Gaillard Center
95 Calhoun Street
Ballroom 3
July 19, 2016
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Waring

2. Approval of Minutes:

   a.) June 21, 2016

3. Bids and Purchases

4. Police Department: Approval to accept the 2016 Justice Assistance Grant (JAG) from the SC Department of Public Safety in the amount of $68,709 to continue funding for the Domestic Violence Investigator, travel, training and supplies. A City match is required in the amount of $7,635.

5. Police Department: Approval to submit the COPS Hiring grant application in the amount of $1,250,000 for the City of Charleston Police Department for the hiring of 10 Police Officers (4 – West Ashley, 4 – Johns Island, and 2 – Community Outreach). A City match is required for three-year grant period is 35.39%: Year 1 (25%), Year 2 (35%), and Year 3 (40%).

6. Housing and Community Development: Mayor and City Council approval is requested for an Arbor Day Foundation Grant in the amount of $6,000 for the purchase of a minimum of thirty (30) trees to be planted in the Maryville/Ashleyville Community. The award is made possible through a collaboration between TD Bank and the Arbor Day Foundation. The project will be implemented in concert with the Maryville/Ashleyville neighborhood association, volunteers, the Urban Forestry Division and the Department of Housing and Community Development of the City of Charleston. The North Central Community was named as an alternate site in the grant application should we find that all 30 trees cannot be planted in the Maryville/Ashleyville community. The recognition ceremony for the commencement of tree planting is scheduled to occur October 12, 2016. No match is required for this grant award.

7. Planning, Preservation and Sustainability: Approval to accept the 2016 SC DHEC Food Recovery Grant in the amount of $7,500 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. Office of Cultural Affairs: Approval to accept The Joanna Foundation grant in the amount of $2,000 for 2016 MOJA Arts Festival Educational Outreach Program. No City match

is required.

9. Parks-Capital Projects: Approval of Change Order #1 to the Construction Contract with Belfor Property Restoration in the amount of $10,909 for infill of a flow hole with new framing in preparation for VCT ($275), installation of sheetrock soffit for existing according door ($1,985), running IT drop from overhead through CMU in lieu of surface mounted ($750) and installing carpet tile throughout ($7,899). This approval will result in a budget transfer of $10,909 to the Belfor Property Restoration Construction Contract from the Project Contingency ($8,119.11) and the Police Department ($2,789.89). The contract time remains unchanged. The total project budget will increase by $2,789.89. The Change Order will increase the Construction Contract with Belfor Property Restoration in the amount of $10,909 from $143,750 to $154,659. The funding sources for this project are: Federal Seized and Forfeited Funds ($58,150) and savings in fuel and salaries achieved by the Police Department in 2014 and 2015 ($167,089). With approval of this Change Order, Council is approving the transfer within the budget from 200000-52054 in the amount of $2,789.89 in the General Fund to the project.

10. Traffic and Transportation: Approval of a Resolution between the South Carolina Department of Transportation, Charleston County, and the City of Charleston for improvements to Maybank Highway from Paul Gelegotis Bridge to River Road.

11. Traffic and Transportation: An ordinance authorizing the Mayor to execute on behalf of the City of Charleston Franchise Agreements with Mark Ryerson, Low Country Vendors, Chun Hong Chan, Kyle Phillips, Antelmo Vargas, Kevin Schell, Jack Byrne and Sassyass Coffee for certain designated spaces within the City of Charleston from which food or drink or reading material sold in conjunction with the sale of food or drink may be sold from stationary carts or other devices.

12. An ordinance providing for the issuance and sale of Waterworks and Sewer System Refunding Revenue Bonds of the City of Charleston in one or more series in the aggregate principal amount of not exceeding $50,000,000 and other matters relating thereto. (Series Ordinance)

13. Resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its Economic Development Revenue Bonds (the Citadel Real Estate Foundation project), pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding $17,500,000. *(Refer to City Council Agenda Public Hearing Item E-1)*

14. Budget Finance and Revenue Collections: Request approval of an additional $150,000 contribution to Gaillard Management Corporation from the 2016 Hospitality Fee Fund. This will be included in a future 2016 Hospitality Fee Fund budget amendment.

15. The Committee on Real Estate: (Meeting was held July 19, 2016 at 3:30 p.m., Gaillard Center, 95 Calhoun Street)

    a. Authorize the Mayor to execute the Amended and Restated Transfer & Development

Agreement, previously referred to as Transfer & Development Agreement I, including Exhibits B & D, the Affordable Rental Housing Restrictive Covenant Agreement and the Development Agreement between the City of Charleston, as Owner and the Housing Authority of the City of Charleston as Developer. The Agreements set forth the expectation of the parties regarding the conveyance and development of the parcels or tracts of land (or portion thereof) for development of 60 affordable homes; fifty-five (55) of which would serve as rental apartments for persons earning thirty (30%) percent to one hundred and fifty percent (150%) of the Area Median Income and five (5) homes would serve as for-sale housing for persons earning no more than one hundred and twenty percent (120%) of the Area Median Income. (TMS: 459-05-04-207 and 459-05-04-216; Parcel A and Parcel J within the Cooper River Bridge Development Area bound by Meeting, Lee, Hanover, & Cooper Streets in the City of Charleston) [Ordinance] The property is owned by the City of Charleston.

b. (i) Request approval for the Mayor to execute the attached Lease Amendment between the City and Tour Management Services, Inc. whereby the terms of the leased premises in the Charleston Maritime Center will be modified in regards to days and hours of operation, rent and permitted equipment

   (ii) Request approval for the Mayor to execute the attached License Agreement between the City and Tour Management Services, Inc. whereby the City grants a license to Tour Management Services to use an area of slip space at the Charleston Maritime Center for the sole use of the vessel, Carolina Belle. (TMS: 459-00-00-169; 10 Wharfside Street) [Ordinance] The property is owned by the City of Charleston.

c. Request approval for the Mayor to execute the attached Memorandum of Understanding between First Baptist Church Foundation and the City whereby First Baptist will construct a road on a portion of the City's property at no cost to the City. (TMS: 428-00-00-013, 428-00-00-040; Fort Johnson Road.) The property is owned by the City of Charleston.

d. Request authorization for the Mayor to sign the Fourth Amendment to Development Agreement (Daniel Island, Berkeley County) [Ordinance]. This property is owned by the City of Charleston and Daniel Island Associates, LLC and its affiliates.

3.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Karen Brack **DEPT.** Fire Department

SUBJECT: SUPER PADGENITE HD THERMAL LINER

REQUEST: Approval to purchase Super Padgenite HD Thermal Liner from Jahnke And Sons Construction, Inc. DBA WHP Training Towers, 9130 Flint Street, Overland Park, KS 66214. Sole Source

COMMITTEE OF COUNCIL: Ways & Means **DATE:** July 19, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Fire Department	X	☐	Has been Vaughn	☐
Procurement Director	X	☐	Amy Cox	☐

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

If yes, provide the following: Dept./Div.: 211000 Account #: 52410 KCM

Balance in Account $42,654 KCM Amount needed for this item $42,653.72

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

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

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Fire/Training

PRODUCT: Super Padgenite HD Thermal Liner from WHP TrainingTowers

REQUISITION NUMBER: PR1636053

VENDOR: WHP Training Towers

DATE: 06/30/2016

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

   The use of the thermal liner is to protect the structure from damage due to heat produced from live fire training.

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

   These insulating products are exclusively manufactured to our proprietary specifications and are only available from WHP Trainingtowers.

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

   This is the only company that can supply and install the type of thermal protection system to fit our training needs. The other system on the market (Westec) does not allow for thermal imaging camera use in locations with stainless steel walls. It is also not compatible with the HTL thermal protection that is currently installed on the ceiling of the burn room. Project is estimated to be completed 60 days from PO issuance.

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

   __X__YES or NO ____

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

   1. Standard Padgentie offered from WHP – does not provide the needed protection and does not have a satisfactory warranty.

   2. Westec Insulation offered from Fire Facilities does not allow for thermal imaging camera use due to the use of stainless steel walls. It also is not compatible with the HTL thermal protection that we have installed on the ceiling of our burn room.

   3. Super Pagenite HD offered from WHP (requested product) offers a satisfactory warranty, allows for use of thermal imaging cameras, is compatible with our current HTL ceiling protection, and is easily maintained.

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

SIGNATURE _____ TITLE Fire Chief

w|h|p trainingtowers.com

July 1, 2016

Q16-054 rev F (via email)

Robert Baldwin, Battalion Chief
Charleston Fire Department
2156 Milford Street
Charleston, SC 29405

Phone: 843-754-6159
Email: baldwinr@charleston-sc.gov

Dear Battalion Chief Baldwin,

We are pleased to provide you with the following pricing to supply Thermal Liner for the Charleston Fire Department. We will supply drawings, hat channel, battens, fasteners, chemicals, insulating liner panels and freight to line existing burn room walls with dimensions as follows:

Supply lining system for the 1st floor burn room of the masonry tower to protect one wall of 16'-8" x 8'-2" H, one wall of 16'-8" x 8'-9" H and two walls of 16'-9" x 8'-9"H each with returns for one window and two doors and one (1) temperature monitoring system (includes two (2) thermocouples, one (1) 10-channel readable pyrometer and one (1) NEMA box).

	Super Padgenite HD™
Materials (609sf)	**$29,558.00**
Freight	**$ 1,674.00**
Labor to install 609sf	**$ 7,988.00***
Total Material, Freight and Labor	**$39,220.00**

***Shim Hat Channel as necessary in order to have smooth transition**
Additional Labor Not to Exceed $ 779.00

Pricing in US Dollars and is based upon a single trip charge for labor.

Exclusions: We exclude from our proposal: Prevailing wages, off-loading of material, bonds, taxes, permits, special insurance requirements if any, mechanical, electrical, fire protection systems, gas fired simulators, engineering layout and general condition items and any other miscellaneous fees. Quote is based on the assumption that walls, windows and doors are

structurally sound and does not include cleaning and prepping of existing walls, or the wrapping of any beams if necessary.

Schedule: We would require 2 weeks to prepare shop drawings and 6 to 7 weeks for delivery after receipt of order. The scheduling of installation, if chosen, will be at a determined time upon receipt of material.

Terms: Net 30. A deposit of 25% on the materials package is due on receipt of order (signing of contract). Balance of payment on materials due on delivery to site. No retention on materials. Labor will be billed monthly. Invoices not in dispute over 30 days will be assessed 1 ½ % per month on balances in excess of 30 days.

We hope you find this proposal acceptable and look forward to working with you.

Sincerely,

Alan Henderson

Alan Henderson
WHP Trainingtowers
800-351-2525

Cc: David Dyer

South Carolina Contractor's License: G111092

COMMITTEE / COUNCIL AGENDA

4.

TO: John J. Tecklenburg, Mayor

FROM: Amy Wharton **DEPT.** BFRC

SUBJECT: POLICE DEPARTMENT- SC DEPARTMENT OF PUBLIC SAFETY

REQUEST: To accept the 2016 Justice Assistance Grant (JAG) from the SC Department of Public Safety in the amount of $68,709 to continue funding for the Domestic Violence Investigator, travel, training & supplies.

COMMITTEE OF COUNCIL: W&M **DATE:** July 19, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☒
Cap. Proj. Cmte. Chair	☐	☐		☐
Police Department	☑	☐		☐
Grants Manager	☑	☐		☐

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

A city match is required in the amount of $7,635.

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.**

South Carolina Department of Public Safety

Office of Highway Safety and Justice Programs

June 24, 2016

The Honorable John Tecklenburg
Mayor
City of Charleston
80 Broad Street
Charleston, South Carolina 29401-2260

RE: Justice Assistance Grant Program No. 1G15035
Domestic Violence Investigator: Continuation

Dear Mayor Tecklenburg:

I am pleased to provide you with a grant award approved by this office in the amount of $68,709 for the above-referenced grant project. To complete the contract for this award, it is necessary for you, as the Official Authorized to Sign, to return the original grant award with an original signature within 30 days from the date of this award. The signed original should be sent to:

Ms. Penny Baskin
Senior Accountant
S.C. Department of Public Safety
Accounting-Grants
Post Office Box 1993, Building D, Floor 1
Blythewood, South Carolina 29016

Copies of the grant Request for Financial Payment/Quarterly Fiscal Report Forms can be found on our website at www.scdps.gov/ohsjp/oag.asp. The financial reports should be completed for each calendar quarter ending date and are due 30 days after the end of the quarter. The Programmatic Progress Report Form can also be found on this page under Justice Assistance Grants. The due dates and periods covered for programmatic progress reports are indicated on the progress report forms. Please contact your assigned program coordinator, if you have any questions regarding this award.

Sincerely,

Phil Riley
Director

Enclosures

c: Major Naomi Broughton
JAG Official File

SPECIAL CONDITIONS

SUBGRANTEE: Charleston Police Department

GRANT TITLE: Domestic Violence Investigator: Continuation

GRANT NO: 1G15035

AWARD DATE: 7/1/2016

1. All information required by Special Conditions must be submitted to the Office of Highway Safety and Justice Programs within 30 days of the award, unless otherwise specified, at the following address:

South Carolina Department of Public Safety
Office of Highway Safety and Justice Programs
Attn: Rebekah Ashworth
P.O. Box 1993
Blythewood, SC 29016

Please contact Ginger Dukes, Program Coordinator, at (803) 896-8708 for further clarification.

2. Please note that the grant period for this award is from July 1, 2016 - June 30, 2017.

3. This award is contingent upon approval and availability of funds from the federal funding agency.

4. The Point of Contact form provided in the award packet must be completed and submitted within 30 days from the date of the award.

5. All grant-funded personnel, and the Project Director, shall view the civil rights training presentation located at www.scdps.gov/ohsjp within 30 days from the date of the award. After completing the presentation, each viewer must sign a document (sample provided by the OHSJP) that states the viewer has read, understood, and will comply with all items mentioned in the presentation, and that the agency as a whole understands that compliance is mandatory agency-wide if the agency receives any federal funds whatsoever. Submit the original signed copy of said document, and retain a copy for your files.

6. All subrecipients (other than individuals) of awards of $25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), will be required to report award information on any awards totaling $25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipients.

SPECIAL CONDITIONS

7. A Progress Report covering the period of July 1, 2016 to December 31, 2016 will be due by February 1, 2017, and a Progress Report/Annual Evaluation Report covering the period of July 1, 2016 to June 30, 2017 will be due by August 15, 2017 via GMIS upload. Failure to submit any of these required reports in a timely manner will result in a delay in reimbursement. Please contact your Program Coordinator if you need further clarification.

8. In addition to your SCDPS OHSJP reporting requirements (Request for Payment/Quarterly Fiscal Report, semi-annual Progress Reports and Annual Evaluation), you will be required to enter data regarding this grant project into the Bureau of Justice Assistance Performance Measurement Tool (PMT) on a quarterly basis. The PMT may be accessed at the following address: www.bjaperformancetools.org. Information must be entered into the PMT and the report marked as "complete" by the dates listed below:
July 1, 2016 – September 30, 2016 – DUE DATE: October 14, 2016
October 1, 2016 – December 31, 2016 – DUE DATE: January 14, 2017
January 1, 2017 – March 31, 2017 – DUE DATE: April 14, 2017
April 1, 2017 – June 30, 2017 – DUE DATE: July 14, 2017
Please contact your Program Coordinator for further instructions in completing the PMT. Please note that failure to meet these deadlines will result in a "stop payment" being placed on your grant.

9. The subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith-Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
See http://www.ojp.gov/about/ocr/equal_fbo.htm.
Please contact your Program Coordinator if you need further clarification.

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

SPECIAL CONDITIONS

11. The subrecipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

12. The subrecipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

13. The subrecipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the US Department of Justice, Office of Justice Programs website.

14. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act and the Omnibus Crime Control and Safe Streets Act, subrecipients are required to take reasonable steps to ensure that individuals with LEP have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Subrecipients are encouraged to consider the need for language services for individuals with LEP served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for individuals with LEP are considered allowable program costs. The U.S. Department of Justice has issued guidance to assist in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

15. The subrecipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530; e-mail: oig.hotline@usdoj.gov; hotline: (contact information in English and Spanish): (800) 869-4499; or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

16. Restrictions and certifications regarding non-disclosure agreements and related matters: No subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

SPECIAL CONDITIONS

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

1. In accepting this award, the subrecipient --

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

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

2. If the subrecipient does, or is authorized to, make subawards or contracts under this award --
a. it represents that --

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

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

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

SPECIAL CONDITIONS

17. The subrecipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditures List at the time of purchase or acquisition under any circumstance. Furthermore, the subrecipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditures List at the time of purchase or acquisition, without explicit written prior approval from the Bureau of Justice Assistance (BJA). The Prohibited Expenditures List, the Controlled Expenditures List, and instructions on how to request approval to purchase Controlled items may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf. BJA's eleven required elements must be submitted to the OHSJP for submission to the BJA when requesting approval to purchase a Controlled item.

18. All grant-funded personnel must work 100% of their time in the grant-funded position.

19. All individuals hired for grant-funded positions and those individuals hired to replace employees moved to grant-funded positions must be identified via a Certification of Additional Personnel Letter(s). The Head of the Implementing Agency and the Official Authorized to Sign for the grant must sign this letter and attest that subgrant funds will not be used to supplant or replace local funds or other resources that would otherwise have been available. This and any changes to grant-funded personnel must be submitted within 30 days from the date of hire, or the date the change occurs.

20. All training that grant-funded personnel will attend which will be paid for with grant funds, including registration, lodging, meals or mileage, must receive prior written approval by submitting the training approval form via the GMIS with an attached copy of the agenda to the Office of Highway Safety and Justice Programs.

21. All public awareness/education materials developed as a part of the Justice Assistance Grant Program are to be submitted in draft to the OHSJP for written approval prior to final production and/or distribution. Equipment, supplies and other grant-funded materials, as well as promotional items, shall not display the names of elected, appointed or other public officials.

22. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award. For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

23. All charges for personnel must be accompanied by timesheets. A universal timesheet is available if your agency does not provide one. If any questions contact Penny Baskin, at 803-896-8412 or by email at pennybaskin@scdps.gov.

24. Submit a copy of the policies and procedures regarding travel costs as stated in Grant Terms and Conditions No. 16 within 30 days.

SPECIAL CONDITIONS

25. Prior to obligation or expenditure of funds for equipment or supplies, including those bid in the aggregate, written approval must be received from the State Funding Agency. Refer to the Equipment Procurement Administrative Procedures outlining state and federal requirements located on the SCDPS website, http://www.scdps.gov/ohsjp/. All purchases must follow state procurement guidelines. If purchasing on state contract, the bidding process has already been completed, and no additional bidding is required.

26. Submit pages 25 and 26 of the grant application with the appropriate original signatures of the current Project Director, Financial Officer and the Official Authorized to sign within 30 days. The Project Director, Finance Officer and Authorized Official cannot be the same person. Please contact Penny Baskin, Senior Accountant, at (803)896-8412 or by email at pennybaskin@scdps.gov for further information.

27. If any of the persons signing on pages 25 or 26 checked yes in the box on the signature pages that indicates the person(s) are bonded, submit a copy of the most recent declarations page of your agency's insurance policy that shows professional liability insurance (PLI), also called professional indemnity insurance (PII), but more commonly known as errors & omissions (E&O) insurance.

SPECIAL CONDITIONS

FOR ACCOUNTING-GRANTS USE ONLY

NO.	ASSIGNED TO	CLEARED BY	DATE
1	N/A		
2	N/A		
3	N/A		
4	GPD		
5	GPD		
6	N/A		
7	N/A		
8	N/A		
9	N/A		
10	N/A		
11	N/A		
12	N/A		
13	N/A		
14	N/A		
15	N/A		
16	N/A		
17	N/A		
18	N/A		
19	GPD		
20	N/A		
21	N/A		
22	N/A		
23	N/A		
24	PB		
25	N/A		
26	PB		
27	PB		

City of Charleston
SOUTH CAROLINA

POLICE DEPARTMENT

JOHN J. TECKLENBURG
Mayor

GREGORY G. MULLEN
Chief of Police

Grant # - 1G15035

Date: June 28, 2016

South Carolina Department of Public Safety
Office of Highway Safety and Justice Programs
Attn: Bonnie Burns
P.O. Box 1993
Blythewood, SC 29016

RE: Certification of Personnel

Dear Ms. Burns,

On October 27, 2014, Investigator Sally Pranger was hired for the position of Criminal Domestic Violence Investigator. She was formally assigned to the Criminal Investigative Division-Burglary. Her former position was filled with a new hire, William Coruchesne on November 24, 2014.

This letter certifies that Sally Pranger will remain the grant-funded officer for grant 1G15035.

Should you have any questions regarding this grant, please do not hesitate to contact Ann-Marie Quinn, Grants Coordinator, at (843) 720-3782 or by email at quinna@charleston-sc.gov.

Respectfully,

Signature of Head of Agency

Gregory Mullen
Chief of Police, City of Charleston

Signature of Project Director

Naomi Broughton
Deputy Chief & Project Director, City of Charleston

City of Charleston
SOUTH CAROLINA

POLICE DEPARTMENT

JOHN J. TECKLENBURG
Mayor

GREGORY G. MULLEN
Chief of Police

Grant # - 1G15035

Date: June 28, 2016

South Carolina Department of Public Safety
Office of Highway Safety and Justice Programs
Attn: Bonnie Burns
P.O. Box 1993
Blythewood, SC 29016

RE: Civil Rights Certification

The following employees have completed the civil rights training presentation located on the South Carolina Department of Public Safety's website. This document certifies that the names listed have been read, understood, and will comply with all items mentioned in the presentation, and that the agency as a whole understands that compliance is mandatory agency-wide if they receive any federal funds.

Should you have any questions regarding this certification, please do not hesitate to contact Ann-Marie Quinn, Grants Coordinator, at (843) 720-3782 or by email at quinna@charleston-sc.gov.

Respectfully,

Signature of Project Director

Naomi Broughton
Project Director, City of Charleston

Signature of Grant-Funded Personnel

Sally Pranger
DV Investigator, Central Investigations

JAG POINT OF CONTACT SHEET

GRANT NO.: 1G15035 DATE: 6/28/16

PROJECT TITLE: Domestic Violence Investigator: Continuation

PROJECT DIRECTOR NAME: Deputy Chief Naomi Broughton
(Prefix) (First Name) (Last Name)

AGENCY: City of Charleston Police Department

MAILING ADDRESS: 116 Meeting Street
Charleston, SC 29401-2901

PHYSICAL ADDRESS: 180 Lockwood Drive
Charleston, SC 29403-2521

PHONE NO.: 843-720-2418

CELL PHONE NO.: 843-725-9339

FAX NO.:

E-MAIL ADDRESS: broughtonn@charleston-sc.gov

****

POINT OF CONTACT NAME: Ann-Marie Quinn
(Prefix) (First Name) (Last Name)

AGENCY: City of Charleston Police Department

MAILING ADDRESS: 116 Meeting Street
Charleston, SC 29401-2901

PHYSICAL ADDRESS: 180 Lockwood Drive
Charleston, SC 29403-2521

PHONE NO.: 843-720-3782

CELL PHONE NO.: 843-813-1459

FAX NO.:

E-MAIL ADDRESS: quinna@charleston-sc.gov

****

FINANCIAL POINT OF CONTACT NAME: Nancy Madden

PHONE NO: 843-720-3823 E-MAIL ADDRESS: maddenn@charleston-sc.gov

STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
Office of Highway Safety and Justice Programs
Justice Assistance Grant Program

FOR STATE FUNDING AGENCY (SFA) USE ONLY

Grant #	1G15035
App #	AG16054
Award Date:	7/1/2016
Prior Grant #1	SCEIS # K0505G003515
#2	
#3	
#4	Vendor # 7000142192
Federal Fiscal Year:	
Fund Year:	
Program Area:	

To Be Completed by Project Director

Section 1

County Name:	10 - CHARLESTON
Other county/counties this project will serve:	08-Berkeley

Section 2

Grant Period:	1 Year
Begin:	7/1/2016
End:	6/30/2017

Section 3

Project Title:	Domestic Violence Investigator: Continuation

Section 4

Project Summary (max. 300 characters):	The purpose of this project is to continue the progress realized by the grant-funded DV Investigator in the previous 2 years. The project goals are: a)Increase the number and quality of DV cases considered by the department, b)Introduce knowledge and procedures that institutionalize proactive treatment of DV incidents and victim needs. The Investigator will continue to refine, build and enhance processes and relationship between the courts, officers, and victims.

Section 5

Type of Application

a. Continuation

b. Year of Funds : 3

Other:(Specify)

c. Reimbursable

Section 6

a. Organization Type : City

Other:(Specify)

b. U. S. Congressional District 01,06

Section 7

Agency DUNS number*: (fedgov.dnb.com/webform) 077990786

Has your agency registered with Central Contractor Registration (CCR)?* **Yes** (www.sam.gov)

For **Central Contractor Registration (CCR) handbook** click here.

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

FEIN: 57-6000226

FEIN:

Agency Name Charleston Police Department

Address 180 Lockwood Drive

City Charleston

State South Carolina

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

10 Digit Zip 29403-5152

(Area) Phone #: 843-720-3782

(Area) Fax #: 843-579-7518

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

Section 8

BUDGET

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

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	$64,698	$7,189	$71,887
Contractual Services	$0	$0	$0

Travel	$1,582	$176	$1,758
Equipment	$0	$0	$0
Other	$2,429	$270	$2,699
TOTAL:	$68,709	$7,635	$76,344
b. PERCENTAGE:	90 %	10 %	100 %

Section 9

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS: City

Other (Explain):

WHOLE DOLLARS ONLY

BUDGET DESCRIPTION

MATCHING FUNDS CATEGORIES

PERSONNEL

SALARIES Position Title	% of Time On Project	Quantity	GRANTOR	CASH	TOTAL
Domestic Violence Investigator	100	1	$46,436	$5,160	$51,595
		TOTAL SALARIES:	$46,436	$5,160	$51,595

EMPLOYER CONTRIBUTIONS (Fringe Benefits)

	% or Rate	X Base				
Social Security & Medicare (FICA)	7.65	51595	$3,552	$395	$3,947
Retirement	13.74	51595	$6,380	$709	$7,089
Worker's Compensation Insurance	2.80	51595	$1,300	$145	$1,445
Unemployment Insurance (on first $7,000 only)	.1512	51595	$70	$8	$78
Health Insurance	14.66	51595	$6,808	$755	$7,564
Dental Insurance			$0	$0	$0
Pre-Retirement Death Benefit			$0	$0	$0
Accident Death Benefit (Police Officers)	.1376	51595	$64	$7	$71
Other Employer Contributions (Itemize)	.19	51595	$92	$10	$98
TOTAL EMPLOYER CONTRIBUTIONS:			$18,262	$2,029	$20,292
		TOTAL PERSONNEL:	$64,698	$7,189	$71,887

CONTRACTUAL SERVICES:

(Itemize - DO NOT include professional fees for doctors, psychologists, etc.)

	$0	$0	$0
TOTAL CONTRACTUAL SERVICES	$0	$0	$0

TRAVEL:

(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)

Per Diem	$230	$26	$256
Ground Transport	$126	$14	$140
Flight	$675	$75	$750
Lodging	$551	$61	$612
TOTAL TRAVEL:	$1,582	$176	$1,758

Show Section 2-A **Disabled**

MATCHING FUNDS

CATEGORIES		GRANTOR	CASH	TOTAL
EQUIPMENT ($1,000 or more per Unit):				
(Itemize - DO NOT USE BRAND NAME.- Also, DO NOT include leased, rented items or software				
ITEM	QUANTITY			
		$0	$0	$0
TOTAL EQUIPMENT:		$0	$0	$0
Other:				
Training & Registration Fees	1	$495	$55	$550
Presentation & Printing Materials	1	$540	$60	$600
Cellular Data Service	1	$810	$90	$900
Air card	1	$584	$65	$649
TOTAL OTHER:		$2,429	$270	$2,699

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided

Budget Narrative

Personnel

Salaries
The salary rates reflected will be used to fund a Domestic Violence (DV) Investigator for 100% time and effort. The base salary reflects the promotion that the DV Investigator received in September 2015. The base salary includes a 2% 2016 COLA increase. Base salaries for officers are also projected to increase by 5% in 2016. This estimate is also reflected in the base salary. No overtime is requested in this application.

Fringe Benefits
The grant will provide the following for the DV Investigator. The fringes are as follows: Social Security and Medicare (FICA), Retirement, Worker's Compensation Insurance, Health/Dental Insurance, Disability, Life Insurance, and Unemployment. The benefits reflect the 2016 City Budget rates.

Travel

Per Diem
The per diem would cover meals and incidentals for the DV Investigator while away on training. The $64/day estimate for 4 days is based on the 2016 GSA rates for San Diego, CA.

Ground Transport
These funds would cover the cost of a rental car or public transport for the DV Investigator while away on training.

Flight
These funds would purchase 1 roundtrip ticket with baggage and fees to San Diego, CA from Charleston, SC. The location for the Winter 2016 strangulation training is used as an estimate for flight expenses.

Lodging
These funds would cover hotel costs for the DV Investigator while away on training. The $153/day estimate for 4 days is based on the 2016 GSA rates for San Diego, CA.

Other

Training Registration Fees
The registration fees would be used to enroll in training that would enhance the knowledge, skills and abilities of the DV Investigator. The requested training is an Advanced Strangulation course hosted by the Strangulation Training Institute.

Presentation & Printing Materials
The funds would be used to print in-car Quick Reference Guide and DV Law Guidebooks. In addition, they would be used to purchase materials to educate and engage community partners at DV vigil and awareness events.

Cell Phone Service
This line item would fund the wireless data service contract for 12 months for the grant-funded cellular devices and the computer aircard. These devices are used exclusively by the DV Investigator.

BUDGET NARRATIVE (Continued)

GRANT NO. 1G15035

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's office do not have to complete this form. Please enter "NA" in the boxes

We agree to have an audit conducted in compliance with OMB Circular A-133, whichever is applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit ($300,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter if applicable, to:

Stephen Fulmer, Manager
Accounting - Grants
S.C. Department of Public Safety
P.O. Box 1993
Blythewood, SC 29016

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

1. *Audit Period: Beginning January 1, 2016 Ending December 31, 2016

2. Audit will be submitted to Accounting - Grants by: September 30, 2017
(Date)

NOTE: The audit or written certification must be submitted to Accounting - Grants, S.C. Department of Public Safety, **no later than the ninth month after the end of the audit period.**

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance OMB A-133. Any information regarding the OMB Circular audit requirements will be furnished by Accounting - Grants, S.C. Department of Public Safety, upon request.

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

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

PROGRAM NARRATIVE

1) **PROBLEM STATEMENT:** First, define the problem exactly as it exists in your particular community. Describe the nature and magnitude of the problem using valid, updated statistical data, and cite the source and date of your information. Prior data may be used to show changes in the magnitude or severity of the problem. Remember to document the problem and not the symptoms or solutions of the problem. Second, identify your existing efforts, current resources and programs being utilized to deal with the problem.

Jurisdiction

There are an estimated 133,579 residents living within the corporate limits of the City of Charleston [2]. This makes her the 2nd largest and fastest growing city in South Carolina. The Charleston Metropolitan Statistical Area (MSA), comprising Charleston, Berkeley, and Dorchester Counties (Tricounty area), has a population of over 712,000. The City of Charleston Police Department's (CPD) jurisdiction covers 131 square miles of territory in Charleston and Berkeley counties. Residents of the Tricounty area commute to the City of Charleston for work, business, recreation, and worship on a regular basis. Additionally, the City of Charleston has been named the #1 city to visit in the United States by Conde Nast and Travel & Leisure magazines for the past 3 years. This distinction has rapidly increased the city's tourism and urbanization, drawing over 5 million visitors annually. Finally, the distinction has contributed to increased overall growth. Charleston is 1 of 3 fastest growing metropolitan areas on the Atlantic coast.

Problem Statement

Despite the level of investment in our city, education and opportunities in the area, domestic violence cases have maintained steady numbers over the past 3 years. While this may be a positive indicator considering the 43 citizens per day population increase, the Family Violence Unit (FVU) and the Charleston Police Department (CPD) wants to see these numbers dramatically decrease [1]. Overall, violent crime has decreased over the past 10 years in the City of Charleston [SEE: Violent Crime]. However, CPD domestic violence aggravated assaults have met or will exceed the 2013 totals by the end of 2015 [SEE: YTD Incident Data].

South Carolina ranks worst in the nation for men killing women [6]. As of 2012, at least 22.6% of murder victims were related to or intimate with the offender [4]. According to the Violence Policy Center in Washington, 57 women were killed by men in South Carolina in 2013. Furthermore, Charleston County was ranked in the top 5 counties in every category of domestic violence, except domestic homicide victimization, in 2012 [5]. Like the case with many South Carolinian families, gun ownership increases the likelihood of domestic violence homicides. The Surgeon General states that domestic violence is more injurious to women than common threats such as vehicular accidents and cancer. Considering the fact that the SC Attorney General counted more than 36,000 DV reports, one can argue that DV is a significant health crisis to South Carolinian women, and to Charlestonians in particular [3].

