
Tile in Bathroom					
Paint Snack Bar walls- Saniglaze Per spec.		\$475	13.00%	\$62	536.75
Cabinets:					
Dining- Protect exterior finish- clean		\$215	17.00%	\$37	251.55
Pro Shop- Protect exterior finish- clean		\$215	17.00%	\$37	251.55
Bathrooms- includes culture marble tops	2 new	\$4,000	13.00%	\$520	4,520.00
Doors:					
Remove Sand apply finish	3	\$750	13.00%	\$98	847.50
Replace door	1 new	\$780	13.00%	\$101	881.40
Countertops:					
Dining- Laminate tops	Wilsonart Colors and material	\$2,600	13.00%	\$338	2,938.00
Pro Shop- Laminate tops- Top & lower Counter					
Partitions:					
Two Bathrooms 4 stalls		\$5,240	13.00%	\$681	5,921.20
Project Contingency:					
Repair Roof Leaks			13.00%		2,008.00
Relocate Existing Cooler Compressor			13.00%		2,106.32
Repairs storage shelving bottom shelf			17.00%		425.00
Box out ductwork; install drywall at bar dining			13.00%		961.90
Final Total					48,909.12

C.D.#04 5,064.25
1/2

[Signature] 03/09/16

Category Different Pot of Funds	Specifics	Cost	O and P		Total
			%	Amount	
Electrical: New Fixtures:			13.00%	\$0	2,147.00
Pre-Shop, Snack Bar, Dining Room, Restrooms					0.00
Plumbing: Replace existing sanitary drain line and install from previous pump station 2" line to connect Concrete floor patching		\$2,728	13.00%	\$355	3,082.64
	incl. incl.	\$600	17.00%	\$102	702.00
Mechanical Room: Cut 6" bottom of door to Old Mech.Room and install 6" concrete curb Plug floor drain-Mech.Room		\$730	13.00%	\$95	824.90
		\$235	17.00%	\$40	274.95
		\$125	17.00%	\$21	146.25
Bathrooms: Remove wallpaper Ladies Rm. Install drywall 1/4"			13.00%		915.30
Miscellaneous: Repair existing framing exterior wall			17.00%		259.30
Final Total					8,352.24