Homicides notwithstanding, domestic sexual violence is extremely high. According to the latest SLED data, 28.4% of forcible rape cases in South Carolina in 2012 were between a family member and/or an intimate partner [4]. Furthermore, we can assume this statistic is lower than actual rates considering that it uses the historical definition of rape and considering the likelihood of victim non-reporting. Charleston County ranked #5 in the state in domestic sexual violence in 2012 [5]. That ranking has likely worsened. To dismiss this form of domestic violence/violent crime as a small portion of the issue would be inaccurate. The rate of rape per 10,000 inhabitants is 3.6, in comparison to the national average of 2.7. If one were to use the revised definition of rape, the rate would increase to 5.09 [4]. The high instance of rape in South Carolina and its likelihood of also being a DV crime make the investigation of domestic violence ever more urgent.

Proposed Solution

The City of Charleston Police Department's Family Violence Unit (FVU) was activated in February 2009 and reorganized in 2013. Its mission is to investigate missing persons, prosecute cases of domestic violence, child abuse, elder/vulnerable adult abuse, and sexual assault; and to provide services for victims of these crimes. The unit is composed of (3) Victim's Advocates, (1) Sergeant, (5) Investigators, and (1) Mental Health Counselor.

In October 2014, the CPD was awarded a grant to fund an investigator to work specifically on DV cases. In her first year of this role, Detective Sally Pranger has taken on a tremendous amount of cases and challenges. Detective Pranger works closely with the victim advocates and clinician in the FVU to connect victims with the resources they need. She has had extensive interaction with the City of Charleston Municipal Courts to provide well documented cases of prior DV history, pre-recorded victim testimony and 911 tapes, revoked bonds and upcharges where

possible.

There is still work to be done. Primarily, the rate of domestic violence is still very high in the Charleston area, as detailed in the narrative above and in the CPD statistics below. The volume of cases requires more than 100% of a DV Investigator's time and effort. Secondly, the DV Investigator continues to enforce habits and understanding with the municipal courts. This requires policing the prosecutor and the offender's attorney to notify the CPD when the offender wishes to obtain pre-trial intervention or a lower conviction (1G13048 Final Report). It also requires that offenses are recorded in NCIC in a timely manner. In conclusion, project continuation is vital for lasting change.

According to the data collected by CPD records management system (RMS), there were 2,338 criminal domestic violence incidents reported in the City of Charleston:

Annual Caseload:

2010: 386
2011: 458
2012: 473
2013: 362
2014: 379
2015: 280*

*Calendar Quarter to Date (Jan. 1, 2015-Sept. 30, 2015)

The CDV incidents reported included aggravated assaults, simple assaults and threats/intimidation. The special victims caseloads assigned to the unit are detailed below. Inv. Pranger's caseload are 100% DV cases:

Jan. 1, 2015-Sept. 30, 2015 - 2015 FVU Cases Assigned:

Sally Pranger	123
Leslie Ambrose	57
Kristy McFadden	51
Jennifer Hall	48
Mike Lyczany	39
Melvin Magwood	39
Kelly Freshman	17

Sources:
1. Boyter, Kayla. "5 Economic Trends for Charleston, SC. " Charleston Regional Development Alliance. April 10, 2015. Accessed December 8, 2015. http://www.crda.org/news/blog/5-economic-trends-for-charleston-sc-usa/.
2. City of Charleston. "City of Charleston Fast Facts: 2015." Demographics. Accessed December 8, 2015. http://www.charleston-sc.gov/index.aspx?nid=106.
3. South Carolina Coalition against Domestic Violence and Sexual Assault. "#SCSaysNoMore Domestic Violence Description and Statistics." Accessed December 8, 2015. http://www.sccadvasa.org/sc-says-no-more/statistics/domestic-violence/.
4. South Carolina Department of Public Safety. South Carolina Criminal and Juvenile Justice Trends. Blythewood, SC: Office of Highway Safety and Justice Programs Statistical Analysis Center, 2013.
5. South Carolina Department of Public Safety. The Rule of Thumb: A Five Year Overview of Domestic Violence in South Carolina 2008-2012. Edited by Rob McManus. Blythewood, SC: Office of Highway Safety and Justice Programs Statistical Analysis Center, 2014. Accessed December 8, 2015. http://www.scdps.gov/ohsjp/stats/DomesticViolence/2014%20DV%205%20yr%20Report%20v20.pdf.
6. "When Men Murder Women: An Analysis of 2013 Homicide Data." Violence Policy Center. (September 2015). Accessed December 8, 2015. http://www.vpc.org/studies/wmmw2015.pdf.

PROGRAM NARRATIVE

PROJECT PURPOSE: First, describe the broad goals of your project. Then describe a specific plan for conducting the project and a rationale for the tasks and activities to be employed to address the problem outlined on Page 7.

The purpose of this project is to continue the progress realized by the grant-funded DV Investigator in the previous 2 years. The project goals are:

a) Increase the number and quality of DV cases considered by the department,
b) Introduce knowledge and procedures that institutionalize proactive treatment of DV incidents and victim needs.

These two results will remain the overarching goals of this project. The investigator will continue to refine, build and enhance processes and relationship between the courts, officers, and victims.

Year 1 & 2 Activity Summary
The CPD will continue the efforts established by the grant-funded Domestic Violence (DV) Investigator. The DV Investigator has attended 2 years of specialized training on DV investigation and victim behavior. This included shadowing the Oklahoma City Special Investigations unit and adopting their lethality assessment. Detective Pranger also attended LGBT sensitivity training and the National Institute of Crime Prevention Conference on DV and Sexual Assault.

The DV Investigator established a series of processes and practices that positioned the CPD as a proactive player on identifying, charging and preparing cases on DV offenders. Examples of these efforts are:

- Tracking charts on cases with dependents for child welfare referrals and services
- Standard DV "lethality assessment" for responding officers
- FVU resource card with contact information for investigators and advocates
- Offender ID sheet to include with each case file
- DV law Quick Reference Guide
- Practice of including 911 recordings and prior DV history (if available) with case for general sessions court

The Investigator initiated outreach and education on DV with community partners. For example, all CPD officers, representatives from My Sisters House and the Solicitors Office attended the Master Roll Call on the use of the new lethality assessment. She hosted a panel with the North Charleston Police command staff and shared reports and training materials with the Charleston County Sheriff's Office. The CPD most recently underwent a series of promotions for mid-career officers. Since these officers are returning to the field after the new DV laws were passed, the investigator hosted an afternoon training for them on the new DV law. Finally the investigator attended numerous community events to build a rapport with citizens and to encourage victims of DV to report crime.

Year 3 Activity Plan
If awarded, the 3rd and final grant-funded period would include a continuation of existing efforts and enforcing the habit and use of the DV-related forms and practices. In addition to these activities, the DV Investigator will pursue several, more specific activities.
The DV Investigator will finalize and print the DV Guidebook for use in the CPD. This guide will outline procedures, provide suggestions, and detail explanations on the DV and its applicability within the Department's procedures. It will also include a Quick Reference Guide of community partners and the victim advocates. It will include tips on the use of body cameras in DV calls and heat maps on DV violence. The DV Investigator will also update the in-car Quick Reference guide provided to all patrol officers.

The Investigator will continue her efforts on researching and enhancing DV cases, committing 100% of time and effort on the job duty. This will include maintenance of data summaries and the variables therein.

Additionally, the DV Investigator will continue her efforts in community outreach. The investigator will schedule conference calls or in-person meetings with the Charleston County, Town of Summerville, and Richland County Sheriff's Department to share best practices and recommendations. The investigator will participate in FVU awareness events to encourage citizen referrals and reporting. Finally, the investigator intends to hold a workgroup with members of the municipal court and 9th Circuit Solicitor's Office to share ideas on how practices and funding could be leveraged to enhance DV and particularly, victimless, prosecution. The courts, area LEA's,

and other justice organizations are participating in a Charleston County-led, MacArthur Foundation Justice & Innovation Challenge that could dramatically improve court process for every participant. It is the right time to insert considerations that would help DV prosecution or automated DV data collection.

Finally, the DV Investigator will attend professional development courses that could enhance her abilities, detailed in the training section of this application.

The CDV incidents reported included aggravated assaults, simple assaults and threats/intimidation. The caseloads of the detectives that are assigned to the unit were as follows:

PROGRAM NARRATIVE

PROJECT OBJECTIVE(S): Objectives are specific, quantified statements of expected results of the project. The objectives must be described in terms of measurable events that can be realistically expected under time constraints and resources. Objectives must be related to the Problem Statement and Project Purpose outlined on Pages 7 and 8.

The Project Director has identified 5 project objectives:

1. Increase the investigator's knowledge, skills, and abilities related to domestic violence and case process improvement.

2. Maintain good records of CPD DV cases.

3. Visual representation of high-DV case areas in the CPD jurisdiction.

4. Provide training for department officers and other law enforcement agencies on domestic violence laws, indicators and processes.

5. Raise awareness of the public and community organizations regarding the problem of domestic violence and encouraging the services provided by the FVU.

PROGRAM NARRATIVE

PERFORMANCE INDICATOR(S): State exactly how each objective will be measured. **Performance indicators must be matched to each specific program objective on Page 9** (i.e., if there are **5** objectives, then there must be 5 corresponding performance indicators). Performance indicators are based on quantitative (numbers) and qualitative (opinions organized in meaningful ways) data gathering procedures which evaluate and document your project.

The Project Director has identified 4 performance indicators:

1. Records of training and seminar attendance and samples of work produced.
   a. Participation in at least 1 training or seminar.
   b. In-car DV Law guide produced.

2. Investigator's personal case records and data summaries.

3. Number of heat maps produced for predictive policing, high-DV crime areas.

4. Roll calls, training reports, and work samples that are scheduled or produced for the officer's benefit.
   a. Law guide work sample.
   b. At least 1 internal officer training or development on DV law.

5. Record of community outreach representation and event participation.
   a. Host or participate in at least 2 community events.

PROGRAM NARRATIVE

PROJECT EVALUATION: This requirement is to: (1) establish an evaluation plan or process to assess the impact of your project on the drug and violent crime problem in your jurisdiction, (2) conduct the evaluation during the grant funded period, and (3) submit a formal written evaluation report at the close of the grant period. The purpose of evaluating each project is to assess how well it has been implemented in your jurisdiction and to assess the extent to which the activities funded have achieved the project's goals. The plan or process must describe how the evaluation will be accomplished and must describe the range of activities that will serve as vehicles for obtaining general qualitative and specific quantitative information. **The plan or process must be completed and submitted on this page.**

The project evaluation will be conducted by the Project Director. The Captain Naomi Broughton, commanding officer for central investigations, will serve as the project director [SEE: Org Chart]. Each objective will be evaluated using the performance indicators listed in this grant application.

Data Collection
The Department's RMS database and the DV Investigator maintain records of DV cases and notes on offender history, when possible. The DV Investigator will summarize this data for each progress report and will provide qualitative analysis on the measures that she has found successful or challenging in enhancing investigation. The Crime Analysis Unit and City GIS will produce several heat maps with historical DV data using RMS and Census data on vulnerable populations.

The project director will maintain records of professional development and training that the DV Investigator receives. The project director will maintain work samples and support the organization's dissemination and adoption of materials. The project director will ensure that the project is initiated expeditiously and completed within the grant period of performance.

Evaluation
Evaluation will be based the extent to which the project meets or exceeds the performance metrics mentioned above.

Document Retention and Reporting
The CPD grants coordinator will maintain copies of training records, work samples, procurement records and data summaries provided by the DV Investigator and project director. The grants coordinator will compile the quarterly PMT and semi-annual progress reports. Concerns regarding compliance, budget revisions or other adjustments will be reviewed by the City's Grants Compliance Manager and Senior Accountant prior to the obligation of funds.

PROGRAM NARRATIVE

Total Population for county(ies):	
Or City/Town:	133,579
Site source of information	http://www.charleston-sc.gov/index.aspx?ni

Agency Information: (for Law Enforcement Agencies ONLY)

Number of regular full-time officers in implementing agency:	458
Number of regular part-time officers in implementing agency:	0
Number of reserve officers in implementing agency:	4
Total number of personnel in implementing agency:	578

GRANT-FUNDED PERSONNEL TRAINING: A formal training plan should be prepared for grant-funded personnel to provide qualification training necessary to adequately implement the first year of the grant project. For continuation grant projects, sustainment-training needs are encouraged and expected. Cite the training plan and training courses below.

Thanks to the initial and second-year grant-funding, the DV Investigator has attended specialized training in DV investigation and DV sociology.

The CPD has requested funding in this grant application for the DV Investigator to receive specialized training in strangulation. The Training Institute on Strangulation Prevention offers and advanced course that covers medical signs and investigative measures. The course is held around the country. However, budget estimates are based on the 2016 course offered in San Diego, CA [SEE: Advanced Strangulation].

PROJECT CONTINUATION POTENTIAL: Explain how the project activity will be continued after federal assistance is no longer available.

The Charleston Police Department will fold the DV Investigator salary and benefits into its general operating budget in order to continue this position in the Family Violence Unit.

Implementation Tasks	Person Responsible	Implementation Proposed (Proposed Quarters) 1 Qtr	2 Qtr	3 Qtr	4 Qtr
Acceptance of Grant and Special Conditions	Grants Coordinator	X			
Continuation of DV Investigator Position	Project Director/HR	X			
Schedule Job-Related Training	DV Investigator		X		
Draft and Gain Approval of DV Information Materials	DV Investigator		X	X	
Print and Disseminate DV Booklets to Officers	DV Investigator				X
Comply with Quarterly and Annual Reporting	Grants Coordinator	X	X	X	X

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

JUSTICE ASSISTANCE GRANT PROGRAM
TERMS AND CONDITIONS

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

GRANT NO. 1G15035

CERTIFICATION BY PROJECT DIRECTOR *

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

Prefix: Major
First Name: Naomi
Middle Name:
Last Name: Broughton
Suffix:
Title: ~~Major~~ Deputy Chief
Agency: Charleston Police Department
Mailing Address: 180 Lockwood Blvd
City: Charleston
State: South Carolina
10 Digit Zip: 29403-5152
Phone Number: 843-720-2418
Fax Number: 843-579-7518
E-Mail Address: broughtonn@charleston-sc.gov
Signature: Major Naomi Broughton
Bonded: **Yes**

CERTIFICATION BY FINANCIAL OFFICER *

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

Prefix: Mrs.
First Name: ~~Stephen~~ AMY
Middle Name: ~~A.~~ K.
Last Name: ~~Bedard~~ WHARTON
Suffix:
Title: Chief Financial Officer
Agency: City of Charleston

Mailing Address	116 Meeting Street
City:	Charleston
State:	South Carolina
10 Digit Zip:	29401-2260
Phone Number:	843-579-7529
Fax Number:	843-720-3901
E-Mail Address:	bedards@charleston-sc.gov
Signature:	

Bonded: **Yes**

JUSTICE ASSISTANCE GRANT PROGRAM
TERMS AND CONDITIONS

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

GRANT NO. 1G15035

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN *

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

The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.

Prefix:	The Honorable
First Name:	John
Middle Name:	
Last Name:	Tecklenburg
Suffix:	
Title:	Mayor
Agency:	City of Charleston
Mailing Address:	80 Broad Street
City:	Charleston
State:	South Carolina
10 Digit Zip:	29401-2260
Phone Number:	843-724-3739
Fax Number:	843-720-3827
E-Mail Address:	tecklenburgj@charleston-sc.gov
Signature:	

Bonded: **Yes**

* **NOTE**: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA APPROVAL.

COMMITTEE / COUNCIL AGENDA

5.

TO: John J. Tecklenburg, Mayor

FROM: Amy Wharton **DEPT.** BFRC

SUBJECT: POLICE DEPARTMENT-U.S. DEPARTMENT OF JUSTICE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES

REQUEST: To approve submission of the COPS Hiring grant application in The amount of $1,250,000 for the City of Charleston Police Department for the hiring of 10 Police Officers

COMMITTEE OF COUNCIL: W&M **DATE:** July 19, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☒		☒
Cap. Proj. Cmte. Chair	☐	☐		☐
Police Department	☒	☐		☐
Grants Manager	☒	☐		☐

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Match required for three-year grant period is 35.39%: Year 1 (25%), Year 2 (35%), and Year 3 (40%)

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 J. TECKLENBURG
Mayor

GREGORY G. MULLEN
Chief of Police

POLICE DEPARTMENT

The Honorable John J. Tecklenburg
Mayor
City of Charleston
80 Broad Street
Charleston, South Carolina 29401

July 11, 2016

Dear Mayor Tecklenburg,

Please be advised that the City of Charleston's Police Department is pursuing funding from the US Department of Justice COPS Hiring Grant Program to hire 10 police officers. The funding request of $1,250,000 may be utilized to fund the salaries and benefits of additional sworn police officers. The application was due June 23, 2016 and thus, when it reaches your desk, would be considered after-the-fact approval.

The purpose for pursuing the funding is to augment the existing West Ashley Community Action Team ("CAT Team") with four new officers. The funding would also establish a John's Island CAT Team with four new officers. Finally, funding would support the Community Outreach Office with 2 new officers. This would allow the Community Outreach Office to provide even better customer service with local houses of worship, the coalition of organizations seeking to end homelessness, and many other partners in the area.

The funding is derived through a competitive grant program administered by the Department of Justice. The competition is available to state, local and tribal law enforcement agencies.

City of Charleston
South Carolina

JOHN J. TECKLENBURG
Mayor

GREGORY G. MULLEN
Chief of Police

POLICE DEPARTMENT

The funds are awarded in the form of a 3-year grant contract with a local match of 35.39%. Notification of the award will occur in September 2016 with an October 1, 2016 start date. Please contact me at 843-720-2400 or mulleng@charleston-sc.gov should you have any questions or concerns regarding the enclosed. Thank you for your ongoing support.

Very respectfully,

Gregory Mullen, Chief of Police

Enclosure

COPS Office Grant Application

SC01001

City of Charleston, SC Police Department

SECTION 1: COPS OFFICE GRANT PROGRAM REQUEST

Federal assistance is being requested under the following COPS Office program:

Verify the COPS Office grant program for which you are requesting federal assistance. A separate application must be completed for each COPS Office program for which you are applying. Please ensure that you read, understand, and agree to comply with the applicable grant terms and conditions as outlined in the COPS Office Application Guide before finalizing your selection.

The program you have selected is: COPS Hiring Program

SECTION 2: AGENCY ELIGIBILITY INFORMATION

A. Type of Agency (select one)

◉ **Law Enforcement**

○ **Non-Law Enforcement**

From the list below, please select the type of agency which best describes the applicant.

Law Enforcement Entities

Municipal Police

2A. CHP Eligibility Questions

In this section, we will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a COPS Hiring Program (CHP) grant. Please note that CHP applicants must have a police department that is operational as of June 20, 2016, or receive services through a new or existing contract for law enforcement services. Applicants must also maintain primary law enforcement authority for the population to be served.

In addition, if funds under this program are to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's department to receive services), the government agency wishing to receive law enforcement services must be the legal applicant in this application (although we will ask you to supply some information about the contract service provider later).

Part I. Law Enforcement Agency Operations

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

Q1) Is your agency established and currently operational?

Yes

Part II. Contracting to Receive Law Enforcement Services

Q1) If awarded, does your agency plan to use funds awarded under this grant to establish or supplement a written contract for law enforcement services (e.g., a town contracting for services with a nearby sheriff's department)?

No

Part III. Law Enforcement Agency Authority

An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s), respond to or investigate crimes within a correctional institution, serve warrants, provide courthouse security, transport prisoners, have cases referred to them for investigation or investigational support or only some combination of these.

Q1) Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

Yes

SECTION 3: GENERAL AGENCY INFORMATION

A. Applicant ORI Number SC01001

The ORI number is assigned by the FBI and is your agency's unique identifier. The COPS Office uses the first seven characters of this number. The first two letters are your state abbreviation, the next three numbers are your county's code, and the next two numbers identify your jurisdiction within your county. If you do not currently have an ORI number, the COPS Office will assign one to your agency for the purpose of tracking your grant. ORI numbers assigned to agencies by the COPS Office may end in "ZZ."

B. Applicant Data Universal Numbering System (DUNS) Number: 0779907860000

A Data Universal Numbering System (DUNS) number is required prior to submitting this application. A DUNS number is a unique nine or thirteen digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. For more information about how to obtain a DUNS number, please refer to the "How to Apply" section of the COPS Office Application Guide.

C. System for Award Management (SAM)

The System for Award Management (SAM) replaces the Central Contractor Registration (CCR) database as the repository for standard information about federal financial assistance applicants, recipients, and sub recipients. The U.S. Department of Justice requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Please note that applicants must update or renew their SAM registration at least once a year to maintain active status.

Applicants that were previously registered in the CCR database must, at a minimum:

Create a SAM account

Log into SAM and migrate permissions to the SAM account (all the entity registrations and records should already have been migrated).

Applicants that were not previously registered in the CCR database must register in SAM prior to registering in Grants.gov. Information about SAM Registration procedures can be accessed at http://www.sam.gov.

For more information about how to register with SAM, please refer to the "How to Apply" section of the COPS Office Application Guide.

Your SAM Registration is set to expire on: 05/09/2017

Please enter date in MM/DD/YYYY format.

Note: If your SAM registration is set to expire prior to September 30, 2016, please renew your SAM Registration prior to completing this application. Contact the SAM Service Desk at 866-606-8220 or view/update your registration information at http://www.sam.gov

D. Geographic Names Information System (GNIS) ID: 2404030

Please enter your Geographic Names Information System (GNIS) Identification Number. This is a unique ID assigned to all geographic entities by the U.S. Geological Survey. To look up your GNIS Feature ID, please go to the website: http://geonames.usgs.gov/domestic/index.html. For more information about how to obtain a GNIS number, please refer to the "How to Apply" section of the COPS Office Application Guide.

E. Cognizant Federal Agency: Department of Housing and Urban Development

Select the legal applicant's Cognizant Federal Agency. A Cognizant Federal Agency, generally, is the federal agency from which your jurisdiction receives the most federal funding. Your Cognizant Federal Agency also may have been previously designated by the Office of Management and Budget. Applicants that have never received federal funding should select "Department of Justice" as the Cognizant Federal Agency.

F. Fiscal Year: From 01/01/2016 to 12/31/2016

Please enter date in MM/DD/YYYY format.

G. Law Enforcement Agency Sworn Force Information

1. Enter the Fiscal Year Budgeted Sworn Force Strength for the current fiscal year below. The budgeted number of sworn officer positions is the number of sworn positions funded in your agency's budget, including funded but frozen positions, as well as state, Bureau of Indian Affairs, or locally funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers.

a. Number of officers funded in agency's current fiscal year budget:

Full-Time: 458

Part-Time: 0

H. Civilian Staffing

1. Enter the number of civilian positions funded in agency's current fiscal year budget:

a. Number of civilian positions funded in agency's current fiscal year budget:

Full-Time: 117

Part-Time: 3

I. U.S. Department of Justice and Other Federal Funding

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal grants that support the same or similar activities or services for which grant funding is being requested under this application.

Be advised that as a general rule COPS Office grant funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate. To aid the COPS Office in the prevention of awarding potentially duplicative funding, please indicate whether your agency has a pending application or an active grant with any other federal funding source (e.g. direct federal funding or indirect federal funding through state sub awarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application. (check all that apply):

Bureau of Justice Assistance (BJA)

- ☑ Pending Application
- ☐ Active Grant

Office of Justice Programs (OJP)

- ☑ Pending Application
- ☑ Active Grant

Office of Juvenile Justice and Delinquency Prevention (OJJDP)

- ☐ Pending Application
- ☐ Active Grant

Office on Violence Against Women (OVW)

- ☑ Pending Application
- ☐ Active Grant

National Institute of Justice (NIJ)

- ☐ Pending Application
- ☐ Active Grant

Office for Victims of Crime (OVC)

- ☑ Pending Application
- ☐ Active Grant

Other U.S. Department of Justice Funding

- ☐ Pending Application
- ☐ Active Grant

Other Federal or State Sub-awarded Funding

- ☐ Pending Application
- ☑ Active Grant

Please specify the other Federal or State Sub awarded funding source(s)

SC Department of Public Safety

SC State Law Enforcement Division

☐ No Federal or State Sub-awarded Funding

SECTION 4: EXECUTIVE INFORMATION

Note: Listing individuals without ultimate programmatic and financial authority for the grant could delay the review of your application, or remove your application from consideration.

A. Law Enforcement Executive/Agency Executive Information:

For Law Enforcement Agencies: This is the highest ranking law enforcement official within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent). The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770. For Non-Law Enforcement Agencies: This is the highest ranking individual in the applicant agency (e.g., chief executive officer, president, chairperson, director) who has the authority to apply for this grant on behalf of the applicant agency. If the grant is awarded, this position will ultimately be responsible for the programmatic implementation of the award. The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770.

Title: Chief of Police

First Name: Gregory MI: G Last Name: Mullen Suffix:

Agency Name: City of Charleston, SC Police Department

Street1: 180 Lockwood Boulevard

Street2:

City: Charleston State: SC Zip / Postal Code: 29403

Telephone Number: 8437202430 Fax: 8435797518 Email: mulleng@charleston-sc.gov

Edit Contact Information

If your agency previously indicated in Section 2, that if awarded, this grant would be used in a written contracting arrangement to receive law enforcement services (e.g., a town which is contracting with a neighboring sheriff's department to receive services), then question 4A, should display the executive information for the agency which will be providing the law enforcement services under this grant (e.g., Sheriff). Question 4B should display the executive information for the government agency which will be receiving the law enforcement services under this grant (i.e., Mayor, City Manager, etc.). Before proceeding with this application, we ask that you please log onto the COPS Office Agency Portal to update the agency providing law enforcement services as your Law Enforcement Executive/Agency Executive Information. This information will be used to populate Section 4 of this application, so please ensure its accuracy.

B. Government Executive/Financial Official Information:

For Government Agencies: This is the highest ranking government official within your jurisdiction (e.g., mayor, city administrator, or equivalent). The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770. For Non-Government Agencies: This is the financial official who has the authority to apply for this grant on behalf of the applicant agency (e.g., chief financial officer, treasurer). If the grant is awarded, this position will ultimately be responsible for the financial management of the award. Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable. The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770.

Title: Mayor

First Name: John MI: J Last Name: Tecklenburg Suffix:

Agency Name: City of Charleston, SC Police Department

Street1: 80 Broad Street

Street2:

City: Charleston State: SC Zip / Postal Code: 29401

Telephone Number: 8437243737 Fax: 8437203827 Email: tecklenburgj@charleston-sc.gov

Edit Contact Information

C. Application Contact Information:

Application Contact: Enter the application contact's name and contact information.

Title: Grants Coordinator

First Name: Ann-Marie MI: Last Name: Quinn Suffix: Select One...

Agency Name: City of Charleston

Street1: 180 Lockwood Drive

Street2:

City: Charleston State: SC Zip / Postal Code: 29403

Telephone Number: 843-720-3782 Fax: 843-579-7518 Email: quinna@charleston-sc.gov

SECTION 5A: COPS HIRING PROGRAM OFFICER REQUEST

Part I

Enter the Fiscal Year Actual Sworn Force Strength as of the date of this application. The actual number of sworn officer positions is the actual number of sworn positions employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.

Number of officers employed by your agency as of the date of this application:

Full-Time:

439

Part-Time:

0

What is the actual population your department serves as the primary law enforcement entity?

137447

This may or may not be the same as your census population. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic boundaries or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

For FY 2016 COPS Hiring Program (CHP) applicants are eligible to apply for the number of officers equal to 5% of their actual sworn force strength up to a maximum of 25 officers. Agencies with a sworn force of twenty or fewer officers may apply for one (1) officer position. Agencies with a service population of 1 million or more may apply for up to 25 officer positions; however, agencies with a service population less than 1 million may apply for up to 15 officer positions.

FY 2016 CHP grant funds cover 75 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer for three years (36 months) up to $125,000 per officer position. CHP grant funding will be based on your agency's current entry-level salaries and fringe benefits for full-time sworn officers.

If your agency requests officers to be deployed as school resource officers (SRO), ALL OF THE OFFICER POSITIONS REQUESTED BELOW MUST BE USED TO DEPLOY FULL-TIME school resource officers. Applicants in this focus area are encouraged to refer to Recommendation 4.6 in the Interim Report of the President's Task Force on 21st Century Policing for suggested actions to incorporate into your proposed community policing strategy. [http://cops.usdoj.gov/pdf/taskforce/TaskForce_FinalReport.pdf] Do not request more officer positions than your agency can expect to deploy in this capacity. A "school resource officer" is a career law enforcement officer, with sworn authority, who is engaged in community policing activities and is assigned by the employing agency to work in collaboration with schools. If awarded a grant for SRO position(s), please note that the COPS Office requires that the officer(s) deployed into the SRO position(s) spend a minimum of 75 percent of their time in and around primary and secondary schools working on school and youth-related activities. The placement of law enforcement officers in school carries a risk of contributing to a "school-to-prison pipeline" process where students are arrested or cited for minor, non-violent behavioral violations and then diverted to the juvenile court system. This pipeline wastes community resources and can lead to academic failure and greater recidivism rates for these students. If awarded, the grantee will agree that any officers deployed while implementing School-based Policing under the COPS Hiring Program grant may not be involved in the administrative discipline of the students.

There must be an increase in the level of community policing activities performed in and around primary or secondary schools in the agency's jurisdiction as a result of the grant. The time commitment of the funded officers must be above and beyond the amount of time that the agency devoted to the schools before receiving the grant. Grantees using CHP funding to hire or deploy school resource officers into schools agree that a signed memorandum of understanding (MOU) between the law enforcement agency and the school partner(s) must be submitted to the COPS Office before obligating or drawing down funds under this award. An MOU is not required at time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be submitted as an attachment in Section 13 of the grant application. The MOU must contain the following; the purpose of the MOU, clearly defined roles and responsibilities of the school district and the law enforcement agency focusing officers' roles on safety, information sharing, supervision responsibility, and chain of command for the SRO and signatures. If awarded, grantee will agree that the MOU must be submitted to the COPS Office 90 days from the date shown on the award congratulatory letter . Implementation of the COPS Hiring Program grant without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

In addition, in Section 6B, you must select "School Based Policing through School Resource Officers" under "Child and Youth Safety Focus" as your focus area.

Is your agency requesting that all of these officer positions be deployed as school resource officers (SROs)?

No

Based on the information provided in this application:

Your agency is eligible to apply for up to the number of officer position(s) shown below.

15

How many entry-level, full-time officer positions is your agency requesting in this application?

10

IMPORTANT: If you later return to this section of the application and change the above number of officers you are requesting, you must then go to Section 14A, Part 1 to allow the application to recalculate your budget figures. You will also need to adjust your projection of your Federal/Local share costs in the chart located in Section 14A, Part 3. Failure to do this will cause a conflict in your budget submission. Next, your agency must allocate the number of positions requested under each of the three hiring categories described below based on your agency's current needs at the time of this application. Please be mindful of the initial three-year grant period, and your agency's ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures. CHP grant awards will be made for officer positions requested in each of the three hiring categories, and grantees are required to use awarded funds for the specific categories awarded.

It is imperative that your agency understand that the COPS Office statutory nonsupplanting requirement mandates that grant funds may only be used to supplement (increase) a grantee's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a grantee otherwise would have spent on officer positions if it had not received a grant award. This means that if your agency plans to

(a) hire new officer positions (including filling existing vacancies that are no longer funded in your agency's budget): It must hire these new additional positions on or after the official grant award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the grant owner's manual.

(b) rehire officers who have been laid off by any jurisdiction as a result of state, local, or tribal budget reductions: It must rehire the officers on or after the official grant award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in detail in the grant owner's manual.

(c) Rehire officers who are (at the time of application) currently scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or tribal budget reductions: It must continue to fund the officers with its own funds from the grant award start date until the date of the scheduled lay-off (for example, if the CHP award start date is September 1 and the lay-offs are scheduled for November 1, then the CHP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off); identify the number and date(s) of the scheduled lay-off(s) in this application (see below); maintain documentation showing the date(s) and reason(s) for the lay-off; and otherwise comply with the nonsupplanting requirement as described in detail in the grant owner's manual. [Please note that as long as your agency can document the date that the lay-off(s) would occur if CHP funds were not available, it may transfer the officers to the CHP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.]

Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHP grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officers regarding the date(s) of the lay-offs; or budget documents ordering departmental or jurisdiction-wide budget reductions. These records must be maintained with your agency's CHP grant records during the grant period and for three years following the official closeout of the CHP grant in the event of an audit, monitoring, or other evaluation of your grant compliance.

If your agency's request is funded, your agency will have the opportunity after the award announcement to request a grant modification to move awarded funding into the category or categories that meet your agency's law enforcement needs at that time (including updating the dates of future scheduled lay-offs).

If you need additional information regarding requesting a modification, please contact the COPS Office Response Center at 1-800-421-6770.

Category A: New, additional officer positions (including filling existing vacancies no longer funded in your agency's budget).

Category A Request:

10

Category B: Rehire officers laid off (from any jurisdiction) as a result of state or local budget reductions.

Category B Request:

0

Category C: Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state or local budget reductions.

We also need some information about when the layoff of officers in this category is scheduled to occur. In the space below, please indicate when the officer (s) specified in this category are scheduled to be laid off.

To enter your information, click "Add a New Officer Layoff". To save your submission, click "Save" before moving to the next section.

Number of Officers	Date these officers are scheduled to be laid off	Action

Add a New Officer Layoff

Total Category C Request: 0

Part 3

As noted previously, the number of officers an applicant can request under the COPS Hiring Program in 2016 is capped. However, the COPS Office is interested in learning more about the overall need for officer positions within your department. Therefore, if no officer caps were in place, what is the total number of officers that your agency would be requesting in this application?

Hire

10

Re-Hires

0

Lay Off

0

Part 4

1. Under the 2016 COPS Hiring Program, applicants are not required to hire post-September 11, 2001 military veterans as new hires. However, the COPS Office supports the Attorney General's commitment to hiring military veterans whenever possible. Please note that if your agency checks "yes" to the question below, your agency will be required to maintain documentation that it made every effort possible (consistent with your internal procedures and policies) to hire at least one military veteran.

Does your agency commit to hire and/or rehire at least one post-September 11, 2001 military veteran (as defined in the Application Guide) for the officer position(s) you have requested?

○ Yes

◉ No

Part 5

The following questions will help Congress and the U.S. Department of Justice identify potential gaps in training. This information will not be used in the scoring/evaluation of your application.

1. On average how many hours of IN-SERVICE (non recruit) training (e.g. FTO, continuing professional education, roll call, standard) are required annually for each of your agency's officers/deputies in the following categories (if none, please indicate 0 hours)?

Use of force (hours) 15

De-escalation of conflict (hours) 2

Racial and ethnic bias that includes elements of implicit/unconscious bias (hours) 2

Gender bias in response to domestic violence and sexual assault (hours) 0

Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours) 1

Community engagement (e.g., community policing and problem solving)(hours) 0

2. Does your agency administer a police training academy?

No

SECTION 6B: LAW ENFORCEMENT & COMMUNITY POLICING STRATEGY

Community Policing Strategy

COPS Office grants must be used to reorient the mission and activities of law enforcement agencies through initiating community policing or enhancing their involvement in community policing with the officers hired under this grant program or an equal number of veteran officers who have been redeployed to implement this plan after hiring the entry-level COPS Office-funded officers. If awarded funds, your responses to sections II(a) and II(b) that follow will constitute your agency's community policing strategy under this grant. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this strategy. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving and community policing implementation tools. Please note that the COPS Office recognizes that your COPS Office-funded officer(s) (or an equal number of veteran officers who are redeployed after hiring the entry-level COPS Office-funded officers) will engage in a variety of community policing activities and strategies, including participating in some or all aspects of your identified

community policing strategy. Your community-policing strategy may be influenced and impacted by others within and outside of your organization; this is considered beneficial to your community policing efforts.

At any time during your grant, you should be prepared to demonstrate (1) the community policing activities engaged in prior to the grant award that are detailed in section I of this application and (2) how the grant funds and grant-funded officers (or an equal number of redeployed veteran officers) were specifically used to enhance (increase) or initiate community policing activities according to your community policing strategy contained in sections II (a) and II (b) of this application.

Finally, we also understand that your community policing needs may change during the life of your grant. Minor changes to this strategy may be made without prior approval of the COPS Office; however, grantees will be required to report on progress and changes to the community policing strategy (if any) through required progress reports. If your agency's community policing strategy changes significantly, you must submit those changes to the COPS Office for approval. Changes are significant if they deviate from the specific crime problems(s) originally identified and approved in the community policing strategy submitted with the application. In some cases, changes to the approved community policing approaches may also be deemed significant and may require approval of a modified community policing strategy by the COPS Office, depending on the scope and nature of those changes as identified in the quarterly progress reports.

The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving. Please refer to the COPS Office web site (http://www.cops.usdoj.gov) for further information regarding this definition.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime.

The COPS Office has completed the development of a comprehensive community policing self-assessment tool for use by law enforcement agencies. Based on this work, we have developed the following list of primary sub-elements of community policing. Please refer to the COPS Office web site (http://www.cops.usdoj.gov) for further information regarding these sub-elements.

Community Partnerships:

Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police.

Other Government Agencies

Community Members/Groups

Non-Profits/Service Providers

Private Businesses

Media

Organizational Transformation:

The alignment of organizational management, structure, personnel and information systems to support community partnerships and proactive problem-solving efforts.

Agency Management

Climate and culture

Leadership

Labor relations

Decision-making

Strategic planning

Policies

Organizational evaluations

Transparency

Organizational Structure

Geographic assignment of officers

Despecialization

Resources and finances

Personnel

Recruitment, hiring and selection

Personnel supervision/evaluations

Training

Information Systems (Technology)

Communication/access to data

Quality and accuracy of data

Problem Solving:

The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated.

Scanning: Identifying and prioritizing problems

Analysis: Analyzing problems

Response: Responding to problems

Assessment: Assessing problem-solving initiatives

Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

I. Current Organizational Commitment to Community Policing

1) For each of the following statements, please answer in terms of existing agency policies and practices as they relate to collaborative partnerships and problem solving activities. Please check all that apply.

ACTIVITY	Community Partnerships	Problem Solving
Q1a. The agency mission statement, vision, or goals includes references to:	☑	☑
Q1b. The agency strategic plan includes specific goals or objectives relating to:	☑	☑
Q1c. The agency recruitment, selection and hiring processes include elements relating to:	☑	☑
Q1d. Annual line officers evaluations assess performance in:	☑	☑
Q1e. Line officers receive regular (at least once every two years) training in:	☑	☑

2) Which of the following internal management practices does your agency currently employ? Please check all that apply.

☑ Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens
☑ Assignment of officers to geographic hot spots that are defined statistically by creating incident maps to identify geographic clustering of crime and disorder
☑ In-service training for officers on basic and advanced community policing principles
☐ Early Intervention Systems that help identify officers who may be showing signs of stress, personal problem, and questionable work conduct
☐ Alternatives to formal disciplinary practices that encourage ethical behavior
☐ None of the above

3) Which of the following do you count/measure to annually assess your agency's overall performance? Please check all that apply.

☑ Response times
☑ Reported crimes
☑ Reported incidents
☑ Arrests and citations
☑ Problem solving outcomes
☐ Department employee satisfaction
☑ Clearance rates
☑ Complaints of officer behavior
☑ Reduction of crime in identified hot spots
☑ Repeat calls for service
☑ Social disorder/nuisance problems (e.g., graffiti, panhandling, loitering)
☑ Satisfaction with police services
☐ Fear of crime
☐ Victimization (i.e, non-reported crime)
☑ Community meetings held/attended
☑ Use of force incidents
☑ Meeting the priorities as identified in your agency strategic plan
☐ My agency does not conduct annual assessments of overall performance

4) Through which of the following does your agency routinely share information with community members? Please check all that apply.

☑ Neighborhood, beat, and/or school meetings
☑ Local media outlets
☐ Agency newsletter
☐ Neighborhood newsletters
☑ Agency website
☑ Social networking (Blogs, Twitter feeds, Facebook pages, etc.)
☑ Citizen alert system (telephone, email, text, etc.)
☐ Citizen alert system that is geographically targeted, based on updated hot spots
☑ Public access television/radio
☑ Community organization board membership
☑ Public forums with chief/sheriff/command staff
☑ Posters, billboards, flyers
☐ None of the above

5) Through which of the following ways does your agency formally involve community members in influencing agency practices and operations? Please check all that apply.

☑ Citizen police academies
☑ Volunteer activities
☑ Auxiliary police programs
☐ Civilian review boards (i.e. disciplinary review boards)
☑ Citizen advisory groups (i.e. informal advisory function)

- [x] Involvement in hiring decisions (interview panels, selection boards, etc.)
- [ ] Involvement in contributing to annual line officer performance reviews
- [x] Representation on promotional boards
- [ ] Participation in accountability and performance reporting and tracking meetings
- [ ] Participation in complaint resolution process (formal mediation, disciplinary boards, etc.)
- [ ] None of the above

II(a) Proposed Community Policing Strategy: Problem Solving and Partnerships

COPS Office grants must be used to initiate or enhance community policing activities with either the newly hired officers funded by this grant program or an equivalent number of veteran officers who are redeployed to implement this community policing strategy after hiring the additional entry-level officers with COPS Office grant funds. In this section you will be asked to identify the crime and disorder problem/focus area and the partners to be engaged through your requested COPS Office funding. Identifying the specific problem/focus area and partnerships that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program and to ensure that ultimately the additional grant-funded officers (or equivalent number of redeployed veteran officers) will initiate or enhance your agency's capacity to implement community policing strategies and approaches.

6) Using the following list, select a problem/focus area that will be addressed by the officers requested in this application. Please choose the option that best fits your problem. You may select one problem/focus area to address through this grant funding.

When identifying a problem, it is important to think about the nature of similar incidents that taken together comprise the problem and accordingly describe it in precise, specific terms (e.g. "burglary of retail establishments", rather than just "burglary"). In doing this, it can be helpful to consider all aspects of the problem, including the likely offenders, the suitable targets/victims, and how these come together in time and space.

Child and Youth Safety Focus

- [ ] Child Sexual Predators and Internet Safety
- [ ] Children Exposed to Violence
- [ ] Youth Crime and Delinquency

Child and Youth Safety Focus

School Based Policing through School Resource Officers

By selecting this focus area, your agency is committing that if awarded, all officer positions requested in this application (or an equivalent number of redeployed veteran officers) will be used to deploy school resource officers and address problems in and around primary and secondary schools.

Please specify the areas the school resource officer(s) would address (check all that apply):

- [ ] Address crime problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school;
- [ ] Develop or expand crime prevention efforts for students;
- [ ] Educate youth in crime prevention and safety;
- [ ] Develop or expand community justice initiatives for students;
- [ ] Train students in conflict resolution, restorative justice, and crime awareness;
- [ ] Assist in the identification of physical changes in the environment that may reduce crime in or around the school;
- [ ] Assist in developing school policy that addresses crime and to recommend procedural changes to enhance school safety.
- [ ] Other Area

(Please Specify Other Area)

- [ ] Other Child and Youth Safety Focus (please specify)

Drug Related Problems

- [ ] Drug Manufacturing/Trafficking
- [ ] Drug Dealing
- [ ] Drug Abuse
- [ ] Other Drug Related Problem (please specify)

Homeland Security Problems

- [ ] Protecting Critical Infrastructure Problems
- [ ] Information or Intelligence Problems
- [ ] Other Homeland Security Problem (please specify)

Non-Violent Crime Problems

- [ ] Burglary
- [ ] Fraud
- [ ] Larceny/Theft (Non-Motor Vehicle)
- [ ] Motor Vehicle Theft/Theft from Motor Vehicle
- [ ] Vandalism
- [ ] Social Disorder

☐ Quality of Life Problem

☐ Prostitution

☐ Other Non-Violent Crime Problem (please specify)

Building Trust Applicants selecting any of the following Building Trust Focus Areas are encouraged to refer to the Interim Report of the President's Task Force on 21st Century Policing for suggested actions to incorporate into your proposed community policing strategy. [http://cops.usdoj.gov/pdf/taskforce/Interim_TF_Report.pdf]

☐ Impartial Policing

☐ Transparency

☐ Fairness and Respect

☑ Community Engagement

If selected: Please specify your community engagement focus; for example: community outreach mechanisms (i.e. website, social media, reverse 311), regular or effective community meetings, and interaction with or knowledge about community stakeholders.

Community Action Teams, House of Worship, & Homelessness Coalition Liaisons

☐ Diversifying Police Departments

☐ Other Building Trust Focus (please specify)

Traffic/Pedestrian Safety Problems

☐ Traffic Congestion

☐ Pedestrian Safety

☐ Driver Safety

☐ Traffic Accidents

☐ Other Traffic/Pedestrian Safety Problem (please specify)

Violent Crime Problems

☐ Assault

☐ Homicide

☐ Rape

☐ Robbery

☐ Domestic/Family Violence

☐ Gun Violence

☐ Other Violent Crime Problem (please specify)

6a) Briefly describe the problem/focus area that you will address with these grant funds and your approach to the problem. [4,000 characters or less]

City of Charleston Police Department (CPD) requests funds to create 10 positions in 3 program areas. The first change would be to bolster the West Ashley Team 4 Community Action Team ("CAT TEAM"). The second would be to create a new CAT Team in the John's Island area of the City. Lastly, the third change would be to introduce 2 new officers to the CPD's new Community Outreach Office. Together, these internal changes would allow the CPD the capacity to strengthen ties with communities, better manage partnerships and events, and develop needed stills for supporting at-risk groups. In sum, the internal changes would allow the CPD to BUILD TRUST with the citizens of Charleston.

The CPD has had a successful history managing COPS grants and using those awards to enhance community policing. The CPD was awarded a 2009 and 2013 COPS Hiring Grant (CHP). The awards allowed the CPD to create two Community Action Teams (CATs). CAT 1 and CAT 4 provide additional coverage in Team 1 (Upper Downtown) and Team 4 (West Ashley) patrol areas. A CAT team is comprised of a supervisor and seven (7) officers. The CAT officers provide a professional proactive level of law enforcement and problem solving. The officers know the residents of the community that they serve and build relationships to create a partnership to prevent crime. They conduct foot and bicycle patrols, meet with property managers and owners, attend community meetings, and participate in community and school events. They collaborate with residents to identify and solve problems ranging from violent crimes to educational activities for children. CAT teams have been a successful practice in 2 areas of the City (West Ashley & Eastside/Bridgeview). Therefore, the CPD would like to expand upon this service to reach additional residents.

There are several demands that the CPD is presently facing. The first issue is that City is growing both in geography and population. From 2010-2013, the City population increased by 30%. This growth reflects actual residents, not the enormous influx of tourists that swells the population into the millions. Additionally, from 2010-2015, the City annexed 1,629.81 acres of land. Much of the growth occurred in large West Ashley area and John's Island. This growth means a higher call volume and more mileage to cover, which places demands on current staffing levels. With a new CAT team on John's Island (+4 officers) and a more robust CAT team in West Ashley (+4 officers), the CPD would be better staffed to provide face-to-face service and neighborly interactions with residents.
Secondly, the City in general is becoming more aware of special needs groups. These groups include the City's homeless population, those citizens suffering from mental diseases, a diverse array of Houses of Worship (HoW), and the neighborhoods in the middle of major revitalization plans. Community policing principles, neighborhood revitalization, and the tragic Emanuel AME Church massacre has encouraged the CPD to take its existing community programs a step further.

In conclusion, the CPD request funds to support its community trust-building efforts. An additional 4 officers in the West Ashley CAT Team, 4 officers to form a new John's Island CAT team, and 2 officers to work directly with the Homelessness Coalition and local HoW relationships would be an immeasurable asset to the community.

6b) Will the problem/focus area described above be addressed with an explicit place-based strategy (e.g. hot-spot policing) that targets specific addresses or locations with a disproportionate share of crime or disorder?

- (●) Yes
- ( ) No

6c) Which of the following activities will your agency and officers hired under this grant (or an equivalent number of redeployed veteran officers) engage in as it pertains to your identified crime hot spot? (please check all that apply):

- [x] Enhance enforcement efforts (sweeps or increased patrol)
- [ ] Targeted community alerts
- [x] Prevention efforts directed at high-risk victims
- [x] Prevention efforts directed at high-risk offenders
- [ ] On-going identification of crime concentrations by qualified analysts
- [ ] Formal evaluations of the effectiveness of interventions (e.g. using pre/post-test and/or comparison groups)
- [ ] None of the above

7) Which of the following information sources did you use to prioritize this problem/focus area as a problem/focus area to address through this grant program (please check all that apply):

- [x] Police department data (e.g. police reports, calls for service, crime data, citizen complaints)
- [x] Agency personnel (e.g. officer feedback, command staff priorities)
- [x] Other local non-law enforcement government agency data
- [x] Community based organizations (e.g. faith based, non-profits, social service providers)
- [ ] Local businesses
- [ ] Individual community members/community meetings
- [ ] Community survey
- [ ] Local government officials
- [ ] The media
- [ ] None of the above

8) If awarded funds, my agency will improve our understanding of this problem/focus area by examining (please check all that apply):

- [x] Routinely collected law enforcement data/information related to the problem (e.g. arrest, incident reports, calls for service)

☑ The location and/or time aspects of the problem/focus area (e.g. mapping)
☑ The conditions and environmental factors related to the problem/focus area
☑ The strengths and limitations of current responses to the problem/focus area
☐ Non-law enforcement data/information related to the problem/focus area (e.g. insurance crash data, other government agency data, census data, survey data)
☑ Existing research and best practices related to the problem/focus area
☑ Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)
☐ Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records)
☐ Information about victims affected by the problem/focus area (e.g. crime reports, victim interviews)
☐ Strengths and weaknesses of previous responses to the problem/focus area
☐ None of the above

9) If awarded funds my agency will use the following information sources to assess our response to this problem/focus area to determine whether the response was implemented and achieved the desired outcomes(please check all that apply):

☑ Routinely collected law enforcement data/information related to the problem/focus area (e.g. arrests, incident reports, calls for service)
☑ Data/information regarding whether the response was implemented as planned
☑ Police data collected for this specific problem/focus area (e.g. problem-specific surveys, field interview contact cards)
☐ Non-police data/information related to the problem/focus area(e.g. insurance crash data, other government agency data, census data, survey data)
☑ Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)
☐ Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records, probation/parole data)
☐ Information about victims and/or stake holders affected by the problem/focus area (e.g. crime reports, victim interviews)
☐ None of the above

10) To the best of your ability at this time, please select from the below list what your primary goals are in responding to your selected problem/focus area (please select up to 3):

☐ Eliminating the problem/focus area
☑ Reducing the number of incidents
☑ Increasing public trust in your agency
☐ Reducing the seriousness of the incidents or the amount of harm
☐ Reducing the number of victims and repeat victims
☐ Reducing the number of offenders and repeat offenders
☐ Moving the problem/focus area to another area
☐ Getting other agencies and stake holders to assume responsibility for the problem/focus area
☑ Improving the response to the problem/focus area (i.e. more comprehensive and coordinated way of dealing with the problem/focus area, providing better services to victims, or greater efficiency in dealing with the problem/focus area)
☐ Improving citizen perceptions of the problem/focus area
☐ Increasing the number of arrests/citations
☐ Reducing the number of calls for service
☐ None of the above

11) An important part of a comprehensive community policing strategy is the formation of partnerships, such as working with other public agencies, private organizations, or participation in regional law enforcement partnerships. If awarded funds, will your agency and the grant funded officers (or an equivalent number of redeployed veteran officers) initiate or enhance a partnership with an external group/organization to develop responses to this problem/focus area?

◉ Yes
○ No

11a) If awarded funds, how many external groups/organizations will your agency initiate or enhance a partnership with to develop responses to this problem/focus area?

2

11b) Name the most important external groups/organizations that your agency will initiate or enhance a partnership with to develop responses to this problem/focus area (maximum of three partners). Note: you may attach optional letters of this support from any or all of these prospective partners in Section 13 of the application. You will be limited to listing no more than three partners per public safety problem/focus area.

Partner Number	Partner Name	11c/11d	Action
1	Lowcountry Homeless Coalition	**11c) For this partner, please indicate the statement that best characterizes this partner:** ○ Local government agencies (non-law enforcement, e.g., probation/parole, parks and recreation, code enforcement) ◉ Community based organizations (e.g., faith based, community redevelopment groups, social service providers, resident associations) ○ Businesses operating in the community ○ Tribal law enforcement agencies ○ Federal, state, or local law enforcement agencies (non-tribal) including through multi-jurisdictional/regional partnerships	Edit Delete

		○ Local educational institutions (schools/colleges/universities) ○ Individual stakeholders (persons residing, working, or with an interest in the community or problem **11c) For this partner, please indicate the statement that best characterizes this partner:** ○ Local government agencies (non-law enforcement, e.g., probation/parole, parks and recreation, code enforcement) ◉ Community based organizations (e.g., faith based, community redevelopment groups, social service providers, resident associations)	
2	Local Houses of Worship (nondefi	○ Businesses operating in the community ○ Tribal law enforcement agencies ○ Federal, state, or local law enforcement agencies (non-tribal) including through multi-jurisdictional/regional partnerships ○ Local educational institutions (schools/colleges/universities) ○ Individual stakeholders (persons residing, working, or with an interest in the community or problem	Edit Delete

Add Partner

II(b) Proposed Community Policing Strategy: Organizational Transformation

COPS Office grants must be used to initiate or enhance community policing activities. In this section you will be asked to identify the organizational change (s) that your agency plans to focus on through your requested COPS Office funding. Identifying the specific organizational change(s) that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program, and to ensure that ultimately the use of these funds will initiate or enhance your agency's capacity to implement community policing approaches.

12) If awarded funds, will your agency initiate or enhance any of the following internal changes to personnel management? (Select no more than 2 internal changes to personnel management that will be addressed with these grant funds.)

☐ Flexibility in officer shift assignments to facilitate addressing specific problems

☑ Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens

Please provide a narrative for each internal change to personnel management identified (2,000 characters or less)

West Ashley
Specifically, the heavily trafficked roads and burgeoning commercial activity in West Ashley (Team 4 Patrol) have attracted a criminal element to the area [See: Team 4 Compstat Crimes]. The total number of robberies citywide in 2015 was 90. Twenty-seven incidents or 30% occurred in West Ashley. The total number of aggravated assaults in 2015 was 162. Over 37 % of these assaults occurred in West Ashley. Finally, West Ashley experienced over 40% of nonviolent crimes in Charleston, e.g. burglary, Motor Vehicle Theft, and Theft from a Motor Vehicle. The current Team 4 CAT Team patrols the neighborhoods with the highest concentration of assaults [See: Team 4 Community Action Teams Map] and drug arrests [See: Community Action Teams Map: Drug Arrests]. The high rate of incidents for these crimes demonstrates the issues that West Ashley citizens face. By enlarging the CAT team there with 4 officers, beat integrity could be expanded to include more residents and work shifts.

John's Island
Because John's Island is growing so rapidly and crime levels have not decreased in certain neighborhoods, the City believes that John's Island would benefit from its own CAT team. In John's Island, crime hotspots are a significant issue. John's Island is another booming area of the City of Charleston. About one third of John's Island has been annexed by the City of Charleston while the other two-thirds remain with Charleston County. A formally rural community, John's Island has quickly become a suburban extension of residents commuting to businesses in and around the Charleston Peninsula. While the numbers of assaults and robberies on John's Island have decreased, domestic violence and firearms offenses have remained stable. What is unique about crime this area is the number and variation in crime concentrated in small pockets of the community [See: John's Island Crimes Map: Violent & Property Crimes]. We believe the addition of a separate CAT team for the John's Island will decrease the frequency and severity of crimes committed.

☐ Recruitment and hiring practices that reflect an orientation towards problem solving and community engagement

☐ In-service training for officers on basic and advanced community policing principles

☐ Field training officer (FTO) programs that teach and test problem solving, community engagement, and critical thinking skills

☐ Further define and clarify community policing roles and expectations for officers

☐ Personnel evaluation systems that assess officer activities, accomplishments, and performance related to problem solving and community engagement

☐ Early intervention systems that help identify officers who may be showing early signs of stress, personal problems, and questionable work conduct

☐ First-line supervisory skills to support officer problem solving and community engagement activities

☐ Career development and/or promotional processes that reinforce problem solving and community engagement

☐ None of the above

13) If awarded funds, will your agency initiate or enhance any of the following internal changes to agency management? (Select up to 2 internal changes to agency management that will be addressed with these grant funds.)

☐ Agency mission statement, vision, and/or goals that reflect the core values of community policing

☐ Agency strategic plan that outlines the goals and objectives around community policing and other departmental priorities

☐ Organizational performance measurement systems that include community policing metrics, and conduct annual assessments of agency performance

☑ Technology systems that provide officers, analysts, and the community better and more timely access to data and information

Please provide a narrative for each internal change to agency management identified (2,000 characters or less)

The CPD employs Police 2 Citizen (P2C), Crime Analysis Plus (CA+), CompStat, COPLINK, ALASTAIR, and ArcGIS among others. These technology systems, coupled with surveillance cameras, ALPR's, dash-cameras, and body-worn cameras, are critical tools for hot-spot policing and crime analysis.

The CPD recognized in early 2014 that body-worn camera's (BWC) technology could increase public trust and provide timely access to data. In December 2014, CPD finalized its study of BWC models with the assistance through participation in the DHS-Booz/Allen/Hamilton SAVER program. In addition, Chief Gregory Mullen began advising the SC Legislature on the opportunity costs of BWC's. Thanks to these proactive efforts, the CPD issued its first phase of BWC's on the day following the AME Church massacre in June 2015 and will completely outfit its force by September 2016.

While conducting phased releases of the cameras, the CPD has worked closely with the community on the BWC technology. For external complaints that were captured on BWC, the complainant and family members are invited to view the footage together with the Professional Standards Office (PSO). Once viewed, the PSO officer acknowledges the citizen's needs and collaborates with them on their concerns. This practice has dramatically reduced the number of formal complaints, holds officers accountable for their police-citizen customer service, and provides an opportunity for concerned citizens to have their needs addressed in-person with specialized mediators. More generally, the BWC footage has become an invaluable piece of evidence that has allowed investigators to collect witness statements, support victim claims, and strengthen prosecution.

☐ Mediation strategies to resolve citizen complaints

☐ Collection, analysis, and use of crime data and information in support of problem solving goals

☐ Formal accreditation process

☐ System to capture and track problem solving and partnership efforts and activities

☐ An organizational assessment of community policing

☑ Level and frequency of communication with the community on crime problems and agency activities to enhance transparency

Please provide a narrative for each internal change to agency management identified (2,000 characters or less)

If awarded, the funds would be used to place 2 officers in the CPD Community Outreach Office. The mission of the Community Outreach Office is to change community perceptions in order to improve community/police relations by supporting family programming, place-based services, communicating on a variety of media platforms, and ensuring transparency. With 2 officers working alongside the 2 civilians in the office, the CPD would be better staffed to coordinate events and community partnerships. The 2 partnerships in particular are the Lowcountry Homeless Coalition and the body of local Houses of Worship (HoW's).

In the year since the Emanuel AME Church massacre, the CPD has responded and reassured HoW concerns in the area. For example, the City held an after-action session to understand the lessons and needs of the Charleston community in the aftermath of the June shootings. On February 18, 2015, the City hosted the DHS's Office for Civil Rights and Civil Liberties (DHS-CRCL). The CRCL presented and discussed local resources for Houses of Worship. It concluded with a meet-and-greet with local and federal administrators where members could request a consultation on their church's security plan. In attendance were representatives from Protestant, Sikh, Muslim, and Catholic organizations from as far as Columbia, SC. By adding officers to the Community Outreach Office, the CPD would better able to coordinate communication and referral services directly with local HoW's.

Staffing in the Community Outreach Office is also needed to address the City's need for new processes related to nonviolent frequent offenders and for the homeless population that makes up a large proportion of those offenders. In March 2016, Mayor Tecklenburg signed a resolution to relocate the homeless residents of "Tent City" to temporary shelter [See: Resolution]. The CPD has provided security and the City as a whole is working with Homeless Coalition members to help the affected citizens. The CPD is also in partnership with Charleston County as part of a MacArthur Foundation project to establish a triage center and to examine the disparate impact the justice system may have on homeless individuals [See: CJCC-Members]. Additional officers would act as liaisons with the Homeless Coalition and local justice improvement projects, among other community activities.

☐ None of the above

III. General Community Support and Engagement

14) Did your agency consult with any of the following groups/organizations on the development of this community policing strategy? Please check all that apply.

☑ Local government agencies (non-law enforcement, e.g.n probation/parole, parks and recreation, code enforcement)
☑ Community based organizations (e.g. faith based, community redevelopment groups, social service providers, resident associations)
☐ Businesses operating in the community
☐ Tribal law enforcement agencies (outside your jurisdiction)
☐ Other Federal, state, or local law enforcement agencies
☐ Multi-jurisdictional or regional task forces/partnerships
☐ Local educational institutions (schools/colleges/universities)
☐ Local government officials
☑ Individual stakeholders residing, working or with an interest in the community and/or problem
☐ None of the above

15) To what extent are there related governmental and/or community initiatives that complement your agency's proposed community policing strategy?

○ a) There are a significant number of related initiatives
○ b) There are a moderate number of related initiatives
◉ c) There are a minimal number of related initiatives
○ d) There are no related initiatives

16) To what extent is there community support in your jurisdiction for implementing the proposed community policing strategy?

◉ a) High level of support
○ b) Moderate level of support
○ c) Minimum level of support

17) If awarded funds, to what extent will the community policing strategy impact the other components of the criminal justice system in your jurisdiction?

○ a) Potentially decreased burden
○ b) No change in burden
◉ c) Potentially increased burden

SECTION 7: NEED FOR FEDERAL ASSISTANCE

A. Explanation of Need for Federal Assistance

All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 4,000 characters.]

The City of Charleston continues to address new and changing fiscal demands. Property taxes over the past decade have remained stagnant, while public safety expenditures have steadily increased. The Police Department was approved for a step increase in officer compensation. This was to remain a competitive employer in a demanding field and high-cost geography. Additionally, twenty-first century policing comes with financial burdens. For example, the Charleston Police Department will outfit 360 patrol officers with body-worn cameras by the end of 2016. The reoccurring costs for BWC licensing and storage added over $259,000 annually to an already demanding municipal technology budget. Finally, the frequency of natural disasters led to an increase in the City Emergency Fund. The costs of managing and recovering from the 2015 Emanuel AME Church massacre and the October Flooding disaster are never completely recuperated by federal assistance.

Additionally, high healthcare costs continue to be a challenge for the City and employers nationwide. The City's goal is to provide a competitive and comprehensive insurance package to its employees, and to manage cost without sacrificing service or care. The City is self-insured, so it has the ability to design its plan to include cost-saving innovations such as "Health Reimbursement Accounts" and other consumer-based cost management incentives, while eliminating the traditional PPO model plan. These initiatives resulted in a revised healthcare package that is not only more consumer driven, but also includes new wellness options and reduced costs for preventative care. For the first time in years, the City's healthcare costs are expected to be lower in 2016. Nevertheless, this is an anomaly. Healthcare costs had increased in every year prior.

Increasing Workers' Compensation costs, fueled by the cost of healthcare and by increases in the number of injuries, have been a concern for several years. The City developed the Safety Review Committee to increase awareness of Health and Safety among employees, reduce or eliminate workplace injuries, and to provide a safer work environment for all employees of the City of Charleston. Despite these efforts, the number of minor injuries did increase in 2015.

In conclusion, the City of Charleston and its Police Department have initiated changes that improve services and maintain competitiveness in today's market. In spite of these efforts, environmental factors such as natural disasters and the rise of healthcare costs continue to strain the City budget. In addition, the hidden costs of technological improvements continue to restrict the ability to expand personnel budgets and other initiatives. In sum, the City requests federal assistance to offset initial costs for the new officers.

B. Service Population

☑ 2. Check here if the population of the entity applying for this grant is not represented by U.S. Census figures (e.g., colleges, special agencies, school police departments, etc.).

2a. If the population of the entity applying for this grant is not represented by U.S. Census figures, please indicate the size of the population as of the latest available estimate:

137447

2b. Please indicate the source of this population estimate (e.g., website address):

http://www.charleston-sc.gov/index.aspx?nid=106

3. What is the actual population your department serves as the primary law enforcement entity? 137447

This may or may not be the same as the population specified above. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic boundaries or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

3a. If applicable, please explain why the service population differs from the census population:

The service population reflects both US Census Data and American Community Survey Data

C. Fiscal Health

1) Enter your law enforcement agency's total operating budget for the current AND previous two fiscal years. Please note: All figures must be rounded to the nearest whole dollar.

CURRENT FISCAL YEAR (2016) $ 49514024

PREVIOUS FISCAL YEAR (2015) $ 48895298

PREVIOUS FISCAL YEAR (2014) $ 44460564

2) Since January 1, 2015, what percentages of the following employees in your jurisdiction (city, county, state, tribal, university) have been reduced through lay-offs. Please note: All figures must be rounded to the nearest whole percent.