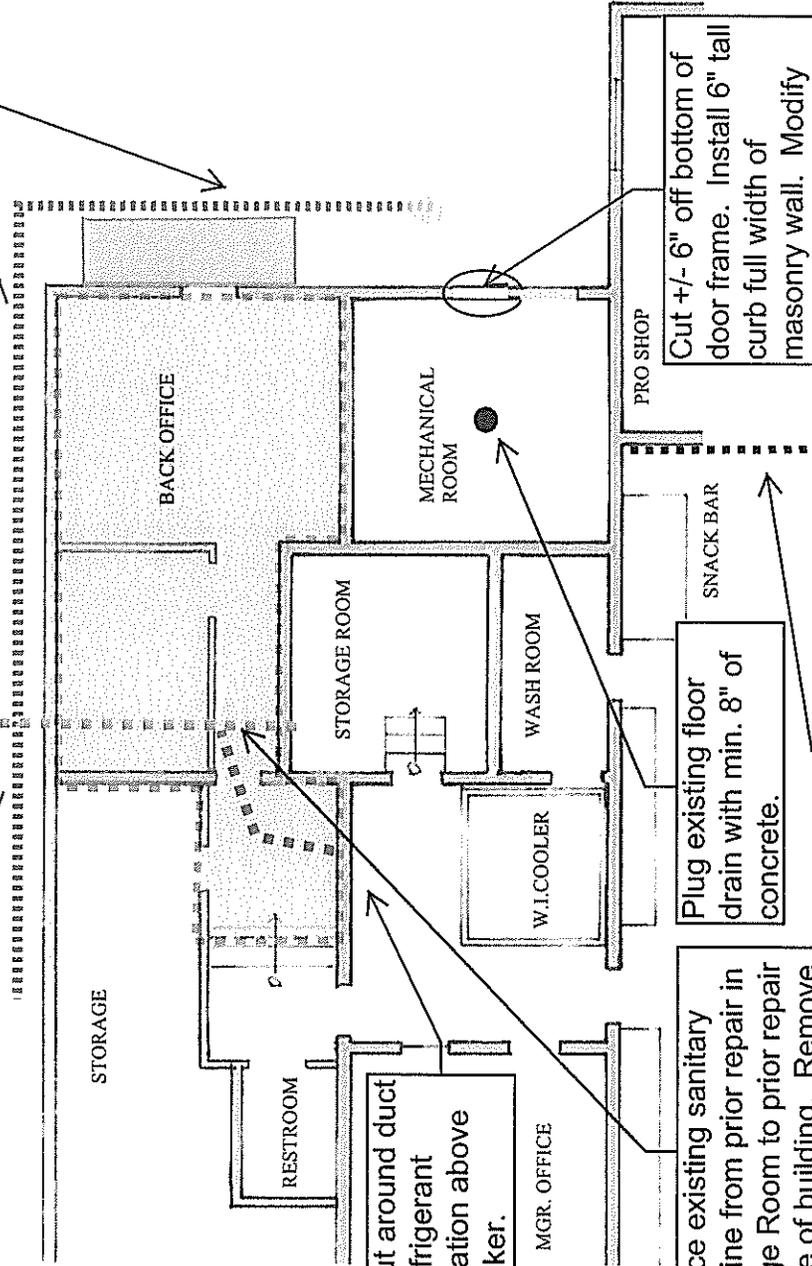
CD#04 \$5,030.74
2/2

CD#04 TOTAL \$10,094.99

[Signature] 03/09/16

Remove existing slab as required.

Install french drain outside of footing. Approx 100 LF, 18" wide gravel, 4" perf pipe installed below top of existing slab. Slope to sump pump, location TBD (discharge to parking lot). Install bituminous membrane over wall face from bottom of trench to 6" above new floor elevation.



Box out around duct and refrigerant penetration above ice maker.

Replace existing sanitary drain line from prior repair in Storage Room to prior repair outside of building. Remove pump station for ice maker drain completely and install new 2" drain line per code. Patch floor as required.

Plug existing floor drain with min. 8" of concrete.

Cover existing irregular wall at end of Snack Bar with new drywall. Prep for painting.

Cut +/- 6" off bottom of door frame. Install 6" tall curb full width of masonry wall. Modify door as needed to hang within opening.

CHANGE DIRECTIVE No. 4
Add'l scope related to flood repairs & upgrades in Back Office portion of project. NTS

COMMITTEE / COUNCIL AGENDA

14)

TO: John J. Tecklenburg, Mayor
FROM: Mason Ackerman DEPT. Public Service
SUBJECT: 41-51 GEORGE STREET BRICK ARCH REPAIR
REQUEST: Approval for Palmetto Gunite Construction Co., Inc. to provide professional construction services for the repair of the City's brick arch stormdrain system.

COMMITTEE OF COUNCIL: Ways and Means -GPR DATE: April 12, 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>Alexander H. Andrews</u>	<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
Dir. Dept. of Public Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Laura D. [Signature]</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: 050345 Account #: 52240

Balance in Account \$90,250.00 Amount needed for this item \$90,250.00

NEED: Emergency Repair

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.

3. The Owner may authorize changes to the Scope of Work. If Owners authorizes changes to the Scope of Work, such changes shall be incorporated into the Scope of Work and made by issuing either a Change 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 safely 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 30% of the total cost of this project.
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. 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 with the specific basis regarding such noncompliance. The Owner then reserves the right to terminate this Contract by written notice to the Contractor within thirty (30) days. 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: Palmetto Gunitite Construction Co., Inc.

BY: _____
 John J. Tecklenburg
 Mayor

BY: _____
(Signature of Contractor Representative)

W. L. SNOW
(Print or Type Name of Contractor Representative)

ITS: P286108NT



Reply To:
PO Box 388
Ravenel, SC 29470-0388
Phone: 800-476-3758

PROPOSAL

Date: March 14, 2016

Attn: Mason Ackerman
City of Charleston
Department of Public Service
2 George Street Suite 2100
Charleston, SC 29401

Subject: Emergency Arch Repair 41 – 51 George Street

Gentlemen:

We are pleased to submit our proposal for the rehabilitation of the existing brick arch as required including the furnishing of all material, equipment, labor and supervision, as required to accomplish the work as follows:

Scope of Work:

We will:

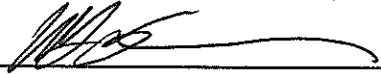
- 1) Install a new manhole at 51 George Street and fill the excavation with floable fill to the correct elevation;
- 2) Line the existing manhole at 41 George Street with reinforced shotcrete;
- 3) Clean the existing brick arch of all silt and debris and line with reinforced shotcrete from manhole at 41 George Street to manhole at 51 George Street, approximately 125 LF;
- 4) Adjust manhole ring and covers to the correct street elevation;
- 5) Place 2" of asphalt pavement around any excavated area to match the existing asphalt grade elevation.