Civilian Law Enforcement Agency Personnel % 0

Sworn Law Enforcement Agency Personnel % 0

Other Government Agency Personnel % 14

3) The U.S. Census Bureau American Community Survey (ACS) provides multi-year poverty rate estimates for communities. Please go to the U.S. Census Bureau's American Fact Finder (http://FactFinder2.census.gov) to determine the percentage of individuals in poverty in your jurisdiction. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable." Please see the program Application Guide for additional information and help in using the American Fact Finder. Please note: All figures must be rounded to the nearest whole percent.

Percentage of individuals in poverty % 19

☐ Not Applicable:

4) The Bureau of Labor Statistics' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of unemployment for communities. Please go to the Bureau of Labor Statistics' LAUS website (http://www.bls.gov/lau/data.htm) to find detailed instructions for looking up your local area's unemployment rate. It may be necessary to select the nearest best match to your jurisdiction (for example, a city of fewer than 25,000 people may report their county level rate). Please see the program application guide for additional information and help in using the LAUS data. For jurisdictions not included in

the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable". Please note: All figures must be rounded to the nearest whole percent.

Percentage Unemployed for December 2015 5

☐ Not Applicable:

5) Indicate if your jurisdiction has experienced any of the following events since January 1, 2015 (Check all that apply)

☑ A declaration of natural or other major disaster or emergency has been made pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act. (42 U.S.C. 5121 et seq.)

☐ A declaration as an economically or financially distressed area by the state in which the applicant is located.

☐ Downgrading of the applicant's bond rating by a major rating agency.

☐ Has filed for or been declared bankrupt by a court of law.

☐ Has been placed in receivership or its functional equivalent by the state or federal government.

☐ Taken on additional law enforcement duties and responsibilities resulting from an agency merger or the disbanding of a neighboring law enforcement agency (which did not result in a new or supplemented funded contract to provide these law enforcement services).

6) In addition to the data collected elsewhere in this application, the COPS Office would like to capture information from jurisdictions that may have faced an unanticipated catastrophic event that had a significant impact on the delivery of law enforcement services or have experienced an unusually large increase in the number of homicides in the past year. Examples of unanticipated catastrophic events include mass shootings, terrorist attacks, natural disasters, or other events leading to mass casualties that would not necessarily be reflected in the UCR crime statistics previously reported. Please note that if your jurisdiction is faced with an unanticipated catastrophic event (e.g., mass shooting, terrorist attack, other mass casualty event) after submission of this application, but before the application closing date, you should contact the COPS Office immediately at 800-421-6770 to update your application to include this information.

☑ If your agency experienced has an unanticipated catastrophic event or an unusually large increase in the number of homicides in the time period from January 1, 2015 to present, check this box.

You indicated that your jurisdiction has experienced an unanticipated catastrophic event. You must submit a narrative description of the catastrophic event with as much detail as possible. Please address the following:

Description of Event (including number of casualties) Type of Event (natural disaster, mass shooting, bombing, unusually large increase in the number of homicides, etc) Impact of the Event on Delivery of Law Enforcement Services Duration of the Event (how long will law enforcement services be impacted by the event until recovery) Law Enforcement Response and Recovery Efforts

Please attach a narrative with the above information in Section 13 of this application. Attachment must be in Microsoft Word.

7) The Promise Zone Initiative is part of the President's plan to create a better bargain for the middle class by partnering with local communities and businesses to create jobs, increase economic security, expand educational opportunities, increase access to quality, affordable housing and improve public safety. In exchange, these designees will receive the resources and flexibility they need to achieve their goals. The designees have agreed to and must demonstrate a collaborative effort- between private business and federal, state, tribal and local officials; faith-based and nonprofit organizations; children and parents- to ensure that hard work leads to a decent living for every American, in every community.

To be a Promise Zone, your jurisdiction must have been designated as such by the closing date of this solicitation.

☐ If your agency has a designated Promise Zone within its jurisdiction, check the box.

D. Property/Violent Crime

Please select at least one statement below:

☑ My agency can report crime data for all 3 years (please input in table below:).

☐ My agency cannot report crime data for 2015.

☐ My agency cannot report crime data for 2014.

☐ My agency cannot report crime data for 2013.

1) Using UCR crime definitions, enter the actual number of incidents reported to your agency in the previous three calendar years (2015, 2014, 2013) for the following crime types. Note that only those incidents for which your agency had primary response authority should be provided. Please enter 0 (zero) to indicate no incidents in a particular year/type. Leave blanks only where data is unavailable.

UCR Data	2015	2014	2013
Criminal Homicide	8	9	7
Forcible Rape	34	20	30
Robbery	91	81	73
Aggravated Assault	163	150	115
Burglary	481	350	305
Larceny (except motor vehicle theft)	2506	2442	2725
Motor Vehicle Theft	287	179	162

SECTION 8: CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS

If you are applying for a COPS Office grant with a post-award retention plan requirement, please complete A. If you are applying for a COPS Office grant without a post-award retention plan requirement, please complete B.

A. Continuation of Project after Federal Funding Ends (for COPS Office grants with a retention plan requirement)

Applicants must plan to retain all sworn officer positions awarded under your COPS Office hiring grant for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. The retained COPS Office-funded positions should be added to your agency's law enforcement budget with state and/or local funds at the end of grant funding, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the grant. These additional position(s) must be retained using state, local, or other nonfederal funding only. You may not use funds awarded by other federal grants to cover the costs of retention. At the time of grant application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention funding. We understand that your agency's source(s) of retention funding may change during the life of the grant. Your

agency should maintain proper documentation of any changes in the event of an audit, monitoring or other evaluation of your grant compliance. Please refer to the frequently asked questions on retention which can be found here http://www.COPS.usdoj.gov/Default.asp?Item=2367 .

1. Will your agency plan to retain any additional positions awarded under this grant for a minimum of 12 months at the conclusion of federal funding for each position?

Yes

Note: Agencies that do not plan to retain all the positions awarded under this grant are ineligible to receive CHP funding

2. Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention: (check all that apply)

- [x] General funds
- [ ] Raise bond/tax issue
- [ ] Private sources/donations
- [ ] Nonfederal asset forfeiture funds (subject to approval from the state or local oversight agency)
- [ ] Fundraising efforts
- [ ] State, local, or other nonfederal grant funding
- [ ] Other

If other, please provide a brief description of the source(s) of funding not to exceed 500 characters.

SECTION 12: OFFICIAL PARTNER(S) CONTACT INFORMATION

An official "partner" under the grant may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the grant. Please see the COPS Office application guide for more information on official partners that may be required.

First Name	Last Name	Agency Name	Action

Title:

First Name: Middle Name: Last Name: Suffix: Select One...

Name of Partner Agency (e.g.,Smithville High School):

Type of Partner Agency (e.g., School District):

Street1:

Street2:

City: State: Select One... Zip/ Postal Code:

Telephone Number: Fax: Email:

Important! Please click "**Add Partner**" below to add a partner to the list.
Reminder! If you have modified (edit, update, or delete) the list of partners in any way, please click "**Save**" to store your changes before moving to the next section.

Add Partner

SECTION 13: APPLICATION ATTACHMENTS

This section should be used to attach any required or applicable attachments to your grant applications (e.g. memorandum of understanding)

If awarded, grantees using CHP funding to hire and/or deploy school resource officers into schools will agree that a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) must be submitted to the COPS Office before obligating or drawing down funds under this award. An MOU is not required at time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be submitted as an attachment in section 13 of the grant application. The MOU must contain the following; the purpose of the MOU, clearly defined roles and responsibilities of the school district and the law enforcement agency; focusing officers' roles on safety, information sharing, supervision responsibility and chain of command for the SRO and signatures. If awarded, grantee will agree that the MOU must be submitted to the COPS Office 90 days from date on the award congratulatory letter. The implementation of the COPS Hiring Program grant without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation. Please refer to the program-specific Application Guide to determine if an MOU or other application attachments are required. The guide will also specify if optional attachments are permitted for submission. Please use appropriately descriptive file names (e.g. Program Narrative, Budget Detail Worksheet and Budget Narrative, Timelines, Memoranda of Understanding, Resumes) for all attachments. Please do not submit executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: .com, .bat, .exe, .vbs, .cfg, .dat, .db, .dbf, .dll, .ini, .log, .ora, .sys, and .zip. The system may reject applications with files that use these extensions.

Current Attachments

Upload attachments using "Browse..." and "Upload...". File names may only contain: a-z0-9period(.), underscore(_), hyphen(-)Characters other than these will be replaced by a hyphen(-).After clicking the "Upload..." button, please wait for the page to refresh. The uploaded file will automatically appear in the file list.

General Order 2 - Organization and Administration_2.pdf	Other	Delete
2015 Organizational Chart.pdf	Other	Delete
Catastrophic Event Narrative.pdf	Other	Delete
Federal Disaster Notice 4241.pdf	Other	Delete

Resolution-Temporary Shelter.pdf	Other	Delete
CJCC-Members.pdf	Other	Delete
Team 4 Compstat Crimes.pdf	Other	Delete
Team 4 Community Action Teams Map.pdf	Other	Delete
Team 4 Community Action Teams Map-Drug Arrests.pdf	Other	Delete
Johns Island Crimes Map.pdf	Other	Delete
Form COPS_Sh_ApplicationAttachment_2_3-V2.3.pdf	SF-424	Delete
Form SF424_2_1-V2.1.pdf	SF-424	Delete

Browse... | Memorandum of Understanding | Upload File ...

SECTION 14: BUDGET DETAIL WORKSHEETS

Instructions for Completing the Budget Detail Worksheets

The following Budget Detail Worksheets are designed to allow all COPS Office grant and cooperative agreement applicants to use the same budget forms to request funding. Allowable and unallowable costs vary widely and depend upon the type of COPS Office program. The maximum federal funds that can be requested and the federal/local share breakdown requirements also vary.

Please refer to the program-specific application guide to determine the allowable/unallowable costs, the maximum amount of federal funds that can be requested, and the federal/local share requirements for the COPS Office program for which your agency is applying(see http://www.cops.usdoj.gov/Default.asp?Item=46). To assist you, sample Budget Detail Worksheets are included in each application guide.

Please complete each section of the Budget Detail Worksheets applicable to the program for which you are applying (see http://www.cops.usdoj.gov/Default.asp?Item=46 for requirements). If you are not requesting anything under a particular budget category, please check the appropriate box in that category indicating that no positions or items are requested.

Final calculations will be rounded to the nearest whole dollar. Once the budget for your proposal has been completed, a budget summary page will reflect the total amounts requested in each category, the total project costs, and the total federal and local shares.

If you need assistance in completing the Budget Detail Worksheets, please call the COPS Office Response Center at 800-421-6770.

SECTION 14A: BUDGET DETAIL WORKSHEETS

Instructions: This worksheet will assist your agency in reporting your agency's current entry-level salary and benefits and identifying the total salary and benefits request per officer position for the length of the grant term. Please list the current entry-level base salary and fringe benefits rounded to the nearest whole dollar for one full-time sworn officer position within your agency. Do not include employee contributions. (Please refer to http://www.cops.usdoj.gov/Default.asp?Item=46 for information on the length of the grant term for the program under which you are applying.)

Special note regarding sworn officer fringe benefits: For agencies that do not include fringe benefits as part of the base salary costs and typically calculate these separately, the allowable expenditures may be included under Part 1, Section B. Any fringe benefits that are already included as part of the agency's base salary (Part 1, Section A of the Sworn Officer Budget Worksheet) should not also be included in the separate fringe listing (Part 1, Section B). Please refer to http://www.cops.usdoj.gov/Default.asp?Item=46 for information about allowable and unallowable fringe benefits for sworn officer positions requested under the program to which your agency is applying.

A. SWORN OFFICER POSITIONS

Full-Time Entry-Level Sworn Officer Base Salary Information

Part 1: Instructions: Please complete the questions below based on your agency's entry-level salary and benefits package for one locally-funded officer position. As applicable per the program-specific application guide, you may also be required to project Year 2 and Year 3 salaries.

Sworn Officer Position

A. Base Salary Information

	Year 1 Salary	Year 2 Salary	Year 3 Salary
	Enter the first year entry-level base salary for one sworn officer position.	Enter the second year entry-level base salary for one sworn officer position.	Enter the third year entry-level base salary for one sworn officer position.
	42447.43	45418.75	48598.06
Does the base salary include Vacation costs? Please select Yes or No.	Yes	Yes	Yes
Does the base salary include Sick Leave costs? Please select Yes or No.	Yes	Yes	Yes

B. Fringe Benefit costs should be calculated for each year of the grant term.

FRINGE BENEFITS:	Year 1 Fringe Benefits		Year 2 Fringe Benefits		Year 3 Fringe Benefits	
	COST BASE	% OF SALARY	COST BASE	% OF SALARY	COST BASE	% OF SALARY
Social security expenses ☐ Exempt ☑ 6.2% ☐ Fixed Rate	2631.74	6.2	2815.96	6.2	3013.08	6.2

cannot exceed 6.2%						
Medicare expenses cannot exceed 1.45% ☐Exempt ☑1.45% ☐Fixed Rate	615.49	1.45	658.57	1.45	704.67	1.45
Health Insurance (Family Coverage)	7564.13	17.82	7566.76	16.66	7566.72	15.57
Life Insurance	140.08	0.33	149.88	0.33	160.37	0.33
Vacation Number of Hours Annually: 96	0	0.00	0	0.00	0	0.00
Sick Leave Number of Hours Annually: 96	0	0.00	0	0.00	0	0.00
Retirement	5874.72	13.84	6285.96	13.84	6725.97	13.84
Worker's Compensation ☐Exempt	1447.46	3.41	1448.86	3.19	1448.22	2.98
Unemployment Insurance ☐Exempt	64.31	0.15	68.81	0.15	73.63	0.15
Other Disability Insurance	0	0.00	0	0.00	0	0.00
Other Select One	0	0.00	0	0.00	0	0.00
Other Select One	0	0.00	0	0.00	0	0.00
Benefits Sub-Total Per Year (1 Position)	18337.93		18994.80		19692.66	
C. Total Salary + Benefits Per Year (1 Position)	60785.36		64413.55		68290.72	
D. Total Salary and Benefits for Years 1, 2, and 3 (1 Position):	193489.63	X 10 # of Positions			1934896.30	

SALARY DETAILS

Part 2 : Sworn Officer Salary Information

1. If your agency's second or third-year costs for salaries and/or fringe benefits increase after the first year, check the reasons(s) why in the space below. If these costs do not increase, please select "Not Applicable".

- ☑ Cost of Living Adjustment (COLA)
- ☑ Step Raises
- ☐ Change in Benefit Costs
- ☐ Not Applicable

Part 3: Federal/Local Share Costs (for Hiring Grants)

As part of the local matching requirement for the 2016 COPS Hiring Program, grantees must assume a progressively larger share of the cost of the grant with local funds over the three-year grant period. This means that your local match must increase each year, while the federal share must decrease.

1934896.30	Total Salary and Benefits for year 1, 2, & 3 (all positions):
1250000.00	Total Federal Share:
64.60294540074	Total Federal Percentage:
684896.30	Total local share required:
35.39705459925	Total Local Percentage:

Please project in the chart below how your agency plans to assume a progressively larger share of the grant costs during each year of the program. The chart is only a projection of your plans; while your agency may deviate from these specific projections during the grant period, it must still ensure that the federal share decreases and the local share increases. For more details on local matching requirements for this program, please refer to http://www.cops.usdoj.gov/Default.asp?Item=46.

Please use the Recalculate button below after any changes to the benefit table above before moving forward.

25	Percent of the "Total Local Share Required" your agency plans to assume in Year 1
35	Percent of the "Total Local Share Required" your agency plans to assume in Year 2
40	Percent of the "Total Local Share Required" your agency plans to assume in Year 3
100	Percent Total
436629.53	Federal Share Year 1
404422.00	Federal Share Year 2
408948.47	Federal Share Year 3
1250000	Federal Total
171224.08	Local Share Year 1
239713.71	Local Share Year 2

273958.52 Local Share Year 3

684896.31 Local Total

1934896.31

S. BUDGET SUMMARY

Instructions: Please review the category totals and the total project costs below. If the category totals and project amounts shown are correct, please continue with the submission of your application. Should you need to make revisions to a budget category, please return to the Budget Detail Worksheet.

Section

Budget Category	Category Total	
A. Sworn Officer Positions	$1934896.30	
B. Non-Sworn Personnel	$0.00	
C. Equipment & Technology	$0.00	
D. Supplies	$0.00	
E. Travel & Training	$0.00	
F. Contracts & Consultants	$0.00	
G. Other Costs	$0.00	
H. Indirect Costs	$0.00	
Total Project Amount:	$1934896.30	
Total Federal Share Amount: (Total Project Amount X Federal Share Percentage Allowable)	$1250000.00	64.602945%
Total Local Share Amount(If applicable): (Total Project Amount - Total Federal Share Amount)	$684896.30	35.397055%

If your application is funded, but for a reduced number of officer positions, the percentage of the local share provided above will be applied to the total project cost of the awarded officers.

Waiver of Local Match

The COPS Office may waive some or all of a grantee's local match requirement based on severe fiscal distress. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of severe fiscal distress as reflected through the fiscal health data in section 7 of this application, and a comparison of your fiscal health data with that of the overall applicant pool.

Q1: Are you requesting a waiver of the local match based on severe fiscal distress?

No

Contact Information for Budget Questions

Please provide contact information of the financial official that the COPS Office may contact with questions related to your budget submission.

First Name:

Nancy

Last Name:

Madden

Title:

Senior Accountant

Telephone Number:

843-720-3823

Fax:

843-720-3901

Email Address:

maddenn@charlestc

SECTION 15A: ASSURANCES

Several provisions of federal law and policy apply to all grant and cooperative agreement programs. The Office of Community Oriented Policing Services ("COPS Office") needs to secure your assurance that the applicant will comply with these provisions. If you would like further information about any of these assurances, please contact your state's COPS Office Grant Program Specialist at 800-421-6770.

By signing this form, the applicant assures that it will comply with all legal and administrative requirements that govern the applicant for acceptance and use of federal award funds. In particular, the applicant assures us of the following:

1. It has been legally and officially authorized by the appropriate governing body (for example, mayor or city council) to apply for this grant or cooperative agreement and that the persons signing the application and these assurances on its behalf are authorized to do so and to act on its behalf with respect to any issues that may arise during processing of this application.

2. It will comply with the provisions of federal law, which limit certain political activities of employees whose principal employment is in connection with an activity financed in whole or in part with this grant or cooperative agreement. These restrictions are set forth in 5 U.S.C. § 1501, et seq.

3. It will comply with the minimum wage and maximum hours provisions of the Fair Labor Standards Act (29 U.S.C. § 201, et seq.), if applicable.

4. It will establish safeguards, if it has not done so already, to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. In addition, it will disclose (in writing) to the COPS Office any potential conflict of interest arising during the course of performance of the grant or cooperative agreement award and also will require such written disclosures by any subrecipients.

5. As required by 42 U.S.C. § 3796dd-6, it will give the U.S. Department of Justice or the Comptroller General access to and the right to examine records and documents related to the award.

6. It will comply with all requirements imposed by the U.S. Department of Justice as a condition or administrative requirement of the grant or cooperative agreement, including but not limited to: the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101 ; 48 C.F.R. Part 31 (FAR Part 31) (Contract Cost Principles and Procedures); the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 28 C.F.R. Part 38 (Equal Treatment for Faith-Based Organizations); the applicable COPS application guide; the applicable COPS grant owner's manual or award owner's manual; and with all other applicable program requirements, laws, orders, or regulations.

7. As required by 42 U.S.C. § 3796dd-1(c)(11), it will, to the extent practicable and consistent with applicable law, seek, recruit and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions in the agency.

8. It will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the grounds of race, color, religion, national origin, sex, disability, or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681, et seq.); and the corresponding U.S. Department of Justice regulations implementing those statutes at 28 C.F.R. Part 42 (subparts C, D, E, G, and I). It will also comply with Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the U.S. Department of Justice implementing regulations at 28 C.F.R. Part 38.

A. In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability or age against the applicant after a due process hearing, it agrees to forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531.

B. It will comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E). The requirements are as follows: If your organization has fewer than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf. If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf. If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf. To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

9. Pursuant to U.S. Department of Justice guidelines (June 18, 2002 Federal Register (Volume 67, Number 117, pages 41455-41472)), under Title VI of the Civil Rights Act of 1964, it will ensure meaningful access to its programs and activities by persons with limited English proficiency.

10. It will ensure that any facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency' (EPA) list of Violating Facilities and that it will notify us if advised by the EPA that a facility to be used in this grant is under consideration for such listing by the EPA.

11. If the applicant's state has established a review and comment procedure under Executive Order 12372 and has selected this program for review, it has made this application available for review by the state Single Point of Contact.

12. It will submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget for clearance under the Paperwork Reduction Act of 1995 if required.

13. It will comply with the Human Subjects Research Risk Protections requirements of 28 C.F.R. Part 46 if any part of the funded project contains non-exempt research or statistical activities which involve human subjects and also with 28 C.F.R. Part 22, requiring the safeguarding of individually identifiable information collected from research participants.

14. Pursuant to Executive Order 13043, it will enforce on-the-job seat belt policies and programs for employees when operating agency-owned - or - rented or personally-owned vehicles.

15. As required by 42 U.S.C. § 3796dd-3(a), it will not use COPS Office funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that otherwise would be made available for the purposes of this grant, as applicable.

16. If the awarded grant contains a retention requirement, it will retain the increased officer staffing level or the increased officer redeployment level, as applicable, with state or local funds for a minimum of 12 months following expiration of the grant period.

17. It will not use any federal funding directly or indirectly to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law ratification, policy or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation as set forth in the Anti- Lobby Act, 18 U.S.C. § 1913.

18. In the event that a portion of grant reimbursements are seized to pay off delinquent federal debts through the Treasury Offset Program or other debt collection process, it agrees to increase the nonfederal share (or, if the awarded grant does not contain a cost sharing requirement, contribute a nonfederal share) equal to the amount seized in order to fully implement the grant project.

False statements or claims made in connection with COPS Office grants or cooperative agreements may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the awardee of its obligations under this award.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Gregory Mullen

Gregory Mullen

Date:

06/21/2016

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) John Tecklenburg

John Tecklenburg

Date:

06/21/2016

SECTION 15B: CERTIFICATIONS

Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Federal Taxes and Assessments; Drug-Free Workplace Requirements; and Coordination with Affected Agencies.

Although the U.S. Department of Justice has made every effort to simplify the application process, other provisions of federal law require us to seek your agency's certification regarding certain matters. Applicants should carefully review the statutes and regulations cited below and the instructions for certification to understand the requirements and whether they apply to a particular applicant. Signing this form complies with the certification and notice requirements under 28 C.F.R. Part 69 "New Restrictions on Lobbying"; 2 C.F.R. Part 2867 "Nonprocurement Debarment and Suspension"; 2 C.F.R. Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"; the general provisions in the applicable Appropriations Act; 28 C.F.R. Part 83 "Government-Wide Requirements for Drug-Free Workplace (Grants)"; and the Public Safety Partnership and Community Policing Act of 1994. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice determines to award the covered grant.

1. Lobbying

As required by 31 U.S.C. § 1352, implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over $100,000, and 2 C.F.R. § 200.450 as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101, the applicant certifies to the following:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment or modification of any federal grant or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. If applicant is a nonprofit organization or an institution of higher education, it will comply with the additional lobbying restrictions set forth in 2 C.F.R. § 200.450(c) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101.

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

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

Pursuant to Executive Order 12549, Debarment and Suspension, as implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 2 C.F.R. § 2867.20(a), and other requirements, the applicant certifies that it and its principals

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this application been convicted of a felony criminal violation under any federal law, or been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and

D. Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.

3. Mandatory Disclosure

Pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.113 as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101, the applicant certifies that it:

A. Has not violated any federal criminal law involving fraud, bribery, or gratuity that may potentially affect the federal grant or cooperative agreement;

B. Shall timely disclose in writing to the federal awarding agency or pass-through entity, as applicable, any violation of federal criminal law involving fraud, bribery, or gratuity that may potentially affect the federal grant or cooperative agreement; and

C. Shall require that the language of this certification be included in the award documents for all subawards (including subgrants and cooperative agreements) and shall require all subrecipients certify and disclose accordingly.

4. Federal Taxes and Assessments

A. If applicable, an applicant who receives an award in excess of $5,000,000 certifies that, to the best of its knowledge and belief, the applicant has filed all federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

B. The applicant certifies that it does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

5. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103), and implemented at 28 C.F.R. Part 83, for recipients (other than individuals), as defined at 28 C.F.R. § 83.660 –

A. The applicant certifies that it will, or will continue to, provide a drug- free workplace by doing the following:

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

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

(a) the dangers of drug abuse in the workplace;

(b) the grantee's policy of maintaining a drug-free workplace;

(c) any available drug counseling, rehabilitation and employee assistance programs; and

(d) the penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace;

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

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

(a) abide by the terms of the statement; and

(b) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(v) Notifying the agency in writing within 10 calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: COPS Office, 145 N Street, NE, Washington, D.C. 20530. Notice shall include the identification number(s) of each affected grant;

(vi) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (iv)(b) with respect to any employee who is so convicted –

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;

(vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v), and (vi).

B. The applicant further certifies that it will identify all known workplaces under each COPS Office award, keep the identification documents on file, and make them available for inspection upon request by the U.S. Department of Justice officials or their designated representatives.

6. Coordination

As required by 42 U.S.C. § 3796dd-1(c)(5) of the Public Safety Partnership and Community Policing Act of 1994, applicants must certify that there has been appropriate coordination with all agencies that may be affected by the applicant's grant proposal if approved. Affected agencies may include, among others, the Office of the United States Attorney, state or local prosecutors, or correctional agencies. The applicant certifies that there has been appropriate coordination with all affected agencies.

☐ *Where the applicant is unable to certify to any of the statements in this Certifications form, he or she shall attach an explanation to this application regarding the particular statement that cannot be certified. Please check the box if an explanation is attached to this application. Please note that the applicant is still required to sign the Certifications form to certify to all the other applicable statements.*

False statements or claims made in connection with COPS Office grants or cooperative agreements may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Gregory Mullen

Gregory Mullen

Date:

06/21/2016

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) John Tecklenburg

John Tecklenburg

Date:

06/21/2016

SECTION 16: DISCLOSURE OF LOBBYING ACTIVITIES

This section duplicates OMB's Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. § 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

2. Identify the status of the covered federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District number, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, U.S. Department of Transportation, United States Coast Guard.

7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFPD E-90-001."

9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting registrant identified in item 4 to influence the covered federal action.

(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. § 1352.

☑ Not Applicable

SECTION 17: CERTIFICATION OF REVIEW AND REPRESENTATION OF COMPLIANCE WITH REQUIREMENTS

1) Federal Civil Rights and Grant Reviews:

Please be advised that an application may not be funded and, if awarded, a hold may be placed on the award if it is deemed that the applicant is not in compliance with federal civil rights laws, and/or is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice grant review or audit.

2) Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems:

Please review the COPS Office application guide: Legal Requirements Section for additional information.

Please check one of the following, as applicable to your agency's intended use of this grant:

◉ No, my agency will not use these COPS Office grant funds (if awarded) to operate an interjurisdictional criminal intelligence system.

○ Yes, my agency will use these COPS Office grant funds (if awarded) to operate an interjurisdictional criminal intelligence system. By signing below, we assure that our agency will comply with the requirements of 28 C.F.R. Part 23.

3) Certification of Review and Representation of Compliance with Requirements:

The signatures of the Law Enforcement Executive/Agency Executive, Government Executive/Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that:

a) the signatories have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity;

b) the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office application guide, the COPS Office grant or award owner's manual, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars;

c) the applicant understands that false statements or claims made in connection with COPS Office grant programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, or any other remedy available by law to the Federal Government;

d) the information provided in this application, including any amendments, shall be treated as material representations of fact upon which reliance will be placed when the U.S. Department of Justice determines to award the covered grant;

e) the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source

f) the applicant and any required or identified official partner(s) listed in section 12 are partners in this grant project and mutually agreed to this partnership prior to this grant application.

The signatures of the Law Enforcement Executive/Agency Executive and the Government Executive/Financial Official on this application must be the same as those identified in Section 4 of this application. Applications with missing, incomplete, or inaccurate signatories or responses may not be considered for funding.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Gregory Mullen

Gregory Mullen

Date:

06/21/2016

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) John Tecklenburg

John Tecklenburg

Date:

06/21/2016

Signature of Person Submitting This Application (For your electronic signature, please type in your name)

Ann-Marie Quinn

Date:

06/21/2016

☑ By clicking this box, the applicant understands that the use of typed names in this grant application and the required grant forms, including the Assurances and Certifications, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures.

APPLICATION REVIEW

No Audit Errors available for this agency

Submit

6.

COMMITTEE / COUNCIL AGENDA

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

FROM: Geona Shaw Johnson **DEPT.** Housing and Community Development

SUBJECT AFTER-THE-FACT APPROVAL: ALLIANCE FOR COMMUNITY TREES PROGRAM

REQUEST Mayor and City Council approval is requested for an Arbor Day Foundation Grant in the amount of $6,000 for the purchase of a minimum of thirty (30) trees to be planted in the Maryville/Ashleyville Community. The award is made possible through a collaboration between TD Bank and the Arbor Day Foundation. The project will be implemented in concert with the Maryville/Ashleyville neighborhood association, volunteers, the Urban Forestry Division and the Department of Housing and Community Development of the City of Charleston. The North Central Community was named as an alternate site in the grant application should we find that all 30 trees cannot be planted in the Maryville/Ashleyville community. The recognition ceremony for the commencement of tree planting is scheduled to occur October 12, 2016. No match is required for this grant award.

COMMITTEE OF COUNCIL: Ways and Means **DATE:** July 19, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Housing & Community Dev	✓		Geona Shaw Johnson	x
Corporate Counsel			Frances J Cantwell	
GRANTS MANAGER	✓		Cheri-Ann Carter	

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

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

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: [signature]

John J. Tecklenburg, Mayor

Arbor Day Foundation

Alliance For Community Trees

June 29, 2016

Geona Shaw Johnson
City of Charleston
80 Broad Street
Charleston, SC 29401

Dear Geona,

Congratulations! I am pleased to inform you the proposed project for the Maryville/Ashleyville Community has been selected as a 2016 TD Tree Days location. The City of Charleston will be awarded funding in the amount of $6,000 to plant a minimum of 30 trees. This award is made possible through a collaboration between TD Bank and the Arbor Day Foundation ("Arbor Day") through its Alliance for Community Trees ("ACT") program.

Hosting a TD Tree Days event is an excellent opportunity to not only increase positive publicity for the City of Charleston, but to also build new relationships, garner more advocates, and spread awareness about the importance of community collaboration and greening in.

In order to move forward with the proposed project, please see the attached agreement detailing our relationship for the duration of the award period. After you have reviewed the agreement, please sign, date and return it to me. Arbor Day will then counter-sign and return a copy for your records.

Included with this agreement you will also find a packet of materials with more information about the Tree Days program and additional project planning tools. I hope you find this helpful, but if you have further questions at any time please don't hesitate to reach out.

Thank you for participation in the TD Tree Days program and for your commitment to a healthy, tree-filled community. We look forward to partnering with you to make this project a success!

Best Regards,

Jen Svendsen
Project Manager
Arbor Day Foundation

Cc: Dana Karcher
Alliance for Community Trees Program Manager

Arbor Day Foundation™

TD Tree Days Award Agreement

DATE: June 29, 2016

AWARDEE: City of Charleston

AWARD AMOUNT: $6,000

PROJECT LOCATION: Maryville/Ashleyville Community

EVENT DATE: Wednesday, October 12, 2016

The Arbor Day Foundation (hereafter called ADF) and TD Bank have jointly awarded a TD Tree Days award to the City of Charleston (hereafter called Awardee). This Award Agreement delineates the terms and conditions of this award.

In order to receive your award, complete this Award Agreement. Please sign, scan, and email this Award Agreement back to ADF. Payment to Awardee is contingent on ADF receiving an original signed Agreement and Awardee's compliance with the terms of this Agreement. Your signature on this Agreement acknowledges your acceptance of all terms included in this award.

TERMS

ADF and Awardee may modify the description, terms, and/or timeline of the project upon request of Awardee and at the discretion of ADF and TD Bank. ADF may, upon written notification, cancel this Award Agreement in the event the Awardee has failed to comply with the description, terms, and/or timeline of the project as described in this Award Agreement.

Awardee agrees to notify ADF of any organizational changes occurring during the term of this award, including, but not limited to, changes in key personnel, address or other contact information, and/or changes in tax classification under the U.S. Internal Revenue Code.

Awardee agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or regulations, designed to prevent any Award funds from being used in support of terrorism or a terrorist organization.

The undersigned declares that Awardee operates in accordance with ADF's nondiscrimination policy and does not discriminate against any person or group on the basis of age, political affiliation, race, national origin, ethnicity, disability, sexual orientation, or religious belief.

Significant changes to the funded Program generally will not be approved. If minor changes become necessary, they must be requested in advance and receive approval from ADF. Awardee will notify ADF immediately in the event that any of the following occur:

*The Awardee is unable to use any portion of the Award funds for the intended purposes

*The Awardee is unable to comply with any of the terms of this Agreement

*Any Award funds are used in a manner inconsistent with the terms of this Agreement

ADF reserves the right, in its sole discretion:

*To withhold any payments provided for under this Award, to recover from the Awardee any unexpended Award funds, and, if the terms of this Agreement are violated by Awardee, to require restitution by the Awardee of any previously expended Award funds

*To require the Awardee to take reasonable precautions to prevent any diversion of Award funds

*To withhold any applicable taxes from any Award payments

This Agreement shall bind and inure to the benefit of the parties and their successors, but otherwise shall not be assignable by any party or transferable by operation of law or otherwise.

FINANCIALS

ADF will disburse the award funds in two payments: the first fifty percent (50%) upon the return of an original signed Award Agreement and completed W9 form, and the second fifty percent (50%) upon satisfactory completion of the project and TD Tree Days Event Final Report. Funds paid to Awardee, shall be used exclusively for the TD Tree Days Project.

This award is made for use during the period of July 1, 2016 until December 1, 2016, with the TD Trees Days project event occurring during October 2016. Awardee shall maintain records of expenditures of

Award funds and make books, records, and personnel available to ADF and its agents as appropriate. Awardee agrees to cooperate with ADF with regard to any such monitoring or evaluation.

Award funds and any interest earned thereon shall not be used:

A. To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"));
B. To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);
C. To make any awards to individuals or organizations (unless pre-approved in writing by ADF).
D. No part of the Award funds shall be paid to any ADF official, and Awardee acknowledges that no gifts or services were or will be rendered to ADF or any ADF official in exchange for this Award.

Notwithstanding anything stated herein, this Agreement shall terminate and all further disbursements or expenditures of the Award by Awardee shall cease if any of the facts contained in Awardee's award proposal cease to be correct and accurate or if Awardee fails to perform any of the requirements of this Agreement. In such event, Awardee shall immediately return any unexpended portion of the Award to ADF, and ADF shall have no obligation to disburse any additional amounts payable under the Award, regardless of any claimed adverse effect on the programs or operations of the Awardee.

EXECUTION

During the award period, the Awardee will achieve the following outcomes with regards to TD Tree Days:

A. Provide regular updates for communication with ADF staff and partners as applicable, including but not limited to participation in several planning calls
B. Plant and maintain 30 trees. Species will include native and applicable varieties and determined in cooperation with certified technical professionals (arboriculture, landscape architecture, etc.)
C. Manage and educate approximately 25 volunteers on tree planting, care, and maintenance best practices
D. Provide or ensure two years of maintenance and care for trees, to ensure healthy establishment
E. Promote the event using media in the local area in coordination with ADF and TD to recognize TD Tree Days and other applicable partners
F. Participate in National NeighborWoods® Month by hosting the TD Tree Days event in October 2016
G. Fill out the TD Tree Days Event Final Report, which will be distributed via email by the TD Tree Days application system upon the completion of your event
H. Meet all covenants and metrics as outlined in the Awardee's TD Tree Days proposal and as required by the TD Tree Days Request for Proposals, both to be superseded by this Agreement should any discrepancies present.

PROMOTION

ADF requires that Awardee include the name and logo of TD Bank on all TD Tree Days promotional materials. The logo will be supplied to Awardee in a useable format. Awardee shall not assign or distribute the TD logo for any reason other than promotion of this award project. Awardee agrees not to alter the TD logo in any way including color, fonts, ratio dimensions, background, and/or layout.

Public announcements of the Award may be made by the Awardee, ADF, or TD. Any related press release, media alert, website posting, or other public announcements about the Program or the Award must acknowledge that the Awardee is a "member of Alliance for Community Trees," and that the Program is "made possible by partnership with TD."

ADF and TD must review and approve any public announcements (fliers, original press releases, e-blasts, etc.) at least two weeks prior to distribution.

IN WITNESS WHEREOF, I, the undersigned, am authorized to enter into such an Agreement and hereto have caused this Agreement to be executed as of the day and year below within.

_____ _____

Dan Lambe Date

President, Arbor Day Foundation

Agreement of Awardee:

_____ _____

Geona Shaw Johnson, Date

Housing and Community Development Director, City of Charleston

A Guide to TD Tree Days

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Project Planning	Page 4
Project Reporting	Page 11

A Collaboration between

Alliance For Community Trees®

Arbor Day Foundation

TD Bank

Meet the Partners

Alliance for Community Trees (ACT), a new program under the Arbor Day Foundation umbrella as of September 2015, is a national network of local nonprofit organizations. With member organizations and program partner organizations in the United States and Canada, ACT engages volunteers to take action to improve the environment. Learn more about ACT and its member organizations at www.ACTrees.org.

The Arbor Day Foundation, founded in 1972, has grown to become the largest nonprofit membership organization dedicated to planting trees, with more than one million members, supporters, and valued partners. During the last 44 years, more than 250 million Arbor Day Foundation trees have been planted in neighborhoods, communities, cities and forests throughout the world. For more information visit www.arborday.org

Arbor Day Foundation Contact

Mary Sweeney, *Program Manager*
As a Program Manager with the Arbor Day Foundation, Mary will be the primary contact for the project. Mary will also serve as the liaison between TD Bank and TD Tree Days recipients and assist with answering all project related questions.

Toll-free 888-448-7337 x2034 ✦ *Direct 402-473-2034*
msweeney@arborday.org

Meet the Partners (cont.)

TD Bank®, America's Most Convenient Bank®, is one of the 10 largest banks in the U.S., providing more than 8 million customers with a full range of retail, small business and commercial banking products and services at approximately 1,300 convenient locations throughout the Northeast, Mid-Atlantic, Metro D.C., the Carolinas and Florida. In addition, TD Bank and its subsidiaries offer customized private banking and wealth management services through TD Wealth®, and vehicle financing and dealer commercial services through TD Auto Finance. TD Bank is headquartered in Cherry Hill, N.J. To learn more, visit www.tdbank.com. Find TD Bank on Facebook at www.facebook.com/TDBank and on Twitter at www.twitter.com/TDBank_US.

TD Bank, America's Most Convenient Bank, is a member of TD Bank Group and a subsidiary of The Toronto-Dominion Bank of Toronto, Canada, a top 10 financial services company in North America. The Toronto-Dominion Bank trades on the New York and Toronto stock exchanges under the ticker symbol "TD". To learn more, visit www.td.com.

Alliance For Community Trees

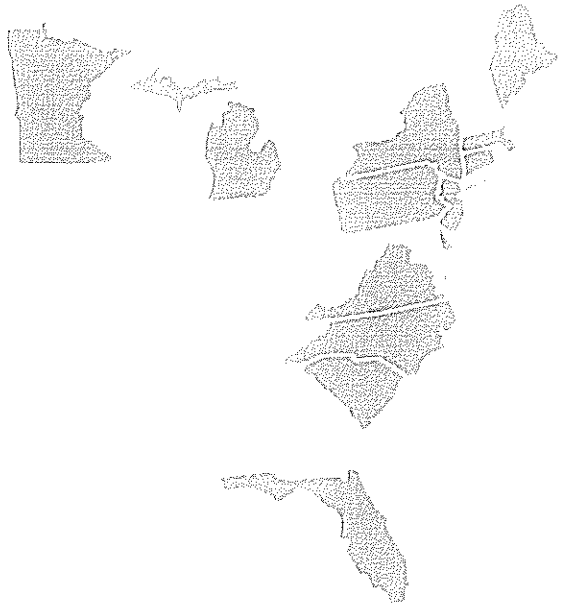
Arbor Day Foundation

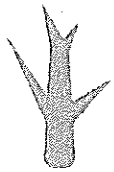
About TD Tree Days

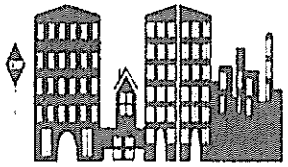
Launched in 2010, TD Tree Days is TD's flagship volunteer program. In the US, TD Tree Days is a collaboration between the Arbor Day Foundation and TD Bank and it embraces the philosophy of "right tree, right place."

TD Tree Days provides TD Employees, their families and friends, and members of the community, the opportunity to volunteer in the communities where they live and work, and to demonstrate their commitment to forest stewardship.

Since its inception, TD Tree Days volunteers have planted more than 185,000 trees in four countries. This fall volunteers will plant trees at 25 sites throughout the United States including events in Connecticut, Delaware, Florida, Massachusetts, Maine, Michigan, Minnesota, North Carolina, New Jersey, New York, Pennsylvania, South Carolina, and Virginia.







More than 1,000 Volunteers

More than 1,100 Trees

25 Communities

Project Planning

By participating in TD Tree Days you are transforming your community into a greener, cleaner, and healthier space. In doing so, not only are you increasing tree canopy, improving air quality and providing habitat for urban wildlife, but also inspiring TD employees and your local community members by solidifying their appreciation for the importance of environmental stewardship.

To help ensure your project's success a timeline has been provided below which highlights your role and responsibilities for TD Tree Days throughout the planning process.

Before

- Ongoing – ***Participate in one training webinar, and two planning calls 6 weeks and 2 weeks prior to your event*** with TD, Arbor Day Foundation and other local partners as appropriate (Organized and Facilitated by the Arbor Day Foundation).

- 6-8 Weeks Pre-Event – ***Schedule and host project site visit with TD site leader***. Visit the project site and review tentative plans with all partners including the number of trees to be planted, tree species, and tree location. Don't forget to contact your local forestry rep to let them know about the event.

- 7 Weeks Pre-Event – **Acquire all necessary permits.** Also be sure to verify utility locations before finalizing a planting map.

- 6 Weeks Pre-Event – ***Prepare and review Event Profile (Appendix A) and Event Agenda (Appendix B).*** Be prepared to share and discuss the tentative event agenda and additional event details including the long-term care and maintenance plan, during a scheduled planning call. Both the Event Profile and Agenda should be completed before the final planning call 2 weeks prior to your event.

- 6 Weeks Pre-Event – ***Obtain event photographer and/or videographer.*** You may hire a professional or utilize volunteer services. Don't forget to take some "before" photos of the project site for comparison after the event! Photos will be required to be submitted in a final report.

- 5 Weeks Pre-Event – ***Share media and PR plans***. Coordinate with TD Bank, the Arbor Day Foundation, and others as needed regarding potential media outreach and PR efforts surrounding the project announcement. Please allow a minimum of 2 weeks for approval of all press materials.

- 5 Weeks Pre-Event – ***Purchase event supplies.*** Order trees, mulch, and all other necessary planting materials. In addition, confirm the quantity and type of planting tools needed (shovels, rakes, etc.),

Project Planning *(cont.)*

Before *(cont.)*

- 2 Weeks Pre-Event – ***Finalize Event Profile and Event Agenda.*** Be prepared to share and discuss the completed event profile and agenda during the final planning call.

- 2 Weeks Pre-Event – ***Confirm media and PR plan.*** Finalize and approve the press release with all partners prior to distribution. Be sure to confirm additional outreach plans as well including any social media efforts.

- 1-2 Weeks Pre-Event – ***Confirm and finalize details.*** Share the completed event agenda, and confirm all logistics including a final volunteer headcount from TD.

During

- ***Capture the action!*** Be sure to collect photos and/or video throughout the day to highlight your event.

- ***Share your event!*** Don't forget to post about your event on social media channels as appropriate.

After

- 30 Days Post-Event –***Final project report due.*** Your final report will be submitted electronically through a unique link distributed by TD. Along with your final report please provide Arbor Day with at least *one* impact story (Appendix C), a signed photo release (Appendix D), and submit all photos and video from the event.

TD Tree Days Event Profile (Appendix A)

Please note, we will review this on two calls in preparation for your event, beginning six (6) weeks prior to your event date. The completed Event Profile is due two (2) weeks *prior* to your event.

Event Date:	**Event Location Overview** (including street address):

Event Description:

Tree Specifics

# of Trees: _____ Who will dig the holes? Volunteers ___ or Pre-Dug ____

Tree Types and Approximate Size:

Any additional work to be completed, etc:

Date of Site Visit	**Expected Number of Volunteers**

TD Executive:

State/Local Forestry Rep:

Photographer (not required):

Municipality Rep(s)/Key Contact:

Presenters:

Other Attendees:

Marketing/PR: ***(All materials must be reviewed by TD Bank and Arbor Day at least two (2) weeks prior to distribution)***

Project Planning (cont.)

Special Notes: ***Tools will need to be provided for volunteers. $10/volunteer has been allocated for lunch – please ensure this is purchased and ready for delivery to the event. TD will send t-shirts for volunteers to the TD Site Leaders prior to the event. Please make sure that each volunteer is given a shirt to wear during the event.***

Day of Event Contact Information:

ACT Member Contact
Name:
Organization
Phone:
Cell Phone:
E-mail:

Additional Contact (optional)
Name:
Phone:
Cell Phone:
Email:

TD Community Relations Manager
Name:
Phone:
Cell Phone:
E-mail:

TD Site Leader
Name:
Phone:
Cell Phone:
E-mail:

TD Tree Days Program Contact Information:

Arbor Day Foundation
Mary Sweeney
(402) 473-2034
msweeney@arborday.org

TD Bank/US Program Manager
Katie Thiemann
(856) 470-3695
katie.thiemann@td.com

TD Tree Days Event Agenda (Appendix B)

TD Tree Days – City of Planting Location

ACT Member Organization

Site

Street Address, City, State 00000

October Day, 2016

- 7:00 a.m. **ACT Member Organization arrives**
- 8:00 a.m. **TD Bank staff arrive**
- 8:30 a.m. **Registration and Pick up T-shirts**
- 9:00 a.m. **Opening Ceremony** - *As large group*
  - Project Overview and Kickoff
    John Doe
    (Executive Director, ACT Member Organization)
  - Welcome
    Jane Small
    (Mayor, City of Planting Location)
  - Remarks from TD
    John Smith
    (Senior Leader, TD Bank)
  - Group Photo
- 9:15 a.m. **Tree Planting Demonstration and Project Begins** - *Assemble in small groups: staff teach proper tree planting technique*
- 11:30 a.m. **Clean Up** - *Volunteers gather tools, return to ceremony meeting site*
- 11:45 p.m. **Closing Remarks**
  - Concluding Comments
- 12:00 p.m. **Lunch**

Project Logos and Branding Guidelines

You will be provided with all program and partner logos including TD Bank, the Arbor Day Foundation, and the Alliance for Community Trees. The logos may only be used to refer to the TD Tree Days program and your related project.

NOTE: The logos may not be altered in any way including color, fonts, ratio dimensions, background, and/or layout. All materials requiring logo usage need to be submitted to the Arbor Day Foundation for approval at least ***two*** weeks in advance prior to distribution.

Alliance For Community Trees®

Arbor Day Foundation

TD Bank

Alliance For Community Trees

Arbor Day Foundation

Project Talking Points

- Launched in 2010, TD Tree Days is TD's flagship volunteer program. Over 185,000 trees have been planted in four countries through the program.

- TD Tree Days provides TD Employees, their families and friends, and members of the community, the opportunity to volunteer in the communities where they live and work, and to demonstrate their commitment to forest stewardship.

- TD Tree Days embraces the philosophy of "right tree, right place" and strives to plant native tree species through the program.

- To learn more about the 2016 TD Tree Days locations, visit www.tdtreedays.com

Alliance For Community Trees®
Arbor Day Foundation™

Project Reporting

TD Bank

FINAL REPORT

After your event, you will receive a unique link from TD directing you to an online reporting system. If you do not receive the link, or need it resent, you may contact the Arbor Day Foundation for assistance. Final reports are due within ***30*** days of the conclusion of the event.

In addition to the online report, please also submit at least one (1) completed impact story using the template (Appendix C) found on the next page, and a signed copy of a photo release (Appendix D) along with any photography and videography from your event to the Arbor Day Foundation. These materials will be used to supplement the report submitted to TD, and to help tell the story of the positive impact this event made in your community, and in the lives' of the volunteers.

Project payments will be submitted in two (2) instalments. The first half will be distributed after the receipt of the signed agreement and a copy of your organization's W9. The final payment will be distributed after the final report is submitted.

Alliance For Community Trees®
Arbor Day Foundation

IMPACT STORIES TEMPLATE – (APPENDIX C)

Use the following interview template to gather information, quotes, and details of what the particular project meant to a specific beneficiary (someone who benefitted from the project).

Please submit at least *one* completed impact story form from your project as a part of your final report.

Interviewer Name/Phone/Email:	**Community Name:**	**State:**
Beneficiary Information: (This is the person who benefited/is benefitting from the Project, or the person who has been positively impacted by your work –i.e. a resident in the community, like an apartment dweller in the area where a community orchard was planted)	**Beneficiary Name, Title, and Organization:** Tell me your name and some brief background information.	**Beneficiary Phone and Email:**
Issue/Problem Statement: What issue or problem did this project address? (i.e. We have had no access to healthy, fresh food – this area of the community is zoned a "food desert")		
Project/Program Detail: Describe the project to me? What was your involvement or participation with this project? Why was this project important to you?		
How has your life/community been changed? How has your life (or community) changed since this project was completed? What impact has this project had on you?		
Key Benefit: What is the key benefit of this project? *What would your community/neighborhood/home/life be like without this project?*		
Beneficiary Quotes (include direct quotes from the beneficiary)		

Appendix D

REQUIRED: A completed and signed photo release is required with the submission of all photography and videography. Please provide project photos and/or videography (including before and after and event photos) via e-mail or on a flash drive as part of your final report.

Alliance For Community Trees
Arbor Day Foundation

PLEASE READ, COMPLETE, AND SIGN

Pocket Release

For valuable consideration received, I hereby grant the Arbor Day Foundation and its partners, the irrevocable and unrestricted right to use and publish images from

_____ for editorial, trade, advertising, and any other purpose
Company Name

and in any manner and medium; to alter the same without restriction but with credit line for the image accompanying said use. I hereby release the Arbor Day Foundation from all claims and liability relating to said images and waive any right to renumeration or compensation for said images.

_____

Name – Please Print

_____

Address

COMMITTEE / COUNCIL AGENDA

7.

TO: John J. Tecklenburg, Mayor

FROM: Amy K. Wharton **DEPT.** BFRC

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

REQUEST: To accept the 2016 SC DHEC Food Recovery Grant in the amount of $7,500 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:** July 21, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☒
Cap. Proj. Cmte. Chair	☐	☐		☐
Planning Department	☑	☐		☐
Grants Manager	☑	☐		☐

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

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.

Katie McKain
City of Charleston

Enclosed, please find original grant agreement(s) for the fy2017 Solid Waste, Used Oil and/or Waste Tire grants. Please obtain all signatures and return the **entire original agreement(s)** to: Jana White; SCDHEC; BLWM; 2600 Bull Street; Columbia, SC 29201. Please keep a copy for your records.

Please note that all reimbursements will be made to the following address unless notified in writing by your Finance Officer:

City of Charleston
80 Broad St.
Charleston, SC 29401

Thank you.

D H E C
PROMOTE PROTECT PROSPER
Catherine E. Heigel, Director
Promoting and protecting the health of the public and the environment

June 17, 2016

Mayor John Tecklenburg
City of Charleston
80 Broad St.
Charleston, SC 29401

Dear Mr. Tecklenburg:

The Office of Solid Waste Reduction and Recycling is pleased to inform you that City of Charleston has been awarded a FY2017 Solid Waste Grant. Enclosed please find the original grant agreement. This must be signed and returned to our Office within ten days.

Please pay particular attention to section I.B. Scope of Work in the grant agreement. This section details the expenses that can be reimbursed. In addition, note carefully the information contained in section I.F. Grantee's Responsibilities and section II. Standard Terms and Conditions. These sections provide guidelines specific to this grant program.

As a reminder, all items, other than contractor costs and professional development, must be requisitioned, purchased or procured by the end of the third quarter. In addition, all expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured.

To accept the offer of this award, please sign the original grant agreement and return the original to our office. You may not begin work under the terms of your grant until the office is in possession of the signed original grant agreement. The office will mail you a notification when we receive the signed agreement.

Please send your signed original grant agreement to Jana White; DHEC Office of Solid Waste Reduction and Recycling; 2600 Bull St.; Columbia, SC 29201.

Congratulations on your award. Please call me at 803/898-1346 if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Sincerely,

Jana White

cc: ✓Katie McKain
Donna Emerson

D H E C

PROMOTE PROTECT PROSPER

Catherine E. Heigel, Director

Promoting and protecting the health of the public and the environment

SOLID WASTE MANAGEMENT
GRANT AGREEMENT

Section 44-96-130, S.C. Code of Laws

GRANT NOTIFICATION INFORMATION

Grantee:	City of Charleston 80 Broad St. Charleston, SC 29401
Grant Number:	10.01SW17
Grant Execution Date:	The later of July 1, 2016 or upon obtaining the final signature on this grant agreement.
Grant Ending Date:	June 30, 2017
Grant Amount:	Food Recovery Grant: $7,500.00
Authorized Representative: Phone Number: FAX Number:	Mayor John Tecklenburg (843) 724-3737 (843) 720-3827
Contact Person: Phone Number: FAX Number:	Katie McKain 2 George St., Ste. 3100 Charleston, SC 29401 (843) 724-3789 (843) 724-3772
Financial Officer: Phone Number: FAX Number:	Donna Emerson 116 Meeting St. Charleston, SC 29401 (843) 724-3710 (843) 720-3901

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

GRANT AGREEMENT

I. SCOPE OF SERVICES STATEMENT

A. INTRODUCTION

The Department of Health and Environmental Control (DHEC), Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for solid waste management projects approved for expenditure of funds under the Solid Waste Management Grant Program. The Solid Waste Management Grant Program was mandated under the South Carolina Solid Waste Policy and Management Act of 1991. City of Charleston submitted to the Office on April 8, 2016 an application for solid waste management grant funds.

A maximum of $7,500.00, inclusive of all costs will be granted for this project to the government of City of Charleston (hereinafter referred to as the Grantee).

B. SCOPE OF WORK

All purchases made under the scope of the grant, with the exception of contractor costs and professional development, must be requisitioned, purchased or procured by March 31, 2017 unless otherwise approved by the Office.

Local government staff will ensure that all materials collected in this program are recycled or reused. End markets and total annual tonnages for all materials collected as a result of this grant will be reported in the quarterly progress reports.

Funds will be used to implement a compost and food recovery program. Funds will be used to purchase collection bins, public education and Contractor Hauling Costs. Food will be collected from restaurants along the Upper Peninsula in Charleston. Food waste will then be taken to the Charleston County Composting Program. Public education funds will be used for promotional activities to include design, printing, and distribution of materials. All expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. Approval requests must be submitted to the Office no later than December 1, 2016. The Grantee will document and present findings to the State Solid Waste Advisory Council.

Budget:

Collection Bins	$1,500.00
Hauling Costs	$5,500.00
Public Education	$ 500.00

C. EFFECTIVE DATES

The term of this grant is July 1, 2016 or upon the date of the last signature, whichever is later through June 30, 2017. Grantees may apply for two 90-day extensions. Extensions must be requested in writing and approved by the Office thirty days before the end of the Grant period. Allowable costs may be charged to this agreement only during the term of this agreement.

D. REPORTING REQUIREMENTS

1. The Grantee shall submit Quarterly Progress Reports in accordance with the timeline detailed below. Quarterly Progress Report forms will be provided by the Office. Quarterly reports shall be submitted beginning October 15, 2016 and the 15th of the month after each quarter ends thereafter.

Quarter	Dates	Quarterly Report Due
1	Start Date – Sept. 30	October 15
2	Oct. 1 – Dec. 31	January 15
3	Jan. 1 – Mar. 31	April 15
4	Apr. 1 – June 30	July 15

2. The Grantee shall submit an Annual Progress Report in accordance with the South Carolina Solid Waste Policy and Management Act of 1991 detailing the tonnages of recyclable materials recovered.

3. The Grantee must submit the appropriate reports as required under the guidelines of the South Carolina Solid Waste Policy and Management Act of 1991 to participate in the program. All recycling projects must be consistent with the county or region plan submitted to DHEC.

4. The Grantee shall keep accurate records regarding the amount of materials recovered and recycled. The Grantee shall include this information in the progress reports.

E. PAYMENTS

1. Payment will be made on a reimbursement basis. All reimbursements must be requested with the reimbursement request form, which will be supplied by the Office. Detailed invoices and documentation must accompany each reimbursement request. Reimbursements will be made in accordance with the recipient's approved budget requirements as submitted and approved herein. Reimbursements shall not be requested until the goods have been delivered to the Grantee or the services have been provided, unless otherwise approved by the Office.

2. No travel expenses will be paid under this agreement.

3. All final reimbursement requests must be made within 45 days of the end of the grant period. At the end of the 45-day period, the grant will be closed and no additional reimbursements will be allowed. Failure to comply with the terms of this agreement shall result in refusal of reimbursement of grant funds to the Grantee.

4. All grant funds must be maintained in a restricted account or separate general ledger.

F. GRANTEE'S RESPONSIBILITY

1. The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.

2. The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.

3. The Grantee shall be responsible for the procurement, installation, operation and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in the Scope of Work.

4. The Grantee shall not provide any DHEC grant funds to private sector recycling programs unless specifically contracting for goods or services.

5. Obligations on any outstanding Solid Waste Management Grant must be fulfilled before any reimbursements are made on a new Solid Waste Management Grant unless otherwise approved by the Office.

6. All professional development must be pre-approved by the Office in order to qualify for reimbursement. The Professional Development Approval Form (travel) will be provided by the Office.

7. All signs and educational material must be pre-approved by the Office prior to production or printing. Draft signs and educational material must be submitted using the Promotional/Educational Approval Verification Form supplied by the Office. The Office reserves the right to deny reimbursement for any material that has not been pre-approved. Approval for activities described in the grant application does not constitute approval of specific educational materials.

8. The Grantee must provide documentation that the local government owns or has a signed lease agreement for any land that may be used in conjunction with the project before any equipment can be purchased.

II. TERMS AND CONDITIONS

A. MINORITY BUSINESS: The Grantee must agree to make positive efforts to use small and minority owned businesses and individuals. DHEC Form 128 is for use in providing this information.

B. SUBCONTRACTORS: Grantee shall not subcontract any of the work or services covered by this grant without DHEC's prior written approval.

C. ASSIGNMENT: The Grantee cannot assign or transfer the grant or any of its provisions without DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of the Grantee is considered an assignment.

D. AMENDMENTS: This grant may only be amended by written agreement of all parties, which must be executed in the same manner as the grant.

E. RECORDKEEPING, AUDITS, & INSPECTIONS: The Grantee shall create and maintain adequate records to document all matters covered by this grant. The Grantee shall retain all such records for six (6) years or other longer period required by law after the end of the grant period, and make records available for inspection and audit at any time DHEC deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Grantee shall allow DHEC to inspect facilities and locations where

activities under this grant are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this grant with no further obligation on the part of DHEC.

The Grantee must dispose of records containing DHEC confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by the Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

F. TERMINATION:

1. Either party may terminate the grant by providing thirty (30) days written notice of termination to the other party.
2. DHEC funds for this grant are payable from State fees. If funds are not appropriated or otherwise available to DHEC to pay the charges or fund activities under this grant, it shall terminate without any further obligation by DHEC upon written notice to the Grantee. Unavailability of funds will be determined in DHEHC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this grant.
3. DHEC may terminate this grant for cause, default or negligence on the Grantee's part at any time without thirty days advance written notice. DHEC may, at its option, allow the Grantee a reasonable time to cure the default before termination.
4. The Office shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state or local regulations, the terms of the grant award or these guidelines. The Office shall declare the local government or region ineligible for further participation in the program until the local government or region complies with the regulations, the terms of the grant award or these guidelines.

G. NON-DISCRIMINATION: No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this grant on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

H. INSURANCE: During the term of this grant, the Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect the Grantee from the types of claims which may arise out of or result from the Grantee's activities under the grant and for which the Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and /or malpractice insurance covering any professional services to be performed under the grant, and general liability insurance. If coverage is claims-based, the Grantee must maintain in force and effect any "claims made" coverage for a minimum of two years after the completion of all work or services to be provided under the grant. The Grantee may be required to provide DHEC with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.

I. DRUG FREE WORKPLACE: By signing this grant, the Grantee certifies that it will comply

with all applicable provisions of The Drug-free Workplace Act, S.C. Code of Laws, Section 44-107-10 et. Seq. as amended.

J. STANDARD OF CARE: The Grantee will perform all services under this agreement in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. The Grantee and the Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the grant.

K. NON-INDEMNIFICATION: LIMITATION ON TORT LIABILITY: Any term or condition of this Grant or any related agreements is void to the extent it: (1) requires DHEC to indemnify, defend, or pay attorney's fees to anyone for reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.

L. RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this grant. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this grant agreement.

M. CHOICE OF LAW: The grant agreement, any dispute, claim, or controversy relating to the grant agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

N. DISPUTES: All disputes, claims, or controversies relating to the Agreement shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Agreement, the Grantee consents to jurisdiction in South Carolina and to venue pursuant to this Agreement. The Grantee agrees that any act by DHEC regarding the Agreement is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to the jurisdiction of any court or agency of any other state.

O. DEBARMENT: The Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of grants by any state, federal or local agency. This certification is a material representation of fact upon which reliance was place when entering in this grant. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the grant for cause in addition to other remedies available.

P. SERVICE OF PROCESS: The Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.

Q. NOTICE: All notices under this grant agreement may be given by personal delivery, fax or e-mail (with confirmed receipt), or express, registered, or certified mail, FedEx or other common

express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

City of Charleston
Mayor John Tecklenburg
80 Broad St.
Charleston, SC 29401

DHEC
Jana White
2600 Bull Street
Columbia, SC 29201
1-800-768-7348
swgrants@dhec.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address.

R. COMPLIANCE WITH LAWS: The Grantee shall comply with all applicable laws and regulations in the performance of this grant agreement.

S. THIRD PARTY BENEFICIARY: This grant is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this agreement as a third party beneficiary or otherwise.

T. INSOLVENCY, BANKRUPTCY, AND DISSOLUTION: (a) Notice. The Grantee shall notify DHEC in writing within five (5) days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of State contracts against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this grant. (b) Termination. This grant is voidable and subject to immediate termination by DHEC upon the Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, or ceasing to do business.

U. SEVERABILITY: The invalidity or unenforceability of any provision of this grant shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

V. WAIVER: DHEC does not waive any prior or subsequent breach of the terms of this grant by making payments on the grant, by failing to terminate the grant for lack of performance, or by failing to enforce any term of the grant. Only the DHEC Contracts Manager has actual authority to waive any of DHEC's rights under this grant. Any waiver must be in writing.

W. PLACE OF CONTRACTING. This Agreement is deemed to be negotiated, made, and performed in the State of South Carolina.

X. ATTACHMENTS/ADDENDA: Any attachments, addenda or other materials attached to the grant agreement are specifically incorporated into and made part of this grant agreement.

Y. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:
DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or grantee shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U,.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC's policies and procedures regarding false claims may be obtained from the DHEC's Contracts Manager or Bureau of Business Management.

Any employee, agent or contractor of DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If the Grantee, Grantee's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Grantee is required to inform the Grantee's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. The Grantee must also inform the Grantee's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

Z. OTHER REPRESENTATIONS OF GRANTEE: The Grantee represents and warrants:

(a) Grantee has the professional, technical, logistical, financial, and other ability to perform its obligations under this Agreement.

(b) Grantee's execution and performance of this Agreement do not violate or conflict with any other obligation of Grantee.

(c) Grantee has no conflict of interest with its obligations under this Agreement.

(d) Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.

(e) Grantee has not previously been found in breach or default of any government contract, and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract, except as disclosed in Exhibit ____.

AA. EQUIPMENT:

1. Equipment and/or supplies having a value of $1,000.00 or greater will remain the property of the Grantee.
2. Equipment is defined as items of a permanent nature that can be used continuously and with a useful life of at least two years, and a cost of $1,000.00 or greater. Transportation, installation charges and sales tax on equipment are a part of the cost of equipment.
3. Equipment purchased is to be utilized for the full manufacturer's life expectancy and maintained per manufacturer's recommendations.

BB. LICENSE/ACCREDITATION: The Grantee represents and warrants that the Grantee and Grantee's employees and/or agents to perform services under this agreement currently hold in gold standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this grant, and that the Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. The Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this grant. The Grantee will immediately notify DHEC if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of the Grantee or Grantee's employees or agents providing or performing services under this grant.

CC. RECORDS RETENTION:

1. Records with respect to all matters covered by this grant agreement shall be retained by the Grantee for six (6) years after the end of the grant period, and shall be available for audit at any time such audit is deemed necessary by DHEC. If an audit has begun but is not completed at the end of the six-year period, the records shall be retained until resolution of the audit findings.