Unless otherwise in part provided for in the above, this proposal is also subject to the conditions noted on the reverse side.

Accepted : _____

Palmetto Gunite Construction Co., Inc.

Date: _____

By:  _____

By: _____

Approved: _____



Reply To:
PO Box 388
Ravenel, SC 29470-0388
Phone: 800-476-3758

Payment:

Payment shall be as follows:

• Arch Repair & New Manhole Installation at 51 George St.	\$ 24,500.00
• Line Existing Manhole with Reinforced Shotcrete (41 George St.)	\$ 15,000.00
• Clean Archway & Line with Reinforced Shotcrete	<u>\$ 50,750.00</u>
TOTAL:	\$ 90,250.00

Basis of Proposal:

- 1) We shall provide the following:
 - A) All necessary traffic control;
 - B) Repairs as described above;
 - C) All work shall be in strict accordance with the City of Charleston "Brick Arch Repair Detail".
- 2) We shall be provided the following at no cost to us:
 - A) All necessary local, state or SCDOT permits required for this work;
 - B) All notices as required to the city departments i.e. Police, Fire.
- 3) All Shotcrete shall be installed in accordance with ACI 506.2, "Specifications for Materials, Proportioning and Application of Shotcrete".
- 4) Any subsequent agreement resulting from this proposal shall be written on an AIA 401 Subcontract Form, 1997 Edition, with language acceptable to this contractor with our proposal attached or a contract or an approved Purchase Order that is suitable to us, with our proposal attached.
- 5) Payment shall be made within 10 days of date of invoice. If payment is not received as stipulated and cost is incurred in relation to the collection of said funds, the recipient of this proposal agrees to pay all collection costs, including attorney's fees and interest at current rates. **No retainage will be held.**

Unless otherwise in part provided for in the above, this proposal is also subject to the conditions noted on the reverse side.

Accepted : _____

Palmetto Gunite Construction Co., Inc.

Date: _____

By: _____

By: _____

Approved: _____



Reply To:
PO Box 388
Ravenel, SC 29470-0388
Phone: 800-476-3758

- 6) We have not included a Bond Premium in our quotation. If a bond is required we can provide one, adding 2.5% to our quoted price.
- 7) If you have any questions concerning this Proposal, please contact Tommy Hendricks or Bill Snow at 800-476-3758.

Insurance:

It is understood and agreed that we will furnish workman's compensation, public liability, and property damage insurance and pay social security on all employees on our payroll to comply with Federal and State laws.

Respectfully Submitted

Unless otherwise in part provided for in the above, this proposal is also subject to the conditions noted on the reverse side.

Accepted : _____

Palmetto Gunite Construction Co., Inc.