2. The Grantee must maintain a file with copies of related documents including, but not limited to, copies of the application and the grant agreement, all expenditure information, vouchers, receipts, solicitation notices, contracts, subcontracts, leases, travel and public education preapprovals, agreements and legal documents for inspection and review by the Office.

DD. PROCUREMENT:

1. All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that its procurements conform with the South Carolina Procurement Code Guidelines. If the Grantee has no established procurement policy, it must follow the South Carolina Procurement Code guidelines, Sec. 11-35-1550. The Grantee's procurement policy may be reviewed to assure that it is as restrictive as these standards and that it provides fair and open competition.
2. Sole source justifications must conform with the South Carolina Procurement Code Guidelines, Sec. 11-35-1560, Sole Source Procurement.
3. The grantee shall procure products and materials with recycled content where practicable. The decision not to procure such items shall be based on a determination that such procurement items are not available within a reasonable period of time, fail to meet performance standards or are only available at a price that exceeds by more than seven and one-half percent the price of alternative items.

EE. CONFLICT OF INTEREST:

Personnel or other officials connected with this grant shall adhere to the requirements given below.

1. Advice: No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

   No DHEC employee shall participate in the completion of, be responsible for, participate personally through decision, approval, disapproval, the completion of the application, or be directly involved or responsible for the implementation of the grant project.

2. Appearance: In the use of these grant funds, officials or employees of local governments and non-government subgrantees shall avoid any action which might result in or create the appearance of:
   1) Using his official position for private gain;
   2) Giving preferential treatment to any person;
   3) Losing complete independence or impartiality;
   4) Making an official decision outside official channels, or
   5) Affecting adversely the confidence of the public in the Integrity of the State government or the program.

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

GG. COPYRIGHT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this agreement shall belong to DHEC. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to DHEC. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to DHEC. Grantee shall execute without additional compensation any additional documents DHEC may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

HH. IRAN DIVESTMENT ACT- CERTIFICATION. (a) The Iran Divestment Act List is a list published by the Budget &Control Board pursuant to S.C. Code Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at http://procurement.sc.gov/PS/PS-irandivestment.phtm. (b) By entering into this Agreement, Grantee certifies that, as of the execution and effective date of the Agreement, Grantee is not on the then-current version of the Iran Divestment Act List. This representation is a material inducement for DHEC to enter into this Agreement.

II. IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS. (a) Grantee must notify the DHEC Contracts Manager immediately if, at any time during the Agreement term, Grantee is added to the Iran Divestment Act List established pursuant to S.C. Code Ann. Section 11-57-310. (b)

Consistent with Section 11- 57-330(8), Grantee shall not contract with any person to perform a part of the services under this Agreement, if, at the time Grantee enters into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

JJ. OPEN TRADE REPRESENTATION: The Grantee represents that the Grantee 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 S.C. Code Section 11-35-5300.

KK. OPEN TRADE: During the agreement term, including any renewals or extensions, the Grantee will not engage in the boycott of a person or an entity based in doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-35-5300.

LL. OFFER AND ACCEPTANCE
The State of South Carolina, acting by and through the Department of Health and Environmental Control (DHEC), hereby offers assistance to the local government of City of Charleston for all allowable costs incurred up to and not exceeding $7,500.00.

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (DHEC):

for Myra Reece
Director of Environmental Affairs

6-13-16
Date

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:

(The Grantee's authorized representative, the financial representative and contact person must sign the grant instrument and return the original to the Office.)

Signature of Authorized Representative — Date

Signature of Contact Person — Date

Signature of Financial Officer — Date

COMMITTEE / COUNCIL AGENDA

8.

TO: John J. Tecklenburg, Mayor

FROM: Amy K. Wharton DEPT. BFRC

SUBJECT: OFFICE OF CULTURAL AFFAIRS – THE JOANNA FOUNDATION

REQUEST: To accept The Joanna Foundation grant in the amount of $2,000 for 2016 MOJA Arts Festival Educational Outreach Program

COMMITTEE OF COUNCIL: W&M DATE: July 19, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Office of Cultural Affairs	X	☐		☐
Grants Manager	X	☐		☐

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

No city match required.

Mayor's Signature: _____
John 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 Joanna Foundation

June 20, 2016

The Honorable John J. Tecklenburg, Mayor
Mr. Gordon Rooney, Development Manager
City of Charleston
75 Calhoun Street, Suite 3800
Charleston, SC 29401

Dear Gordon and Mayor Tecklenburg:

At our recent Board Meeting, The Joanna Foundation trustees approved a grant of two thousand dollars ($2,000.00) as general support for the City of Charleston's 2016 MOJA Arts Festival. A check for that amount is enclosed. This grant responds to the proposal submitted on May 28.

The Joanna Foundation board members are pleased to support this year's MOJA Arts Festival. The MOJA Arts Festival is an important celebration of African American and Caribbean contributions to our community's cultural tapestry, and we hope these funds will help outreach efforts to engage and involve as many people as possible.

Our grant-making procedures include completion of a **Statement of Acceptance**. You will receive the statement template via email. Please follow the instructions and return the signed document by emailing a pdf file or by posting a paper copy to us at P.O. Box 308, Sullivan's Island, SC 29482.

In addition, we invite you to **submit a photo for our web site**. A key feature of our home page is a slide show of recent grantees. We would love to include the MOJA Arts Festival. Please pay careful attention to the photo specifications. We need a digital photo that: (a) is in jpg, tiff or png format, AND (b) has dimensions that are **1140 pixels wide x 550 pixels tall** or as close as possible (horizontal/landscape orientation is required). We also request **permission** to use the photo via completion of a consent form that you also will receive by email. Ideally, the photo will evoke your mission or be emblematic of your organization. **Do not insert text or a logo in the photo;** we will add a caption. Please see the photos currently at www.joannafoundation.org for examples.

This letter also confirms that neither The Joanna Foundation nor its officers and trustees may receive any gifts or benefits in connection with this grant.

Please let me know if you have any questions. The best way to reach me is via email at info@joannafoundation.org.

With best regards,

Peggy Schachte

Margaret P. Schachte
Executive Vice President

Enclosure: Check #2425

Post Office Box 308
Sullivan's Island SC 29482-0308
Phone/Fax 843-883-9199
www.joannafoundation.org | info@joannafoundation.org

Printed on recycled paper

City of Charleston

John J. Tecklenburg
Mayor

South Carolina
Office of Cultural Affairs

Scott Watson
Director

STATEMENT OF ACCEPTANCE

Margaret P. Schachte
Executive Vice President
The Joanna Foundation
P. O. Box 308
Sullivan's Island, SC 29482

Dear Ms. Schachte:

In accepting a grant of $ 2,000 from The Joanna Foundation ("Foundation"),

The City of Charleston (Office of Cultural Affairs) ("Grantee") gives assurance of the following:

1. Confirms that the Grantee is exempt from federal income taxes as determined by the Internal Revenue Code under provisions of Section 115(1) of the United States Internal Revenue Code (contributions used exclusively for public purposes are deductible under Section 170(c)(1) of the Code) and is not a private foundation under Section 509 of the Internal Revenue Code.

2. Agrees to notify the Foundation immediately should the Internal Revenue Service revoke the Grantee's exemption or publish Grantee's name as an organization not exempt under provisions of Section 115(1).

3. Agrees to expend the funds received from the Foundation only for the purposes of the grant, for the public good, without discrimination on the basis of race, creed, sex, religion or national origin, and to refrain from using any of the funds for the purpose of lobbying or engaging in political activity.

4. Acknowledges that, in making this grant, the Foundation does not guarantee or warrant in any way to anyone any product or service acquired or used by or rendered for or in consideration of the Grantee's use of these funds.

The acceptance of this grant and the terms and conditions stated above is signed by an authorized officer of the Grantee.

Accepted: City of Charleston (Office of Cultural Affairs)
(Name of Grantee Organization)

By: John J. Tecklenburg, Mayor
(Name and Title of Authorized Officer)

Signature: _____

Date: July 19, 2016

75 CALHOUN STREET, SUITE 3800, CHARLESTON, SOUTH CAROLINA 29401
PHONE: (843) 724-7305 / FAX: (843) 720-3967
WEBSITE: www.charlestonarts.org EMAIL: CulturalAffairs@charleston-sc.gov

CPR COMMITTEE and/or COUNCIL AGENDA

9.

TO: John J. Tecklenburg, Mayor

FROM: Bill Turner / Matt Frohlich **DEPT.** Parks – Capital Projects

SUBJECT: PUBLIC SAFETY OPERATIONS CENTER (PSOC) RENOVATION CHANGE ORDER #1

REQUEST: The approval of Change Order #1 to the Construction Contract with Belfor Property Restoration in the amount of $10,909.00 for infill of a floor hole with new framing in preparation for VCT ($275.00), installation of sheetrock soffit for existing according door ($1,985.00), running IT drop from overhead through CMU in lieu of surface mounted ($750.00) and installing carpet tile throughout ($7,899.00). This approval will result in a budget transfer of $10,909 to the Belfor Property Restoration Construction Contract from the Project Contingency ($8,119.11) and the Police Department ($2,789.89). The contract time remains unchanged. The total project budget will increase by $2,789.89.

COMMITTEE OF COUNCIL: Ways and Means **DATE:** July 19, 2015

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Capital Projects Director	☐	☐	Amy Wharton	☐
Corporate Counsel	☐	☐	Frances L Cantwell	☐
CPR Committee Chair	☐	☐	John J. Tecklenburg	☐
MBE Manager	☐	☐		☐

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

If yes, provide the following: Dept/Div **PARKS – Capital Projects** Acct # **051419-58240**

Project Number **CP1504**

Balance in Account **$10,909.00** Amount needed for this item **$10,909.00**

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: **The change order will increase the Construction Contract with Belfor Property Restoration in the amount of $10,909.00 from $143,750.00 to $154,659.00. The funding sources for this project are: Federal Seized & Forfeited Funds ($58,150) and savings in fuel and salaries achieved by the Police Department in 2014 & 2015 ($167,089.00). With approval of this Change Order, Council is approving the transfer within the budget from 200000-52054 in the amount of $2,789.89 in the General Fund to the project.**

Mayor's Signature: John J. Tecklenburg

John J. Tecklenburg, Mayor

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

City of Charleston
Construction Change Order

PROJECT: CP1504: RENOVATIONS TO CHARLESTON POLICE STATION COMMUNICATIONS AREA

CONTRACTOR: BELFOR PROPERTY RESTORATION **CHANGE ORDER NO. 1**

1. Description of the Change Order:
   a. Infill hole in floor with new framing in preparation for installation of VCT.....Add $275.00
   b. Install sheetrock soffit for existing accordion door.....Add $1,985.00
   c. Run IT drops from overhead through CMU in lieu of surface mounted from below...Add $750.00
   d. Install new carpet tile thoughout.....Add $7,899.00
   Total $10,909.00

2. Adjustments to the Contract Amount:

Original Contract Amount	$143,750.00
Change by Previously Approved Change Orders	$0
Contract Amount prior to this Change Order	$143,750.00
Amount of this Change Order	$10,909.00
New Contract Amount, including this Change Order	$154,659.00

3. Adjustments in Contract Time:

Original Date for Substantial Completion	December 10, 2016
Change in Days by Previously Approved Change Orders	0 Days
Change in Days for this Change Order	0 Days
New Date for Substantial Completion	December 10, 2016

4. Amount of this Change Order performed by MBE..... $0

Glick Boehm and Associates, Inc. Architect/ Engineer	Belfor Property Restoration, Inc. Contractor	City of Charleston Owner
493 King Street, Suite 100 Charleston, SC 29403 Address	7629 Southrail Road North Charleston, SC 29420 Address	823 Meeting St Charleston, SC 28403 Address
Signature	Signature	Signature
By: Shawn Mellin, AIA, LEED AP	By: Christopher Burnett	By: John J. Tecklenburg, Mayor
Date: 6.20.16	Date: 6-2-16	Date:

REQUEST FOR INFORMATION

Project: **Lockwood Police Station**
180 Lockwood Blvd.
Charleston, South Carolina 29403

RFI No. **02**
Floor Hole Infill
GBA Project No. 1403

To: **James (Billy) Bishop Jr.**
Copy: Glick/Boehm & Associates, Inc.

From: **Chris Haynes**
Company: Belfor Property Restoration

Date: **September 21, 2015**

Information Requested:

Demo revealed a roughly 3x3 hole in the concrete floor of the Video Room.

Initiated by: Chris Hynes Date: September 21, 2015

Reference: Drawing: A101 Detail:
Specification: Paragraph:

Proposed Solution:

A detail is needed to infill the hole with framing in prep for the new vct flooring.

Respond By: Additional Time: Additional Cost: **275**

Response/Comments:

See the attached detail provided by structural to infill the existing hole.

By: James (Billy) Bishop Jr. Date: September 21, 2015

REQUEST FOR INFORMATION

Project:	**Lockwood Police Station** 180 Lockwood Blvd. Charleston, South Carolina 29403	RFI No. **04** **Accordion Door** GBA Project No. 1403

To: **James (Billy) Bishop Jr.**
Copy: Glick/Boehm & Associates, Inc.

From: **Chris Burnett**
Company: Belfor Property Restoration

Date: **September 22, 2015**

Information Requested:

The ceiling where the accordion door is going is 8'7. The room where the door was has a 9' ceiling.

Initiated by: Chris Hynes Date: September 21, 2015

Reference: Drawing: A101 Detail:
Specification: Paragraph:

Proposed Solution:

We are proposing that we build a soffit for the door that would go above the ceiling grid. The sides of the soffit will be flush with the ceiling grid. The door would stay at the 9' height. This would be done to accommodate the height versus ordering a new dood.

Respond By: Additional Time: **No** Additional Cost: **1985.00**

Response/Comments:

By: James (Billy) Bishop Jr. Date: September 21, 2015

REQUEST FOR INFORMATION

Project:	**Lockwood Police Station** 180 Lockwood Blvd. Charleston, South Carolina 29403	RFI No. 8 **IT Drops** GBA Project No. 1403

To: **James (Billy) Bishop Jr.**
Copy: Glick/Boehm & Associates, Inc.

From: **Chris Burnett**
Company: Belfor Property Restoration

Date: **November 11, 2015**

Information Requested:

We are looking to run the IT drops the same way that we ran the electrical drops along the exterior walls.

Initiated by: Chris Hynes Date: November 11, 2015

Reference: Drawing: E101 Detail:
Specification: Paragraph:

Proposed Solution:

We are proposing that we recess the IT drops in the block just like the electrical lines. We have recessed the electrical boxes and ran the wire through the block. We did this to get a clean look as the way that we had the electrical lines did not look like what everyone expected. We will need to cut out an area on each side of the electrical boxes and make the hole in the concrete block bigger to support the CAT 6A cables. We would put a pull string in the block for the IT Contractor.

Respond By: Additional Time: 1 DAY Additional Cost: **750.00**

Response/Comments:

By: Date: November 11, 2015

Belfor Property Restoration

7629 Southrail Road
North Charleston, SC 29420
Phone: 843-767-0711
Fax: 843-767-0714

Client:	Charleston Police Department
Property:	180 Lockwood Drive Charleston, SC 29403
Operator:	CHRIS.HA
Estimator:	Chris Haynes
Company:	BELFOR Property Restoration
Business:	(843) 300-8335
E-mail:	chris.haynes@us.belfor.com
Type of Estimate:	Other
Date Entered:	11/12/2015
Date Assigned:	
Price List:	SCCH8X_NOV15
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	CHARLESTON_PD

This estimate is for the removal and replacement of the carpet tile squares in the PSOC area on the second floor. It includes (1) Office, (1) Conference Room 1, and the (2) Communications Areas. Please reference attached sketch for areas of replacement.

Belfor Property Restoration

7629 Southrail Road
North Charleston, SC 29420
Phone: 843-767-0711
Fax: 843-767-0714

CHARLESTON_PD

Main Level

Communications Area 1	Height: 8'
DESCRIPTION	QTY
1. Carpet tile - Standard grade	1,095.59 SF

Office	Height: 8'
DESCRIPTION	QTY
2. Carpet tile - Standard grade	109.90 SF

Communications Area 2	Height: 8'
DESCRIPTION	QTY
3. Carpet tile - Standard grade	814.85 SF

Conference Room 1	Height: 8'
DESCRIPTION	QTY
4. Carpet tile - Standard grade	240.06 SF

Grand Total	7,898.61

Chris Haynes

COMMITTEE / COUNCIL AGENDA

10.

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

FROM: Michael Mathis DEPT. Traffic & Transportation

SUBJECT: Resolution for Maybank Highway (SC 700) Improvements Project

REQUEST: Approve resolution between the South Carolina Department of Transportation, Charleston County, and the City of Charleston for improvements to Maybank Highway from Paul Gelegotis Bridge to River Road.

COMMITTEE OF COUNCIL: Ways & Means DATE: July 19, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Traffic & Transportation	X			X
Legal	X			

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

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

Balance in Account Amount needed for this item

NEED: Identify any critical time constraint(s).

CFO's Signature:

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.

SCDOT R/W Form 807 (10-04)

MUNICIPAL STATE HIGHWAY PROJECT AGREEMENT

STATE OF SOUTH CAROLINA)
) RESOLUTION
COUNTY OF CHARLESTON)

Road/Route	**Maybank Highway (S.C. RTE. 700)**
File	**10.037001A**
Project	**Maybank Highway Improvements (S.C. RTE. 700) Maybank Highway**
PIN	**37001**

WHEREAS, Charleston County ("the County") and the South Carolina Department of Transportation ("SCDOT") propose to construct, reconstruct, alter, or improve the certain segments of the highway(s) in the State Highway System referenced above which are located within the corporate limits of the City of Charleston (hereinafter, "the City"); and

WHEREAS, the City wishes to authorize the construction and improvements of the aforesaid highway(s) in accordance with the project description provided in Attachment A and illustrated in Attachment B.

NOW THEREFORE, BE IT RESOLVED that, pursuant to S.C. Code Ann. §57-5-820 (1976, as amended), the City does hereby consent to the construction or improvements of the aforesaid highway(s) within its corporate limits in accordance with Exhibits A and B, and further, the City does hereby approve the project as provided for in Code §57-5-830.

BE IT FURTHER RESOLVED, that the foregoing consent shall be the sole approval necessary from the City for SCDOT and the County to complete the project and constitutes a waiver of any and all other requirements with regard to construction within the City's limits. The foregoing waiver and consent shall also extend to the benefit of utility companies engaged in relocating utility lines on account of the project. Further, the City shall exempt all existing and new right-of-way and all other properties purchased in connection with right-of-way for the highway(s) from any general or special assessment against real property for municipal services.

BE IT FURTHER RESOLVED, that the City will be responsible for the perpetual maintenance of all landscaping, irrigation, and traffic signals as part of the project within the highway(s) right-of-way.

BE IT FURTHER RESOLVED, that the City will assist SCDOT and the County in causing all water, sewer and gas pipes, manholes, or fire hydrants, and all power or telephone lines or poles located within the existing right-of-way to be relocated at the utility company's expense, except where the utility can demonstrate a prior right of occupancy. To the extent that City-owned utilities are to be relocated in accordance with the project plans, those utility pipes, lines, or hydrants may be replaced upon the new highway right-of-way at such locations as may be approved by SCDOT and the County. The City agrees to indemnify and hold harmless SCDOT and the County to the fullest extent allowed by law against any and all claims or actions brought against it arising out of the placing, maintenance, or removal of any utilities by the City or its contractors. Future utility installations by the City within the limits of the new right-of-way after project completion shall be pursuant to a standard utility encroachment permit obtained in the normal course and issued pursuant to SCDOT's "A Policy for Accommodating Utilities on Highway Rights-of-Way.", August 2005, as revised.

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

IN WITNESS WHEREOF, this Resolution is adopted and made a part of the Municipal records this _____ day of _____, 20_____, and the original of this Resolution will be filed with the South Carolina Department of Transportation at Columbia and Charleston County in North Charleston.

Dated:

Charleston, South Carolina
Municipality

ATTEST:

By: _____
Mayor

_____
Clerk

Attachments:
Attachment A – Project Description
Attachment B – Project Plans

MUNICIPAL STATE HIGHWAY PROJECT AGREEMENT

ATTACHMENT A

Road/Route	**Maybank Highway (S.C. RTE. 700)**
File	**10.037001A**
Project	**Maybank Highway Improvements (S.C. RTE. 700) Maybank Highway**
PIN	**37001**

Project Description

The project proposes to improve Maybank Highway (S.C. RTE. 700) from the Paul Gelegotis Bridge to River Road (S-10-54) from two lanes to three lanes with the additional lane being westbound coming onto Johns Island. Improvements also include the intersection of Maybank Highway (S.C. RTE. 700) with its intersection of River Road (S-10-54). The purpose of the project is to improve traffic flow and safety on Maybank Highway, as well as provide adequate bicycle and pedestrian accommodations.

MUNICIPAL STATE HIGHWAY PROJECT AGREEMENT

ATTACHMENT B

Road/Route	**Maybank Highway (S.C. RTE. 700)**
File	**10.037001A**
Project	**Maybank Highway Improvements (S.C. RTE. 700) Maybank Highway**
PIN	**37001**

Plan Set

Maybank Highway Improvements Project Plans signed and sealed May 26, 2016 by HDR|ICA Engineering

11.

Ratification
Number_____

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF CHARLESTON FRANCHISE AGREEMENTS WITH MARK RYERSON, LOW COUNTRY VENDORS, CHUN HONG CHAN, KYLE PHILLIPS, ANTELMO VARGAS, KEVIN SCHELL, JACK BYRNE AND SASSYASS COFFEE FOR CERTAIN DESIGNATED SPACES WITHIN THE CITY OF CHARLESTON FROM WHICH FOOD OR DRINK OR READING MATERIAL SOLD IN CONJUNCTION WITH THE SALE OF FOOD OR DRINK MAY BE SOLD FROM STATIONARY CARTS OR OTHER DEVICES.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBED:

Section 1. The Mayor is hereby authorized to enter into and execute, on behalf of the City, a Franchise Agreement with each of the following individuals or companies for the right to utilize certain designated spaces within the City from which food or drink or reading material sold in conjunction with the sale of food or drink may be sold from stationary carts or other devices as designated on the map of 2016 Street Vending Spaces marked as Exhibit A, attached hereto and incorporated herein by reference, pursuant to the terms of the Franchise Agreement marked as Exhibit B, attached hereto and incorporated herein by reference, as follows:

Space No. 1 (East Bay & Gillon)	Low Country Vendors	$9,205.00
Space No. 2 (Broad & Meeting)	Mark Ryerson	$6,100.00
Space No. 4 (Waterfront Park)	Low Country Vendors	$36,555.00
Space No. 6 (Concord & Cumberland)	Kyle Phillips	$2,500.00
Space No. 7 (Glebe & George)	Antelmo Vargas	$5,000.00
Space No. 8 (Ashley & Sabin)	Chun Hong Chan	$5,000.00
Space No. 9 (Meeting & John)	Kevin Schell	$1,360.00
Space No. 14 (Marion Square at Meeting & Calhoun)	Jack Byrne	$3,100.00
Space No. 15 (Marion Square at King & Calhoun)	Sassyass Coffee	$6,000.00
Space No. 16 (King & Princess)	Low Country Vendors	$9,205.00

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this ____day of _____ in the year of Our Lord, 2016, in the 241st Year of the Independence of the United States of America.

BY: _____
John J. Tecklenburg, Mayor
City of Charleston

ATTEST:

BY: _____
Vanessa Turner Maybank
Clerk of Council

EXHIBIT A

(List and Map of 2016 Street Vendor Spaces)

LIST OF 2016 VENDOR LOCATIONS

SPACE NUMBERS:	LOCATIONS:
1.	East Bay & Gillon
2.	Broad & Meeting
3.	King & Queen
4.	Waterfront Park
5.	Meeting & Horlbeck
6.	Concord & Cumberland
7.	Glebe & George
8.	Ashley & Sabin
9.	Meeting & John
10.	Ann & Meeting
11.	President & Doughty
12.	Drake & Columbus
13.	Spring & King
14.	Marion Square @ Meeting & Calhoun
15.	Marion Square @ King & Calhoun
16.	King & Princess

EXHIBIT B

(2016 Franchise Agreement)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

FRANCHISE AGREEMENT
2016-2017

FRANCHISE AGREEMENT executed this ____ day of _____, 2016, by and between the **CITY OF CHARLESTON,** South Carolina (herein the "Grantor"), and _____ (herein the "Grantee") for **Vendor Space Number _____, located at** _____).

WHEREAS, § 17-121 of the *Code of the City of Charleston* provides that the Committee on Traffic and Transportation, after input from the Director of Traffic and Transportation, shall have the authority to approve the franchising of certain public spaces dedicated for the sale of food, drink or reading material sold in conjunction with the sale of food or drink (the "Vendor Spaces" and individually the "Vendor Space"); and

WHEREAS, the Committee on Traffic and Transportation recommended and approved that the Vendor Space(s) as hereinafter described be awarded to a Grantee under a Franchise Agreement with the Grantor; and

WHEREAS, the Traffic and Transportation Committee and City Council, at a meeting held on _____, **2016**, approved the specifications for the franchising of Vendor Spaces, as are contained herein; and

WHEREAS, after advertising for, and receipt of sealed bids, it has been determined that the franchise for the Vendor Spaces hereinafter described be awarded to the Grantee.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein, and in further consideration of the sum of $3.00, the receipt and sufficiency of which are hereby acknowledged by the Grantor, it is agreed as follows:

1. Grant of Franchise:

There is hereby granted by the Grantor to the Grantee the first right and privilege to sell food, drinks or reading material sold in conjunction with the sale of food or drink from a stationary cart, vehicle or device (the "Stationary Cart") in **Vendor Space Number ___** as is hereinafter delineated, subject to the terms and conditions hereinafter set forth.

2. For Franchised Vendor Spaces 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 16:

A. The location of the Vendor Space which is the subject of this Franchise Agreement is located at _____, and measures and contains approximately 70 square feet with dimensions of 7 feet wide by 10 feet long, and is designated as **Vendor Space Number ___ (the "Vendor Space")** on a **Map of Street Vendor Spaces** marked as "Exhibit A," attached hereto and incorporated by reference herein.

Please note the Street Vendor Spaces have been renumbered and are different than the 2015-2016 Street Vendor Space numbers and locations.

B. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of the Vendor Space as set forth in Paragraph 2(A) above. Prior to the execution of this Franchise Agreement and as a condition precedent thereto, if needed, Grantor shall inspect Grantee's Stationary Cart in the Vendor Space to verify Grantee's ability to comply with the requirements set forth in Paragraphs 2(A) and 2(B) above. If Grantee's Stationary Cart does not comply with such requirements, Grantee shall not be permitted to sign this Franchise Agreement until such time as Grantee shall comply with requirements.

C. No generator, electricity or open flames shall be permitted in any Vendor Space.

3. Additional Requirements for Franchised Vendor Space Number 4:

A. The location of Vendor Space Number 4 is located at **Waterfront Park,** and measures 6' by 8' in size and is designated as **Vendor Space Number 4 (the "Space")** on a **Map of Street Vendor Spaces** marked "Exhibit A," attached hereto and incorporated by reference herein and further defined in "Exhibit B," attached hereto and incorporated by reference herein.

No motorized vehicle shall be used to tow or pull the Stationary Cart to or from Vendor Space Number 4 within Waterfront Park. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate

within the boundaries of the Vendor Space as set forth in Paragraph 3(A) above. The Grantor reserves the right to relocate Vendor Space Number 4 within Waterfront Park in its sole discretion.

Vendor Space Number 4 shall not be available to any other licensed vendor on a first-come, first serve basis.

B. No generator, electricity or open flames shall be permitted in Vendor Space Number 4.

4. Additional Requirements for Franchised Vendor Space Number 14:

A. Vendor Space Number 14 is located in **Marion Square** at the corner of Calhoun and Meeting Streets and measures 6' by 8' in size and is designated on the **Map of Street Vendor Space Number 14** marked as "Exhibit C" attached hereto and incorporated by reference herein. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of Vendor Space Number 15 as set forth in Paragraph 4(A) above.

B. Grantee shall only access Marion Square in order to place and remove a Stationary Cart at Vendor Space Number 14 in the following particulars:

1. As to Vendor Space Number 14, Grantee shall be prohibited from driving his vehicle onto Marion Square for the purpose of placing

or removing the Stationary Cart at Vendor Space Number 14. Grantee shall only be permitted to hand-push the Stationary Cart within Marion Square for the sole purpose of setting up and removing the Stationary Cart from Vendor Space Number 14. Public-metered parking spaces are available to the Grantee on Hutson and Meeting Streets in which Grantee is permitted to park his vehicle, unload and load his Stationary Cart from his vehicle and hand-push his Stationary Cart into and out of Vendor Space Number 14 in Marion Square. The Grantee shall be permitted to stand in the area of Marion Square immediately adjacent to Vendor Space Number 14 while conducting business therefrom. No generator, electricity or open flames shall be used within Vendor Space No 14. The Grantor reserves the right to relocate Vendor Space Number 14 within Marion Square in its sole discretion.

C. With respect to Vendor Space Number 14, in addition to the permitted Hours of Operation set forth in Section 10 herein, Grantee of Vendor Space Number 14 shall be permitted to use Vendor Space Number 14 from 7:00 a.m. until 7:00 p.m. during eastern standard time and 7:00 a.m. until dark during daylight savings time, including Saturdays and Sundays during the Farmer's Market, Holiday Magic, Piccolo Spoleto Festival, MOJA Festival and New Year's Eve.

D. Vendor Space Number 14 shall not be available to any other licensed vendor on a first-come, first-serve basis at any time.

5. Additional Requirements for Franchised Vendor Space Number 15:

A. Vendor Space Number 15 is located in **Marion Square** near the corner of Calhoun and King Streets, measures 6' by 8' in size or as approved by the Grantor and is designated on the **Map of Street Vendor Spaces Number 15** marked as "Exhibit D" attached hereto and incorporated by reference herein. The Grantor reserves the right to relocate Vendor Space Number 15 during special events at Marion Square, including but not limited to the Charleston Farmers Market, Piccolo Spoleto, MOJA, Holiday Magic and New Year's Eve. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of Vendor Space Number 15 as set forth in Paragraph 5(A) above.

B. Grantee shall only be permitted to drive his vehicle onto Marion Square from King Street using the access area from King Street more fully shown on Exhibit D for the sole purpose of setting up and removing his Stationary Cart from Space No. 15. Once Grantee has brought his Stationary Cart onto Marion Square in accordance with this section, Grantee shall be required to detach his Stationary Cart from his vehicle, hand-push his Stationary Cart to Space No. 15 and remove his vehicle from the access area in Marion Square. When exiting Marion Square, Grantee shall also be required to hand-push his Stationary Cart from Space No. 15 to the access area and then to load his Stationary Cart onto a vehicle and remove it from Marion Square. Grantee shall be required to confine

himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of Vendor Space Number 15 as set forth in Paragraph 5(A) above. The Grantee shall be permitted to stand in the area immediately adjacent to Space No. 15 while conducting business therefrom. No generator, electricity or open flames shall be used within Space No 15. The Grantor reserves the right to relocate Space Number 15 within Marion Square in its sole discretion.

C. Vendor Space Number 15 shall not be available to any other licensed vendor on a first-come, first-serve basis.

D. With respect to Vendor Space Number 15, in addition to the permitted Hours of Operation set forth in Section 11 herein, Grantee of Vendor Space Number 15 shall be permitted to use Vendor Space Number 15 from 7:00 a.m. until 7:00 p.m. during eastern standard time and 7:00 a.m. until dark during daylight savings time, including Saturdays and Sundays during the Farmer's Market, Holiday Magic, Piccolo Spoleto Festival, MOJA Festival and New Year's Eve.

6. Term:

The term of this Franchise Agreement shall be for a period of one (1) year commencing **August 21, 2016, and ending August 20, 2017.**

7. Franchise Fee:

As and for the right to utilize the Vendor Space pursuant to the terms of this Franchise Agreement, and as a Franchise Fee therefor, the Grantee shall pay unto the Grantor the sum of **$**_____ in the form of certified funds with at least one-half (50%) of said sum being due and payable to the Grantor at the Office of the Deputy Corporation Counsel upon the execution of this Franchise Agreement on **July 5 - 7, 2016**, and the final one-half (50%) of said sum in like form being due and payable at the office of the Office of Deputy Corporation Counsel on or before **November 13, 2016.**

8. Business License/Street Vendor Permit:

Notwithstanding the payment of the Franchise Fee as set forth in Paragraph 7, the Grantee shall, throughout the term of this Franchise Agreement, maintain a current City of Charleston business license and approved criminal background check in accordance with § 17-95 of the *Code of the City of Charleston* with the Grantor. In addition to the requirements set forth in § 17-95 of the *Code of the City of Charleston*, Grantee shall submit a copy of his or her birth certificate and, if applicable, a Court Order amending his or her birth name as it appears on his or her birth certificate to the City prior to the criminal background check of the Grantee being processed by the Charleston Police Department. Failure by the Grantee to receive an approved criminal background check in accordance with this Paragraph shall constitute grounds for Grantor not approving the Franchise Agreement or immediately terminating the Franchise Agreement with the Grantee at no cost to the Grantor. No employee of a Grantee shall operate in the Vendor

Space pursuant to this Franchise Agreement unless the employee has received an approved criminal background check in accordance with the provisions of this Paragraph and provided same to the Grantor.

9. Public Liability Insurance:

As a condition of this Franchise Agreement, the Grantee shall acquire and maintain, throughout the term of this Franchise Agreement, public liability insurance insuring against personal injury, death and property damage arising out of Grantee use of the Vendor Space with minimum limits of $300,000.00 per person, $600,000.00 per occurrence and $300,000.00 for property damage. The Grantor shall be named as an Additional Insured on said policy, and the policy shall provide that the Grantor shall be notified in writing at least ten (10) days in advance of any cancellation of or change in the policy. Proof of insurance shall be filed with the Grantor upon the execution of this Franchise Agreement and during the term of the Franchise Agreement as requested by the Grantor. Notwithstanding this requirement for insurance, the Grantee agrees to indemnify and hold harmless the Grantor, its agents, officers and employees from and against any and all claims, losses, damages, judgments and expenses, including attorney's fees, that may arise or be alleged to have arisen as a result of the Grantee utilizing the Vendor Space which is the subject of this Franchise Agreement.

10. Health Regulations:

The Grantee shall, throughout the term of this Franchise Agreement, comply with any and all applicable rules and regulations as may be promulgated by the South Carolina

Health Department ("SCDHEC") pertaining to the public sale or dispensing of food or drink.

11. Hours of Operation:

Unless otherwise specified herein, the Grantee shall be entitled to the exclusive use of the Vendor Space from 7:00 a.m. to 7:00 p.m. on a daily basis throughout the term of this Franchise Agreement. On any day during the term of this Franchise Agreement that the Grantee is not open for business at the Vendor Space by 11:00 a.m., or, if during any day of the term of this Franchise Agreement the Grantee shall vacate the Vendor Space prior to 7:00 p.m., then the Vendor Space, excluding Vendor Spaces Number 4, 14 and 15, shall be available to any other licensed vendor who may occupy the Vendor Space for the remainder of the day. Notwithstanding the foregoing, the Vendor Space shall not be available to any other licensed vendor on a first come first serve basis for any day during the term of this Franchise Agreement before 11:00 a.m. even if the Vendor Space is vacant at any time before 11:00 a.m.; provided, however, in the event that the Grantor shall require the use of the Vendor Space for a Grantor-sponsored event, the Grantor shall provide an alternative space to Grantee for vending during said event at no cost to the Grantor. Also, in the event that construction or a special event is occurring in the vicinity of the Vendor Space, the Grantor shall be able to relocate the Vendor Space to an adjacent area approved by the Grantor that is not impacted by the construction or special event until construction or the special event is concluded.

12. Maintenance of Vendor Space:

The Grantee shall, on a daily basis, remove any and all vending apparatus from the Vendor Space(s) at the end of the day or during any time that the Vendor Space is not manned. Additionally, the Grantee shall be responsible for maintaining the area in and around the Vendor Space in a clean condition, free of litter, trash or rubbish. The Grantee's responsibility for maintenance shall include the Vendor Space, as well as any and all areas within forty (40) feet of the perimeter of the Vendor Space.

13. Meter Feeding/Encroachment:

The Grantee shall not occupy any space, including parking spaces, beyond the perimeters of the Vendor Space. Meter feeding by the Grantee or any of its employees or agents is expressly prohibited.

14. Recyclable Materials:

The Grantee shall utilize recyclable or biodegradable containers and/or materials in the sale of food or drink at the Vendor Space.

15. Assignment/Subletting:

The Grantee shall not, under any circumstances, assign or sublet, enter into a partnership agreement or any other agreement regarding any of its rights to the Vendor Space or any of its rights under this Franchise Agreement to any other person, firm or entity. In addition to the prohibition against assignment or subletting of the Vendor Space, Grantee shall be prohibited from allowing any individual to occupy and operate

from the Vendor Space unless such individual is an employee of the Grantee. The Grantor shall have the right to inspect Grantee's books and other documents to verify the employment status of any individual occupying and/or operating within the Vendor Space with the permission of the Grantee. In the event Grantor is unable to verify that such individual occupying and/or operating within the Vendor Space is a bona fide employee of Grantee, this Franchise Agreement may be terminated at no cost to the Grantor.

16. Conduct:

The Grantee shall be responsible for the conduct of the Grantee and its employees and shall see that, at all times, Grantee and its employees maintain a courteous demeanor to their customers and other members of the public. No hawking of or screaming at potential customers shall be permitted. The Grantee shall also be responsible for ensuring that Grantee and his employees are appropriately dressed while conducting Grantee's business in the Vendor Space. Failure of the Grantee to fulfill this requirement shall be immediate grounds for termination of this Franchise Agreement at no cost to the Grantor.

17. Suspension/Termination:

In addition to all other rights and powers pertaining to the Grantor by virtue of this Franchise Agreement or otherwise, the Grantor reserves the right to suspend or terminate this Franchise Agreement and all rights and privileges of the Grantee hereunder in the event that the Grantee:

(1) violates any provision of this Franchise Agreement or any rule, order or determination of the Grantor made pursuant to this Franchise Agreement;

(2) violates the provisions of Chapter 7, §§ 17-91, 17-92, or 17-121 of the *Code of the City of Charleston.*

(3) becomes insolvent, unable or unwilling to pay his debts or is adjudged a bankrupt;

(4) misrepresents his income for purposes of a business license;

(5) is convicted of a crime of moral turpitude;

(6) harasses or in any way interferes with other vendors operating within the City of Charleston;

(7) attempts to evade any of the provisions of this Franchise Agreement or practices any fraud or deceit upon the Grantor;

(8) repeatedly engages in conduct that is rude or disruptive to the public order;

(9) fails to pay the Franchise Fee as provided herein when due; or

(10) fails to pay any outstanding Franchise Fees, City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston.

In the event that the Grantor seeks to suspend or terminate this Franchise Agreement, it shall accord the Grantee notice and opportunity to be heard before the Committee on Traffic and Transportation no later than fifteen (15) days after Grantee receives notice of such suspension or termination or as soon thereafter as practicable. In

the event of such suspension or termination, there shall be no refund to the Grantee of any portion of the Franchise Fee.

In the event that this Franchise Agreement is terminated due to Grantee's failure to pay the remaining balance of the Franchise Fee by **November 13, 2016**, or if Grantee is delinquent in the payment of the City of Charleston's current and/or prior years' Business License fees and/or Hospitality Fees, Grantee shall be prohibited from occupying and operating within the Vendor Space for the remainder of the term of this Franchise Agreement but shall continue to be responsible for the payment of the remaining balance of the Franchise Fee pursuant to this Franchise Agreement. Upon the termination of this Franchise Agreement for Grantee's failure to pay the remaining balance of the Franchise Fee, the Vendor Space shall be become available to any licensed vendor who meets the qualifications of § 17-121 of the *Code of the City of Charleston* on a first come, first serve basis excluding Vendor Space Numbers 4, 14 and 15 which shall not be available to any other licensed vendor on a first-come, first-serve basis. In the event of the termination of this Franchise Agreement due to failure to pay the Franchise Fee of the City of Charleston's current and/or past years' outstanding Franchise Fees, City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston as set forth herein, Grantee shall be prohibited from operating as a street vendor in a vendor space on a first-come, first-serve basis, or as a peddler in accordance with Chapter 17 of the *Code of the City of Charleston* until such time as all delinquent fees are paid in full by Grantee.

The Grantor may also elect at its sole discretion to enforce a violation of any term or condition of this Franchise Agreement through the use of the Grantor's Municipal Summons Ordinance. In such case, any violation shall be subject to the provisions of § 1-16 of the *Code of the City of Charleston*, including the penalties and/or fines as set forth therein.

18. Compliance with City Ordinances:

Notwithstanding this Franchise Agreement, the Grantee agrees to comply with all ordinances, rules and regulations of the City of Charleston pertaining to vending as that term is defined in § 17-92 of the *Code of the City of Charleston.*

19. Breach of Franchise Agreement by Grantee:

A breach of this Franchise Agreement, including but not limited to the Grantee's failure to pay all sums when due to the Grantor as provided in this Franchise Agreement, and any City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston, in addition to any other remedies as provided herein or by law, may render the Grantee ineligible to participate in the subsequent bidding for a Vendor Space and entering into a Franchise Agreement. In the event the Grantee defaults on any term of this Franchise Agreement, including non-payment of the any outstanding Franchise Fees when due, City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston, the Grantor shall have the right to pursue all legal remedies available

at law or in equity against the Grantee, and shall have the right to recover reasonable attorney's fees and costs from the Grantee incurred by Grantor in any such action.

If the Grantee is aggrieved by the action of the Grantor as provided herein, the Grantee shall have the right to appeal to the Traffic and Transportation Committee by filing with the City's Clerk of Council a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal shall be filed within fifteen (15) days after the Grantee receives actual notice of the decision of the Grantor. No Franchise Agreement shall be revoked unless and until seven (7) days' notice of a hearing shall have been given to the Grantee and thereafter, such hearing is duly had thereon by the Traffic and Transportation Committee.

20. Further Agreement, Waiver by Grantee and Reservation by Grantor:

The Grantee agrees to abide by all provisions of this Franchise Agreement and further agrees that it will not at any future time assert against the Grantor the claim that the provisions of this Franchise Agreement are unreasonable, arbitrary or void.

21. Modifications:

Any modifications of the provisions of this Franchise Agreement shall not be made unless the same are reduced to writing and signed by each party hereto.

22. Governing Law:

This Franchise Agreement shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year as aforewritten.

WITNESSES:

_____

_____

CITY OF CHARLESTON

By:_____
John J. Tecklenburg, Mayor
Grantor

_____
Date

WITNESSES:

_____

_____

By:_____

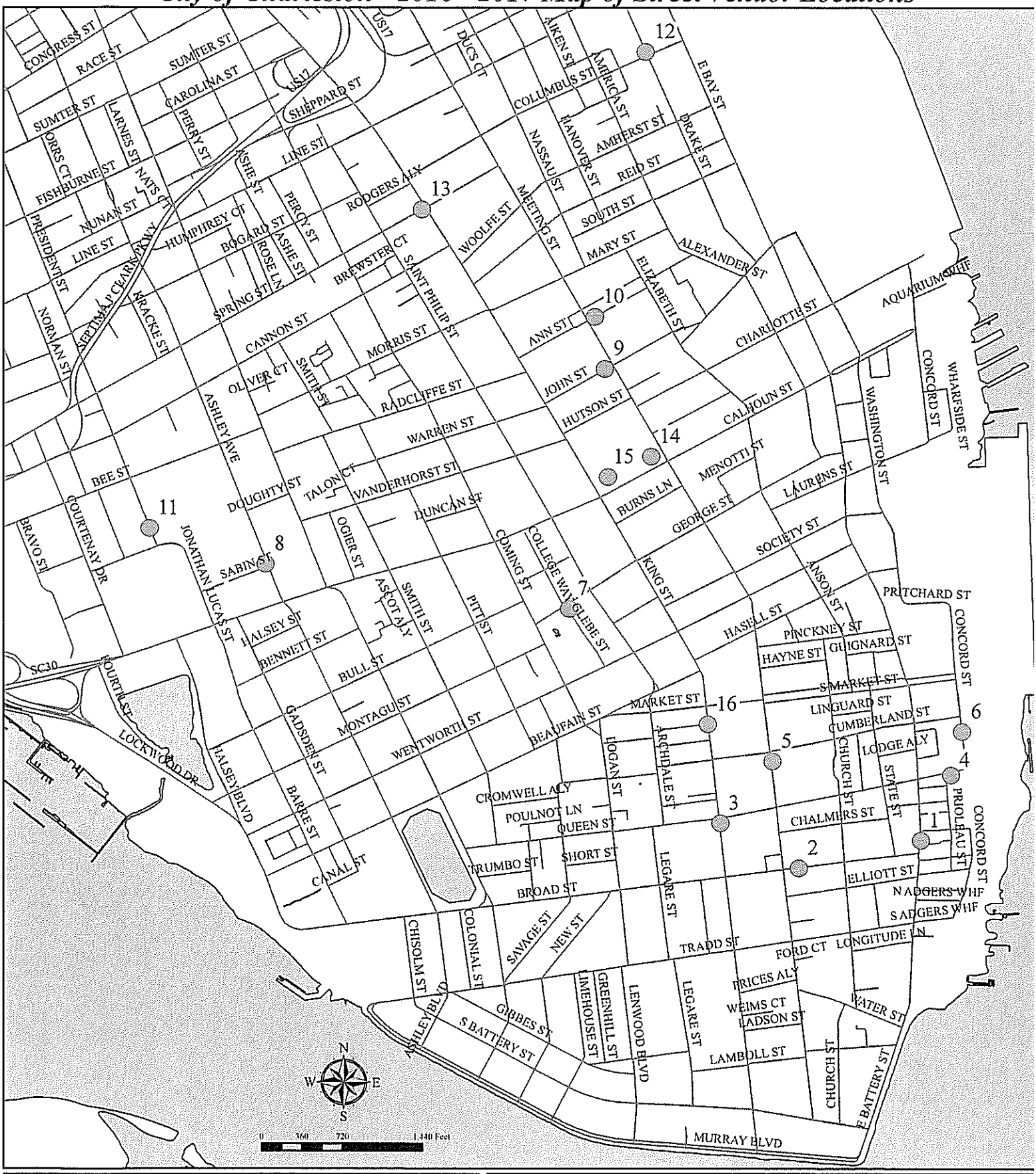
_____
(Print Name)

_____
Date

Exhibit A

2016-2017 Street Vendor Map

City of Charleston - 2016 - 2017 Map of Street Vendor Locations



- Vendor Locations

- Street

City of Charleston
Department of Traffic and Transportation

THE CITY OF CHARLESTON MAKES NO WARRANTY, REPRESENTATION OR GUARANTY AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS, OR COMPLETENESS OF ANY INFORMATION PROVIDED HEREIN OR DERIVED FROM THIS PRODUCT. THE READER SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF CHARLESTON EXPLICITYLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE CITY OF CHARLESTON SHALL ASSUME NO LIABILITY FOR: 1. ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED; OR 2. ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY ANY PERSON IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER.

DATA REPRESENTED HEREIN REFLECT VARYING STAGES OF DEVELOPMENT, AND VARYING DATES OF ACQUISITION

Exhibit B

2016-2017 Waterfront Park Vendor Map

for

Vendor Space Number 4

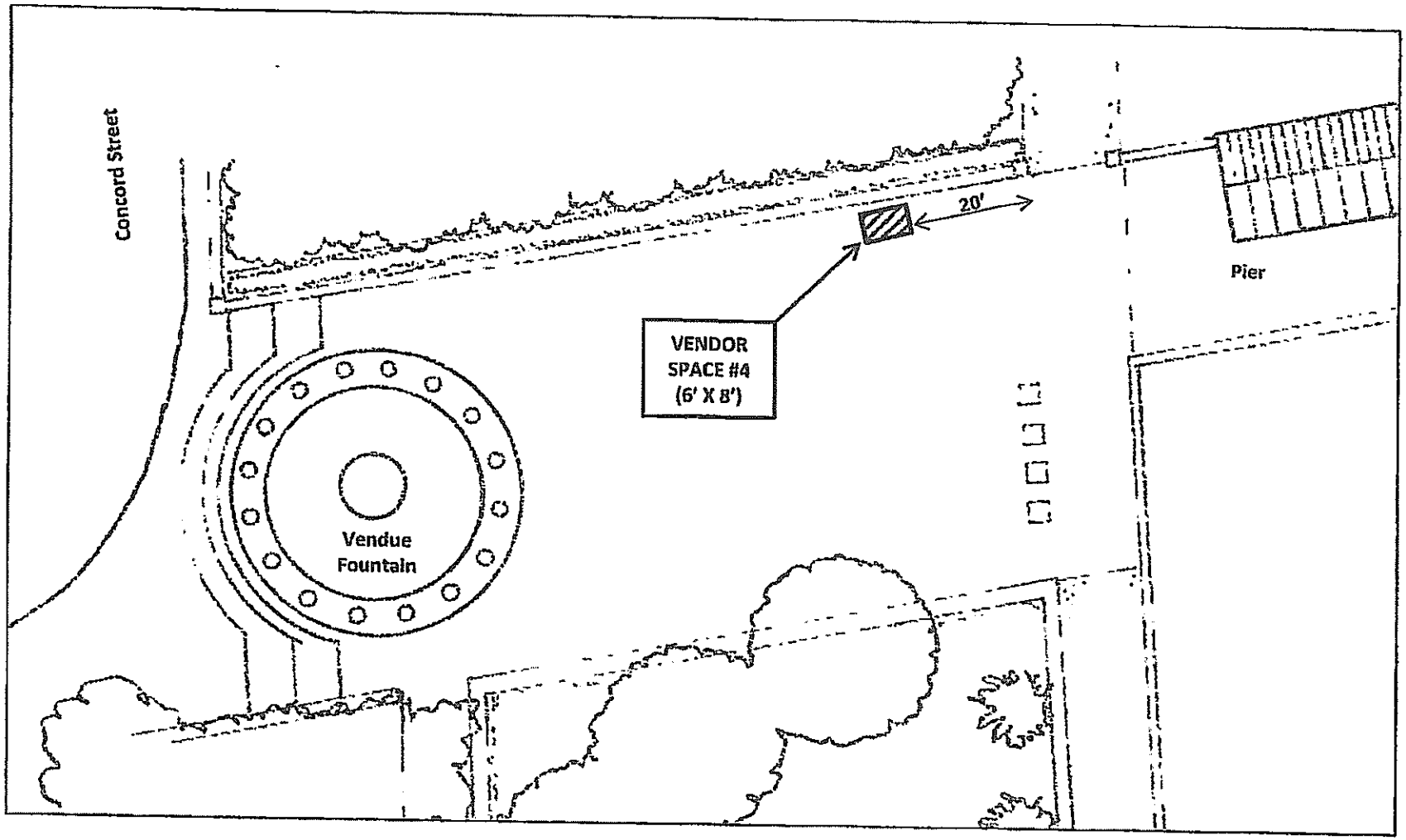


Exhibit B

Waterfront Park - Vendor Locations

Not to Scale

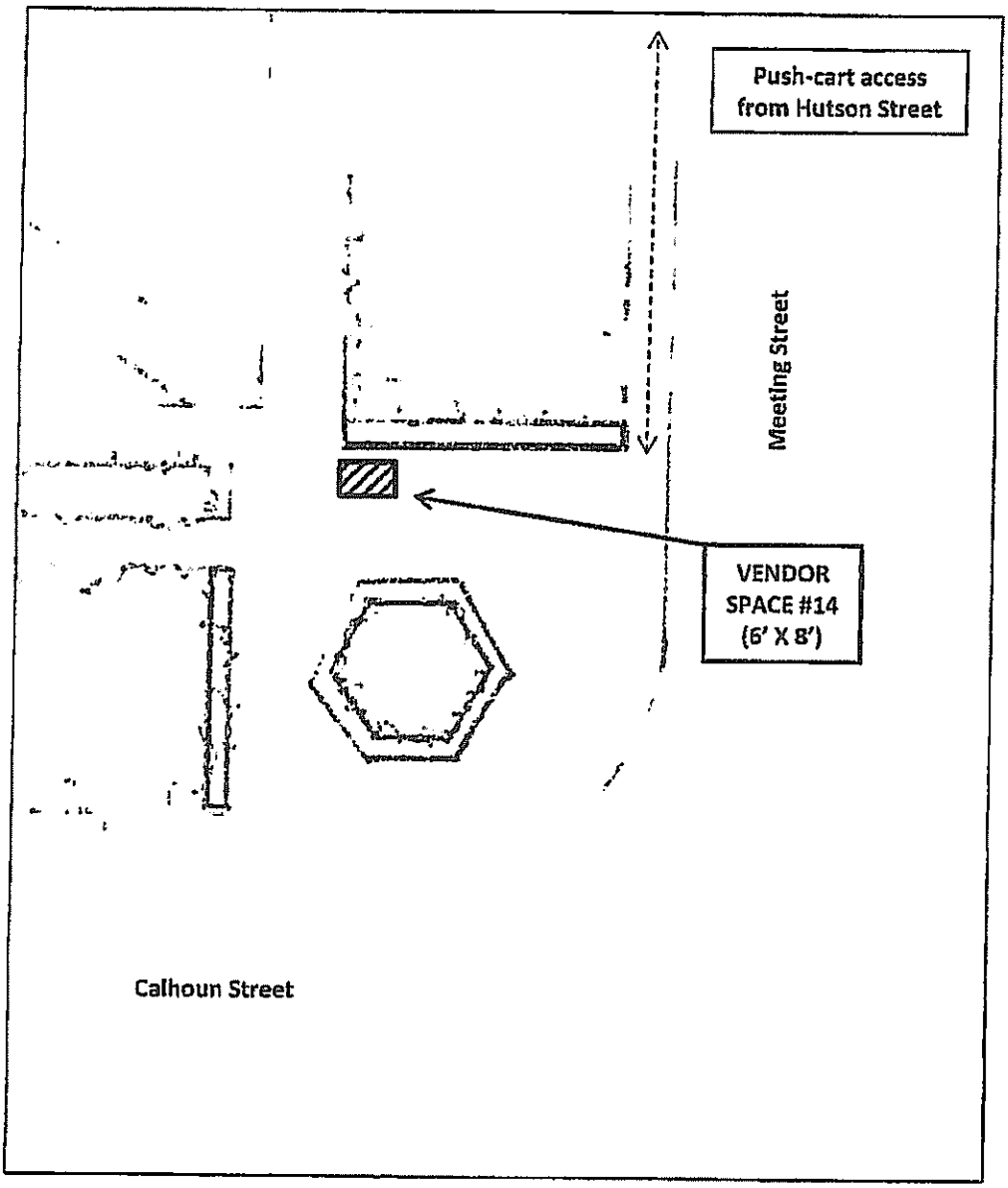
NORTH

Exhibit C

2016-2017 Marion Square Vendor Map

for

Vendor Space Number 14



Marion Square - Vendor Location (#14)

Exhibit C

Not to Scale

NORTH

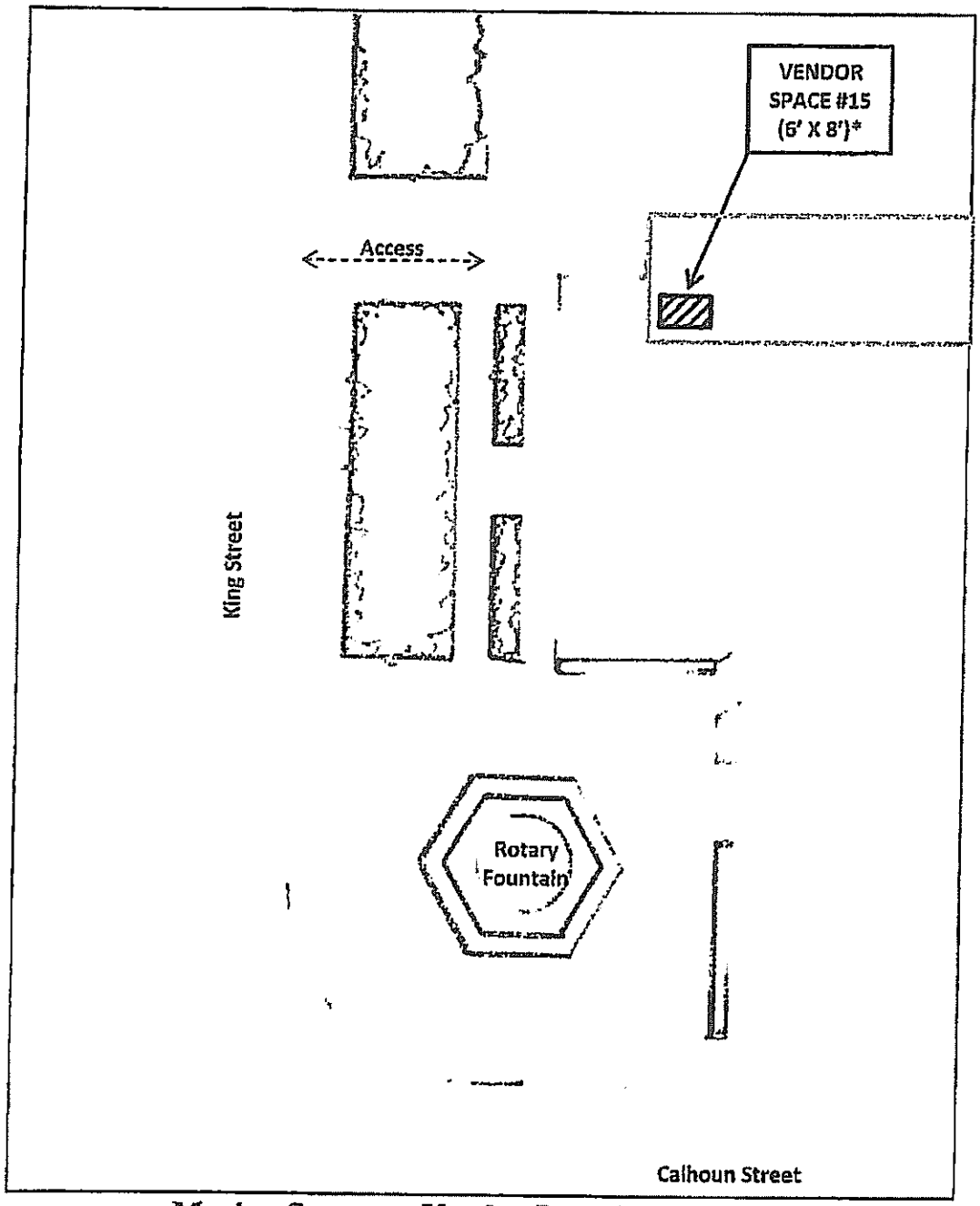
NOTE: Vendor space will be 6' x 8'.

Exhibit D

2016-2017 Marion Square Vendor Map

for

Vendor Space Number 15



Marion Square - Vendor Location (#15)

Exhibit D

Not to Scale

NORTH

*NOTE: Vendor Space No. 15 will be 6' x 8' or as modified by the Grantor, in the Grantor's sole discretion. The location of Vendor Space No. 15 may also be relocated by the Grantor within Marion Square, in the Grantor's sole discretion. For more information regarding these conditions, see Section 5(A) of the 2016-2017 Franchise Agreement that is contained in the 2016-2017 Bid Package.

Haynsworth
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

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POST OFFICE BOX 340 (29402-0340)
CHARLESTON, SOUTH CAROLINA
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CHARLTON deSAUSSURE, JR.
DIRECT DIAL NUMBER (843) 720-4420
EMAIL CDESAUSSURE@hsblawfirm.com

TO: Mayor and Members of Council

FROM: Charlton deSaussure, Jr.

DATE: July 13, 2016

RE: Series Ordinance authorizing not exceeding $50,000,000 Waterworks and Sewer System Refunding Bonds, Series 2016B

The captioned Ordinance for first reading consideration at next Tuesday's meeting is before Council by virtue of a Resolution adopted by the Commissioners recommending that outstanding Waterworks and Sewer System Revenue Bonds of the City be refinanced to achieve a savings in debt service requirements. While Revenue Bonds of the Charleston Water System are secured only by System Revenues (and not the City's taxing power), the Bonds are City of Charleston obligations and therefore must be approved by Council.

The Ordinance delegates to the Commissioners further responsibility for the issuance of the Bonds and places all obligations regarding their payment on the Charleston Water System. Therefore, the role of City Council here is simply to authorize the issuance of the debt in the name of the City but taking note of the fact that only Charleston Water System Revenues are pledged to their repayment.

I will be present at the July 19 City Council and will be glad to answer any questions at that time. Also, CEO Kin Hill and CFO Wesley Ropp will be in attendance. Please let any of us know if any of the three of us can answer any questions you may have prior to that time as well.

12

Ratification
Number_____

AN ORDINANCE

RATIFICATION NO. 2016-___

AN ORDINANCE

PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS AND SEWER SYSTEM REFUNDING REVENUE BONDS OF THE CITY OF CHARLESTON IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING $50,000,000 AND OTHER MATTERS RELATING THERETO.

(SERIES ORDINANCE)

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EXHIBIT "A" **RESOLUTION ADOPTED JUNE 30, 2016 BY COMMISSIONERS OF PUBLIC WORKS**

EXHIBIT "B" **FORM OF BOND**

AS AN INCIDENT TO THE ADOPTION OF THIS ORDINANCE, THE CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA ("CITY COUNCIL"), MAKES THE FOLLOWING FINDINGS OF FACT:

1. The City Council of the City of Charleston, South Carolina ("City Council"), has made general provision for the issuance of waterworks and sewer system revenue bonds (the "Bonds") of the City of Charleston, South Carolina (the "City"), through the means of an ordinance adopted October 24, 1984, bearing Ratification No. 1984-149, entitled "An Ordinance Providing For The Issuance And Sale Of Waterworks and Sewer System Revenue Bonds Of The City Of Charleston, South Carolina, And Other Matters Relating Thereto" as amended (the "Bond Ordinance"); and

2. It is provided in and by the Bond Ordinance that, upon adoption of a "Series Ordinance" there may be issued one or more series of Bonds for the purpose of providing funds for improvements and extensions to the waterworks and sewer system of the City (the "System") or to pay and redeem any outstanding bond anticipation notes of the City issued in anticipation of the issuance of Bonds or to refund bonds payable from the revenues of the System; and

3. On June 30, 2016, the Commissioners of Public Works (the "Commissioners") adopted a Resolution, a copy of which is attached hereto as Exhibit A, entitled "A Resolution Requesting City Council Approval of an Ordinance to Provide for the Issuance and Sale of Not Exceeding $50,000,000 Waterworks and Sewer System Refunding Revenue Bonds of the City of Charleston, South Carolina;" and

4. The Commissioners have determined that a significant savings may be achieved through a refunding of certain outstanding debt payable from revenues derived from the operation of the System. Specifically, the Commissioners have determined it is advisable to advance refund certain of the outstanding City of Charleston, South Carolina Waterworks and Sewer System Refunding Revenue Bonds, Series 2012, in the original principal amount of $110,600,000 (the "Refunded Bonds"); and

5. The Commissioners have determined that not exceeding $50,000,000 may be required in order to provide funds to defray the cost of the refunding of the Refunded Bonds and costs related to financing and providing necessary reserves; and

6. By reason of the foregoing, it has been determined to adopt this ordinance as a "Series Ordinance" in accordance with the terms and provisions of the Bond Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I

DEFINITIONS AND AUTHORITY

Section 1.01. Definitions.

(A) Except as provided in subsection (B) below, all terms which are defined in Section 1.01 of the Bond Ordinance shall have the same meanings in this Series Ordinance as such terms are prescribed to have in the Bond Ordinance.

(B) As used in this Series Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which the corporate trust office of the Trustee is authorized by law to remain closed or any day on which the payment system of the Federal Reserve is not operational.

"Continuing Disclosure Undertaking" shall mean the Continuing Disclosure Undertaking executed by the City, as amended from time to time in accordance with the provisions thereof, providing for the delivery and dissemination of certain information with respect to the City and any Series of Bonds issued pursuant to this Series Ordinance.

"Escrow Deposit Agreement" shall mean the Escrow Deposit Agreement between the City and The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, dated as of such date as the Commissioners shall determine, as amended from time to time.

"Purchase Contract" shall mean the Purchase Contract between the City, the Commissioners and the Underwriters providing for the sale and purchase of any Series of Bonds issued pursuant to this Series Ordinance.

"Series of Bonds" shall mean any Series of Bonds of the City of the Series authorized by this Series Ordinance and designated "City of Charleston, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds," with a Series designation to signify the year such series is issued.

"Series Debt Service Reserve Fund" shall mean the Fund so designated and established pursuant to Section 5.01 hereof.

"Series Ordinance" shall mean this Ordinance.

"Series Reserve Requirement," if any, shall mean an amount as determined by the Commissioners pursuant to Article IV hereof.

"Underwriter" or "Underwriters" shall mean Wells Fargo Securities as Senior Underwriter with Bank of America Merrill Lynch and Rice Financial Products Company serving as Co-Managers.

Section 1.02. Authority for Series Ordinance. This Series Ordinance is adopted pursuant to the provisions of the Bond Ordinance.

ARTICLE II

AUTHORIZATION AND TERMS OF THE SERIES OF BONDS

Section 2.01. Determination of the Useful Life of the System. In accordance with the requirements of Section 6-17-60 of the Enabling Act, the period of usefulness of the System is hereby determined to be not less than 40 years.