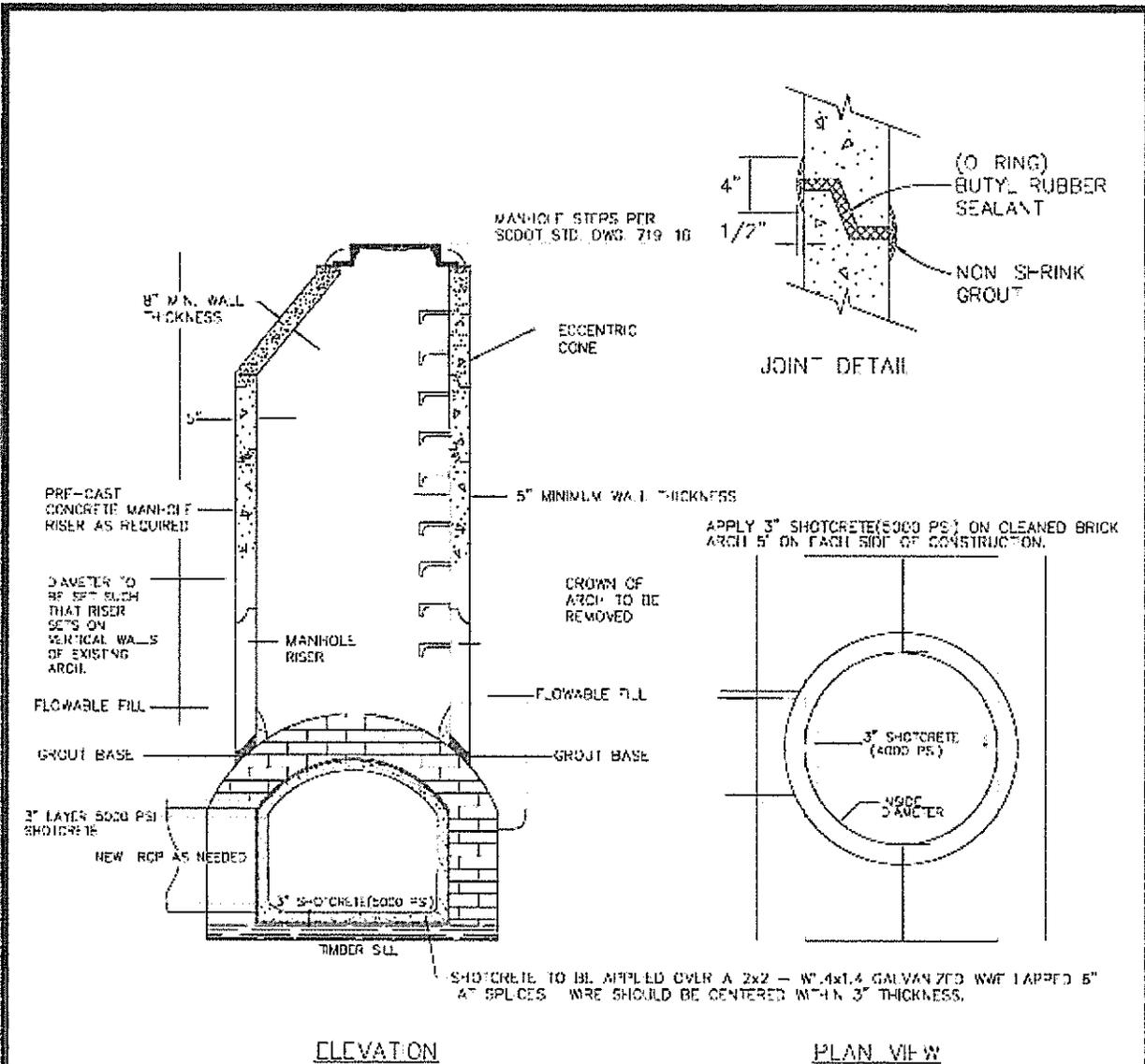
Date: _____

By: _____ 

By: _____

Approved: _____

Exhibit A



- NOTE:
- 1) BRICK ARCH SHALL BE CLEANED AND ALL SEDIMENT AND/OR DEBRIS TO BE REMOVED PRIOR TO SHOTCRETE APPLICATION
 - 2) WELDED WIRE FABRIC SHALL BE ANCHORED TO BRICK ARCH

STANDARD BRICK ARCH REPAIR DETAIL

Department of Public Service
 ENGINEERING DIVISION
 CITY OF CHARLESTON, SOUTH CAROLINA
 75 CALHOUN ST. CHARLESTON, SC 29401-3508

DRAWN BY: JAM	APPROVED BY: MC	SCALE: N.T.S.
DATE: 10/12/04	DETAIL No.	
REVISED DATE:	SHEET No. 1 of 1	



15.)

City of Charleston

JOHN J. TECKLENBURG
MAYOR

MEMORANDUM

TO: Members of City Council
FROM: Mayor John J. Tecklenburg
DATE: March 23, 2016
RE: Firefighter Pay Settlement

For your information, the United States District Court has approved the settlement agreement in the Firefighter Pay litigation whereby, in return for the payment of \$815,000, all claims, including those for attorneys' fees and costs, will be dismissed. Given the potential exposure posed, the settlement is a fair and reasonable resolution of the case and avoids a costly appeal.

As you have been advised, I will be requesting your approval to pay the current firefighters who did not join the lawsuit, but who worked under the same conditions as those who did, on a basis whereby they will be compensated to the same extent as those covered by the settlement agreement. This payment will total around \$200,000. This payment, as well as that covered by the settlement, will be covered by the 2015 savings in health care.

I believe that both of these developments are good ones for the firefighters and the Department as a whole.

Please let me know if you have any questions.

JJT/dm

cc: Chief Karen Brack