Section 2.02. Principal Amount; Designation of Series. Pursuant to the provisions of the Bond Ordinance, Bonds of the City entitled to the benefits, protection and security of the provisions of the Bond Ordinance are hereby authorized in the aggregate principal amount of not exceeding $50,000,000. Such amount may be issued in one or several Series of Bonds as determined by the Commissioners and set forth in the Series Resolutions, hereinafter defined. The Series or several Series of Bonds authorized by this Series Ordinance shall be issued no later than December 31, 2017. Each Series of Bonds so authorized and issued shall be designated "City of Charleston, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds" and shall bear a Series designation to signify the year such series is issued. The Series of Bonds shall be in substantially the form set forth in Exhibit "B" hereto.

Section 2.03. Purposes. The Series of Bonds are authorized for the purpose of obtaining funds to provide for the payment of the Refunded Bonds, to fund the Debt Service Reserve Fund, if any, to the

required level, and the payment of the costs of issuing the Series of Bonds including municipal bond insurance premiums, if any.

Section 2.04. Date; Interest Rate; Maturity; Redemption and Sale. The Date of Issue of the various Series of Bonds shall be as set forth in the Series Resolution. The maturity schedule setting forth the date of the maturities of the Series of Bonds (which maturities shall not exceed 40 years) and amounts payable on such dates, the rates of interest borne by the Series of Bonds including the methodology for determining the rate of interest and the amounts of Bonds which shall be term Bonds and Serial Bonds shall be fixed by the Series Resolution and approved by the Mayor. The Series of Bonds shall be subject to optional and/or mandatory redemption and/or optional or mandatory tender for purchase at such times and on such terms and conditions as shall be established by the Commissioners in the Series Resolution and approved by the Mayor. The Series of Bonds shall be sold to the Underwriters.

Section 2.05. Authentication; Payment of Interest.

(A) Each of the Series of Bonds shall be authenticated on such date as it shall be delivered. Each Series of Bonds shall bear interest from the Bond Payment Date immediately preceding the authentication date thereof, unless the authentication date thereof is a Bond Payment Date, in which event, each such Series Bond shall bear interest from the earlier of such authentication date, or the date to which interest has been paid. In the event authentication shall precede the first payment of interest on each of the Series of Bonds, interest shall be payable from the date selected by the Commissioners for the initial dating of the Bonds of such Series.

(B) The interest on all Series of Bonds shall be paid by check or draft mailed from the office of the Trustee to the persons in whose name the Series of Bonds are registered at the close of business on the Record Date, provided that, any Holder of $1,000,000 or more in aggregate principle amount of Series of Bonds shall be entitled, by written request to the Trustee received no later than the Record Date, to direct any payments of interest due with respect to such Bonds be made to such Holder by wire transfer to an account within the continental United States. Such request shall provide the Trustee with specific direction as to manner of making such payment.

(C) The principal on all Series of Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 2.06. Denomination; Numbering; Book-Entry. The Series of Bonds shall be issued in such denominations as the Commissioners shall determine not exceeding the principal amount of the Series of Bonds maturing in such year. The Series of Bonds shall be numbered in such a fashion as to maintain accurate records thereof. The Series of Bonds may be delivered in book-entry form as determined by the Commissioners.

Section 2.07. Maintenance of Offices for Payment, Transfer, and Exchange of Bonds; Registrar. As long as any Series of Bond remains Outstanding, the Commissioners shall maintain a Paying Agent and a Registrar therefor. Unless otherwise directed in writing by the Commissioners to the Trustee, the Trustee shall act as Registrar and Paying Agent.

ARTICLE III

EXECUTION; NO RECOURSE

Section 3.01. Execution of the Series of Bonds. The Series of Bonds shall be executed and authenticated in accordance with the applicable provisions of the Bond Ordinance.

Section 3.02. No Recourse on the Series of Bonds. All covenants, stipulations, promises, agreements and obligations of the City contained in the Bond Ordinance or in this Series Ordinance shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not those of any officer or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal or redemption price of or interest on the Series of Bonds or for any claim based thereon or on the Bond Ordinance or in this Series Ordinance, either jointly or severally, against any officer or employee of the City or any person executing the Bonds.

ARTICLE IV

AUTHORIZATION TO COMMISSIONERS

Section 4.01. Authorization.

(A) The Commissioners are hereby authorized and empowered to adopt one or several Series Resolutions relating to the Series of Bonds to be called the "Series Resolutions."

(B) The Series Resolutions shall express the approval of the Commissioners to the issuance of the various Series of Bonds to be issued pursuant to the Bond Ordinance and the Series Ordinance and their agreement to abide by all of the terms, provisions and agreements set forth in the Bond Ordinance and in the Series Ordinance. In addition, the Series Resolutions shall specify and determine:

1. The precise principal amount of the Series of Bonds;

2. The specific purpose for which the proceeds of such Series will be used;

3. The manner of numbering and lettering, and the denomination or denominations of the Bonds of such Series;

4. The form or forms for the Bonds of such Series;

5. The date or dates of maturity and the amounts thereof and the issue date of the Bonds of such Series;

6. The interest rate or rates, or the manner of determining such rate or rates, of the Bonds of such Series including the extent to which Variable Rate Indebtedness is issued and if such Variable Rate Indebtedness is issued, the extent to which an interest rate cap or other financial structure customarily employed in such a borrowing will be used;

7. The time for the payment of interest on the Bonds in such Series and the Record Date;

8. The redemption price or redemption prices and the redemption date or redemption dates and other terms of redemption (if any) applicable to any of the Bonds of such Series for such payments including provisions relating to optional and/or mandatory tender provisions, remarketing agreements, and liquidity facility agreements if the Commissioners determine to issue Variable Rate Indebtedness;

9. The Registrar and Tender Agent and Remarketing Agent and Liquidity Provider, if any, for such Bonds if other than the Trustee;

10. The portion of such Series that are serial Bonds and that are term Bonds, if any, including the amount and date of each mandatory redemption or sinking fund installment, if any, required by such Series Resolution to be paid for the retirement of any such Bonds;

11. Any other applicable redemption requirement for the Bonds of such Series and the method of satisfying the same;

12. The manner in which Bonds of such Series are to be sold and provisions for the sale thereof, including whether a Municipal Bond Insurance Policy shall be purchased for all or a portion of a Series of Bonds;

13. Whether there shall be established a Debt Service Reserve Fund to secure the payment of such Series of Bonds and, if so, the specific Series Reserve Requirement therefor and the manner of funding thereof;

14. The disposition of the proceeds of the sale of the Bonds of such Series and the manner of their application; and

15. Any other provisions deemed advisable by the Commissioners not in conflict with or in substitution for the provisions of the Bond Ordinance and the Series Ordinance relating to the Bonds of such Series.

ARTICLE V

SERIES DEBT SERVICE RESERVE FUND; APPLICATION OF THE SERIES BOND PROCEEDS; TAX COVENANTS; CONTINUING DISCLOSURE

Section 5.01. The Series Debt Service Reserve Fund.

(A) In the determination of the Commissioners, a Series Debt Service Reserve Fund may be established for each Series of Bonds issued and, if established, shall be appropriately designated the "City of Charleston, South Carolina, Waterworks and Sewer System Revenue Bonds Debt Service Reserve Fund," and shall bear an appropriate Series designation and shall, subject to the other provisions of this Series Ordinance, be maintained in an amount equal to the Series Reserve Requirement for so long as the Series of Bonds then issued shall be Outstanding. If a Series Debt Service Reserve Fund is established for a Series of Bonds, the following provisions shall apply. Such Fund is intended to insure the timely payment of the principal of and interest on the Series of Bonds then issued, and to provide for the redemption of such Bonds prior to their stated maturities. Money in the Series Debt Service Reserve Fund shall be used for the following purposes, and for no other, viz.:

(i) To prevent a default in the payment of the principal of or interest on the Series of Bonds then issued, by reason of the fact that money in the Debt Service Fund is insufficient for such purposes;

(ii) To pay the principal of, interest on, and redemption premium of the Series of Bonds then issued in the event that all Outstanding Series of Bonds be redeemed as a whole; or

(iii) To effect partial redemption of the Series of Bonds then issued; provided that subsequent to said partial redemption, the value of the Series Debt Service Reserve Fund shall be not less than the Series Reserve Requirement.

(B) The Series Debt Service Reserve Funds shall be kept in the complete custody and control of the Trustee and withdrawals from the Series Debt Service Reserve Funds shall be made only by such Trustee who shall transmit to a Bondholder of such Series, at such times as may be appropriate, the sums required to pay the principal of, redemption premium, if any, and interest on the Series of Bonds then issued.

(C) Money in the particular Series Debt Service Reserve Funds shall be invested and reinvested by the Trustee at the written direction of the Commissioners in Authorized Investments. Subject to the remaining provisions of this paragraph (C), the earnings from such investments shall be added to and become a part of the particular Series Debt Service Reserve Funds. The value of the particular Series Debt Service Reserve Fund shall be established (i) as of the first day of January of each year, and (ii) on the date of any withdrawal therefrom pursuant to subsection (B) of this Section 5.01. Securities shall be valued at market value as of the date of such valuation, provided, however, those securities which mature in one year or less may be valued at face value; any insurance policy, surety bond or letter of credit shall be valued at the face value or stated amount thereof less the amount of any payments thereunder or draws thereon which have not been reimbursed and reinstated. Whenever, and as of any date of calculation, the value of any Series Debt Service Reserve Fund shall exceed the Series Reserve Requirement, any excess, to the extent represented by cash and/or securities, shall either be used to effect redemption of the Series of Bonds for which this particular Series Debt Service Reserve Fund is created, or shall be removed from the Series Debt Service Reserve Fund and transferred into the Depreciation and Contingent Fund, as directed in writing by the Commissioners.

(D) In the event the Series Debt Service Reserve Fund has been funded with a surety bond, insurance policy or a letter of credit and either has been drawn upon, moneys available to repay such surety bond, insurance policy or letter of credit provider shall first be used to reinstate the surety bond, insurance policy or the letter of credit to its original amount. Any interest or fees due to the surety bond, insurance policy or letter of credit provider, other than for reinstatement, shall be subordinate to any amounts payable upon the Series of Bonds after reinstatement of the Series Debt Service Reserve Fund.

(E) In the event the Series Debt Service Reserve Fund is funded with a surety bond, insurance policy or letter of credit, any revenues available for debt service on the Series of Bonds shall be paid as set forth in such surety bond, insurance policy or letter of credit to the Holders of the Outstanding Bonds of such Series.

(F) In the event it is determined that a draw on the surety bond, insurance policy or letter of credit is necessary, a demand for payment thereon, in such form as may be provided by the reimbursement agreement between the City, the Commissioners and the provider of such surety bond, insurance policy or letter of credit, shall be given not less than three days prior to the date on which funds are required, or such lesser time as the Registrar and Paying Agent shall agree to.

(G) On or prior to the last business day of each month in each year, beginning with the first full calendar month following the date on which (i) the valuation of the Series Debt Service Reserve Fund results in a determination that the value of the Series Debt Service Reserve Fund is less than the Series Reserve Requirement, or (ii) amounts have been withdrawn from the Series Debt Service Reserve Fund, including any drawing made under a surety bond, policy of insurance or a letter of credit, the Commissioners shall, pursuant to Section 8.04(A) of the Bond Ordinance, deposit in the Series Debt Service Reserve Fund an amount equal to that required to be repaid to the Series Debt Service Reserve Fund as set forth in the applicable Series Resolution.

Section 5.02. Use and Disposition of Bond Proceeds. Upon the delivery of any Series of Bonds, the proceeds thereof shall be disposed of, as determined and directed in a certificate of an Authorized Officer of the Commissioners, as follows:

(A) That sum, if any, prescribed by the Series Resolution shall be deposited in the Debt Service Fund;

(B) That sum, if any, required for the Series Reserve Requirement shall be deposited in the Series Debt Service Reserve Fund and shall be invested and disposed of as prescribed by Section 7.05 of the Bond Ordinance; and

(C) That sum, if any, required to refinance any Refunded Bonds shall be deposited as set forth in the applicable Series Resolution.

Section 5.03. Tax Covenants. The City hereby covenants and agrees that it shall:

(A) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), relating to required rebates of certain amounts to the United States;

(B) make such reports of such information at the times and places required by the Code; and

(C) take such other action as may be required in order that the Series of Bonds and the use of the proceeds thereof and the System comply with the provisions of the Code; and not make any use, and it shall direct the Trustee and each fiduciary not to make any use, of the proceeds of the Series of Bonds which, if such use had been reasonably expected on the date of the issuance of the Series of Bonds would have caused such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and will observe and not violate the requirements of Section 148 of the Code.

Section 5.04. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. The Dissemination Agent, if any, shall comply with and carry out the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Series Ordinance, failure of any party to comply with the Continuing Disclosure Undertaking shall not be considered an Event of Default; however, the Trustee may and at the written request of the Holders of at least 25% in aggregate principal amount of Outstanding Series of Bonds together with indemnification satisfactory to the Trustee, shall or any Series Bondholder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations hereunder and under the Continuing Disclosure Undertaking.

As permitted by SEC Rule 15c2-12(f)(10), the Commissioners, on behalf of the City, shall provide the information required by such Rule 15c2-12. The Commissioners, on behalf of the City, shall also comply with the provisions of Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

Section 5.05. Duties and Responsibilities of the Commissioners. So long as the Commissioners fulfill the covenants and agreements set forth in this Series Ordinance, such covenants and agreements made by the City herein shall be administered, exercised and undertaken by the Commissioners.

ARTICLE VI

PURCHASE CONTRACT; CONTINUING DISCLOSURE UNDERTAKING; ESCROW DEPOSIT AGREEMENT; OTHER INSTRUMENTS

Section 6.01. Authorization of Purchase Contract, Continuing Disclosure Undertaking, the Escrow Deposit Agreement and Other Financing Instruments. The Purchase Contract, the Continuing Disclosure Undertaking and the Escrow Deposit Agreement in substantially the forms previously used by

the City in connection with the issuance of Waterworks and Sewer System revenue bonds, with such changes as the executing officers shall approve (their execution to be conclusive evidence of such approval) are hereby approved and the execution and delivery of the Purchase Contract, the Continuing Disclosure Undertaking and the Escrow Deposit Agreement on behalf of the City are hereby authorized and directed. Such documents shall be executed on behalf of the City by the Mayor and attested by the Clerk.

Section 6.02. Approval of Preliminary Official Statements; Authorization of Official Statements. City Council hereby authorizes the Mayor and the Chairman of the Commissioners to approve Preliminary Official Statements and to ratify the use of such Preliminary Official Statements by the Underwriter in connection with the offering of any Series of Bonds by the Underwriter. City Council hereby authorizes the preparation and distribution of the Official Statements with respect to each such Series of Bonds. Final Official Statements shall be approved on behalf of the City by the Mayor, such approval to be evidenced by the Mayor's execution of the Official Statement, which execution is hereby authorized.

Section 6.03. Information Report. The Chairman of the Commissioners is hereby authorized to execute, deliver and file such information reports with respect to the Series of Bonds, on Form 8038-G or such other form as may be prescribed by the United States Department of Treasury, as shall be required or desirable in order to comply with Section 149(e) of the Code.

Section 6.04. Other Instruments and Actions. In order to secure the Series of Bonds and in order to effect the issuance and delivery of the Series of Bonds and to give full effect to the intent and meaning of this Series Ordinance and the agreements and actions herein authorized, the Mayor and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as the Mayor shall deem necessary or desirable.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Severability. If any one or more of the covenants or agreements provided in this Series Ordinance on the part of the City or the Trustee to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Series Ordinance.

Section 7.02. Table of Contents and Section Headings Not Controlling. The Table of Contents and the Headings of the several Articles and Sections of this Series Ordinance have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Series Ordinance.

Section 7.03. No Broker Confirmations. Broker confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered by the Trustee.

DONE, RATIFIED AND ENACTED this 16th day of August, 2016.

CITY OF CHARLESTON, SOUTH CAROLINA

_____
Mayor

Attest:

_____
Clerk

First Reading: July 19, 2016
Second and Third Readings: August 16, 2016

EXHIBIT "A"

A RESOLUTION REQUESTING CITY COUNCIL APPROVAL OF AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING $50,000,000 WATERWORKS AND SEWER SYSTEM REFUNDING REVENUE BONDS OF THE CITY OF CHARLESTON, SOUTH CAROLINA.

As an incident to the adoption of this resolution, the Commissioners of Public Works (the "Commissioners") of the Waterworks and Sewer System (the "System") of the City of Charleston (the "City") make the following findings of fact:

The Commissioners have determined that a significant savings may be achieved through a refunding of certain outstanding debt payable from revenues derived from the operation of the System. The reduction in future debt service payments will provide the Commissioners greater opportunities to address future capital needs facing the System. As a consequence, it is in the best interest of the System to provide the necessary funds to advance refund certain of the outstanding City of Charleston, South Carolina Waterworks and Sewer System Refunding Revenue Bonds, Series 2012, in the original principal amount of $110,600,000 (the "Refunded Bonds"). The Commissioners propose that revenue bonds of the System be issued for this purpose.

By an Ordinance entitled "An Ordinance Providing For The Issuance And Sale Of Waterworks and Sewer System Refunding and Capital Improvement Revenue Bonds Of The City Of Charleston, South Carolina, And Other Matters Relating Thereto" (the "Bond Ordinance"), adopted on October 24, 1984, the City Council of the City of Charleston, South Carolina ("City Council"), made provision for the issuance from time to time of Waterworks and Sewer System Revenue Bonds. As provided at Section 4.18 of the Bond Ordinance, the revenue bonds issued thereunder are payable solely from revenues of the System. As stated in the Bonds themselves, this revenue debt is not secured by the City's taxing power.

The Bond Ordinance permits a series of revenue bonds to be issued pursuant to an Ordinance adopted by City Council addressing the particular Series of Bonds (the "Series Ordinance") for the purpose of both capital improvements as well as the refunding of outstanding debt.

The Commissioners hereby determine that an aggregate of not exceeding $50,000,000 will be required in order to provide funds for the payment of the Refunded Bonds and costs related to financing and providing necessary reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS IN MEETING DULY ASSEMBLED, that City Council is requested to adopt an Ordinance providing for such Bonds which Ordinance is expected to be in substantially the form approved by City Council in connection with previous issues of City of Charleston Waterworks and Sewer System Revenue Bonds.

DONE IN MEETING ASSEMBLED this 30th day of June, 2016.

Chairman, Commissioners of Pubic Works of the City of Charleston, South Carolina

Attest:

Chief Executive Officer

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned, **DO HEREBY CERTIFY:**

That the foregoing constitutes a true, correct and verbatim copy of a Resolution adopted by the Commissioners of Public Works on June 30, 2016. A quorum of the Commissioners was present and remained present throughout the meeting.

The Resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand this 30th day of June, 2016.

Chief Financial Officer, Commissioners of Public Works
of the City of Charleston, South Carolina

EXHIBIT "B"

(FORM OF SERIES BOND)
(FACE OF BOND)

CITY OF CHARLESTON, SOUTH CAROLINA,
WATERWORKS AND SEWER SYSTEM REFUNDING
REVENUE BONDS, SERIES _____

NO. _____

INTEREST RATE	**MATURITY DATE**	**ISSUE DATE**	**CUSIP**
	January 1, ____	_____ 1, 201_	

REGISTERED HOLDER:

PRINCIPAL AMOUNT: _____ Dollars ($_____)

The **CITY OF CHARLESTON, SOUTH CAROLINA** (the "City"), acknowledges itself indebted and for value received hereby promises to pay, solely from the sources and as hereinafter provided, to the Registered Holder named above or registered assigns, the Principal Amount set forth above on the Maturity Date stated above, unless this Bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender of this Bond at the corporate trust office of The Bank of New York Mellon Trust Company, N.A. (the "Trustee") in the City of East Syracuse, State of New York, and to pay interest on such principal amount at the annual Interest Rate stated above (calculated on the basis of a 360-day year of twelve 30-day months) from the later of _____ 1, 201_, or the date to which interest has been paid immediately preceding the authentication date hereof, unless the authentication date hereof is a _____ 1 or _____ 1, in which event this Bond will bear interest from the earlier of such authentication date or the date to which interest has last been paid; provided that if the City shall fail to pay interest on _____ 1, 201_, then this Bond will bear interest from _____ 1, 201_. Interest on this Bond is payable on _____ 1 and _____ 1 of each year beginning _____ 1, 201_, at which time interest for _____ months will be due. The interest so payable on any _____ 1 or _____ 1 will be paid to the person in whose name this Bond is registered at the close of business on the _____ 15 or _____ 15 immediately preceding such _____ 1 or _____ 1 (the "Record Date") by check or draft mailed at the times provided herein from the office of the Trustee to the person in whose name this Bond is registered on the Record Date at the address shown on the registration books, provided that, at the request of the Registered Holder of $1,000,000 or more in aggregate principal amount of Bonds, such payments shall be made by wire transfer to an account within the continental United States as such Registered Holder shall designate in writing to the Trustee on or before the Record Date. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

This Bond is one of a Series of Bonds in the aggregate principal amount of $_____ (the "Series _____ Bonds") of like tenor, except as to number, rate of interest, date of maturity and redemption provisions, issued pursuant to and in accordance with the Constitution and statutes of the State of South Carolina (the "State"), including particularly Chapter 17 of Title 6, Code of Laws of South Carolina 1976, as amended, an ordinance duly adopted by the City Council of the City of Charleston, South Carolina ("City Council") on October 24, 1984 (the "Bond Ordinance"), an ordinance duly adopted by the City

Council on August 16, 2016 (the "Series Ordinance") and a resolution duly adopted by the Commissioners of Public Works (the "Commissioners") of the City of Charleston on July 26, 2016 (the "Series Resolution") (the Bond Ordinance and the Series Ordinance are hereinafter collectively referred to as the "Ordinances") for the purpose of providing funds necessary to advance refund certain outstanding bonds of the waterworks and sewer system of the City (the "System") secured by a pledge of System revenues.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinances and Series Resolution. Certified copies of the Ordinances and Series Resolution are on file in the office of the Trustee and in the office of the Clerk of Court for Charleston County, South Carolina.

Both the principal of and interest on this Bond, as the same shall become due, are payable solely from the revenues derived from the operation of the System. This Bond shall not in any event constitute an indebtedness of the City within the meaning of any provision, limitation or restriction of the Constitution or statutes of the State. The City is not obligated to pay this Bond, or the interest hereon, save and except from revenues derived from the operation of the System.

For the payment of the principal of and interest on this Bond and the Series of which it forms a part, there are hereby irrevocably pledged the Gross Revenues of the System which shall remain after paying the cost of operation and maintenance of the System. This Bond and the Series of which it forms a part are on a parity with the outstanding _____. The Bond Ordinance authorizes the issuance of additional bonds on a parity with the _____, which, when issued in accordance with the provisions of the Bond Ordinance, will rank equally and be on a parity therewith. The _____ and any such additional parity bonds are hereinafter referred to collectively as the "Bonds."

The Commissioners have covenanted to continuously operate and maintain the System and fix and maintain such rates for the services and facilities furnished by the System as shall at all times be sufficient (a) to provide for the punctual payment of the principal of and interest on the Bonds and all Junior Lien Bonds, (b) to maintain the Debt Service Reserve Fund in the manner therein prescribed, (c) to provide for the payment of the expenses of the administration and operation and such expenses for maintenance of the System as may be necessary to preserve the same in good repair and working order, (d) to build and maintain a reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions to the System other than those necessary to maintain the same in good repair and working order, and (e) to discharge all obligations imposed by the Enabling Act and the Ordinances.

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.

This Bond is transferable, as provided in the Bond Ordinance, only upon the registration books of the City kept for that purpose by the Holder hereof in person or by his duly authorized attorney, upon (a) surrender of this Bond and an assignment with a written instrument of transfer satisfactory to the Trustee or the other Registrar, as the case may be, duly executed by the Holder hereof or his duly authorized attorney and (b) payment of the charges, if any, prescribed in the Bond Ordinance. Thereupon a new Bond or Bonds of the same Series, aggregate principal amount, maturity and interest rate shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The Commissioners, the Trustee and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of this Bond the Commissioners, the Trustee or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

The Series _____ Bonds maturing January 1, 20__, and thereafter, are subject to redemption prior to maturity, at the option of the Commissioners, on and after _____ 1, ____, in whole or in part at any time (but if in part, in such order of maturities as shall be determined by the Commissioners) at par plus interest accrued to the redemption date.

The Series _____ Bonds maturing on January 1, 20__, are subject to mandatory sinking fund redemption commencing _____ 1, ____, and will be redeemed (to the extent not previously redeemed), at one hundred percent (100%) of the principal amount, plus interest accrued to the redemption date, on _____ 1 of each of the following years in the respective principal amounts for each year specified below:

Year	Amount

The amount of the mandatory sinking fund redemption prescribed above for the Series _____ Bonds of any maturity shall be reduced to the extent Series _____ Bonds of such maturity have been purchased by the Commissioners or redeemed by the Commissioners pursuant to the optional redemption provisions set forth above, in such manner as the Commissioners shall direct, or, absent such direction, on a *pro rata* basis.

If less than all of any maturity of the Series _____ Bonds are to be redeemed, the particular Series _____ Bonds or portions of Series _____ Bonds to be redeemed shall be selected by the Trustee by lot. Series _____ Bonds in a denomination of more than $5,000 may be redeemed in part from time to time in one or more units of $5,000 in the manner provided in the Bond Ordinance.

If any of the Series _____ Bonds, or portions thereof, are called for redemption, the Trustee will give notice to the Holders of any such Series _____ Bonds to be redeemed, in the name of the City and the Commissioners, of the redemption of such Series _____ Bonds, or portions thereof, which notice will specify the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Series _____ Bonds are to be redeemed, the numbers of such Series _____ Bonds so to be redeemed, and, in the case of Series _____ Bonds to be redeemed in part only, such notice will also specify the respective portions of the principal amount thereof to be redeemed. Such notice will be given by mailing a copy of the redemption notice by first class mail at least 30 days prior to the date fixed for redemption to the Holder of each Series _____ Bond to be redeemed, at the address shown on the registration books; provided, however, that the failure to give such notice by mail, or any defect in the notice mailed to the Holder of any Series _____ Bond, shall not affect the validity of the proceedings for the redemption of any other Series _____ Bond. Provided funds for their redemption are on deposit with the Trustee, all Series _____ Bonds so called for redemption will cease to bear interest on the specified redemption date.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, THE CITY OF CHARLESTON, SOUTH CAROLINA, has caused this Bond to be signed by the signature of its Mayor, its corporate seal to be reproduced hereon and the same to be attested by the signature of the Clerk of the City Council of the City of Charleston, South Carolina.

CITY OF CHARLESTON, SOUTH CAROLINA

(SEAL)

By_____
Mayor, City of Charleston, South Carolina

Attest:

By_____
Clerk, City Council of the City of Charleston, South Carolina

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the Series described in the within mentioned Ordinances and Series Resolution.

By: **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,** as Trustee

_____

Authorized Officer

Authentication Date:

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (please print or type name and address of Transferee and Social Security or other identifying number of Transferee) the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____ _____

Signature Guaranteed:

_____

_____

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program. The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned, Clerk of the City Council of the City of Charleston, South Carolina ("City Council"), **DO HEREBY CERTIFY:**

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by City Council. The Ordinance was read at two public meetings of City Council on two separate days. An interval of at least six days occurred between each reading. At each meeting, a quorum of City Council was present and remaining present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand this _____ day of August, 2016.

_____

Clerk, City Council of the City of Charleston, South Carolina

Haynsworth
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

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CHARLTON DESAUSSURE, JR.
DIRECT DIAL NUMBER (843) 720-4420
EMAIL CDESAUSSURE@hsblawfirm.com

TO: Mayor and Members of Council

FROM: Charlton deSaussure, Jr.

DATE: July 13, 2016

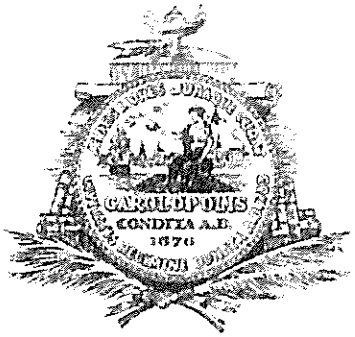
RE: Resolution in support of JEDA Revenue Bonds for The Citadel Real Estate Foundation

---

I have reviewed the captioned Resolution prepared by Ben Zeigler of my law firm's Florence office. Ben serves as Bond Counsel to The Citadel Real Estate Foundation. In order to finance the construction, acquisition and equipping of The Citadel School of Business, the Foundation proposes to issue revenue debt, the payment of which is an obligation solely of the Foundation and The Citadel. Federal tax law requires in this specific category of tax-exempt financing that a public hearing be held in the political subdivision in which the facility benefitting from the issuance of such debt is located.

Following the public hearing, the Foundation requests that Council adopt this Resolution of support. Please note it specifically provides at Section 2 on page 2 that the project being financed "will not give rise to any pecuniary liability of the City or a charge against its general credit or taxing power." The bonds will be issued by the South Carolina Jobs-Economic Development Authority, a State agency headquartered in Columbia. Thus, the City's name will not be on the debt. The City's only involvement is to provide the forum for the required public hearing and adopt this Resolution of support as contemplated by either Federal law or JEDA's enabling legislation.

Representatives of The Citadel and I will be at your July 19 meeting and available to answer any questions you may have. I am glad to provide you any information prior to that time as well.



RESOLUTION

IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS (THE CITADEL REAL ESTATE FOUNDATION PROJECT), PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING $17,500,000.

WHEREAS, the South Carolina Jobs-Economic Development Authority (the ***"Issuer"***) is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the ***"Act"***), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina (the ***"State"***); and

WHEREAS, the Issuer is further authorized by Section 41-43-110 of the Act to issue revenue bonds, payable by the Issuer solely from a revenue producing source and secured by a pledge of said revenues, to defray the cost of a business enterprise as defined in the Act; and

WHEREAS, the Issuer and The Citadel Real Estate Foundation, a South Carolina nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the ***"Borrower"***), entered into an Inducement Agreement dated June 8, 2016 (the ***"Inducement Agreement"***), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Issuer pursuant to the Inducement Agreement, the Issuer proposes, subject to such approval of the State Fiscal Accountability Authority of South Carolina and the City Council of the City of Charleston as may be required by law, to issue not exceeding $17,500,000 aggregate principal amount of its Economic Development Revenue Bonds (The Citadel Real Estate Foundation Project) (the ***"Bonds"***), in one or more series, under and pursuant to Section 41-43-110 of the Act by way of a loan to (a) defray the cost, including the payment of financing costs, construction, acquisition and equipping of an approximately 43,950 square foot building to house the School of Business (the "***Project***") for The Citadel, the Military College of South Carolina (***"The Citadel"***), located in the City of Charleston, Charleston County,

South Carolina on the campus of The Citadel at 171 Moultrie Street at the intersection of Congress Street and Hagood Avenue; and (ii) pay certain costs of issuance of the Bonds (items (i)-(ii) are herein referred to as the ***"Undertaking"***); and

WHEREAS, all facilities financed or refinanced with the proceeds of the Bonds will be initially owned by the Borrower and operated by The Citadel, all of which provide or will continue to provide services, employment, recreation, or other public benefits not otherwise provided locally; and

WHEREAS, the Borrower is projecting that the assistance of the Issuer by the issuance of the Bonds will result in the creation or maintenance of employment for those engaged in construction of the facilities of which the Undertaking is an essential and necessary part, by maintaining existing employment for approximately 51 people and by creating additional employment for approximately 1 person within 12 months and 2 people within 24 months, with a resulting alleviation of unemployment and a substantial increase in payrolls and other public benefits incident to the conduct of such businesses not otherwise provided locally, and the number of jobs resulting from the assistance authorized herein bears a reasonable relationship to the principal amount of the Bonds;

WHEREAS, the City Council (the ***"City Council"***) of the City of Charleston (the ***"City"***) and the Issuer have on this date jointly held a public hearing, duly noticed by publication on July 3, 2016, in *The Post and Courier*, a newspaper having general circulation in the City, which was not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City, as follows:

SECTION 1. It is hereby found, determined and declared that the Undertaking is anticipated to benefit the general public welfare of the City by providing or continuing to provide services, employment, recreation, or other public benefits not otherwise provided locally.

SECTION 2. The Undertaking will not give rise to any pecuniary liability of the City or a charge against its general credit or taxing power.

SECTION 3. The amount of bonds required for the Undertaking is set forth above.

SECTION 4. Based on information provided by the Borrower, the documents to be delivered by the Borrower and the Issuer with respect to the Bonds will provide among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Undertaking (and, if any such reserve funds are to be established, the amount necessary to be paid each year into such funds), and (iii) that the Borrower shall maintain the Project and carry all proper insurance with respect thereto.

SECTION 5. The City Council supports the Issuer in its determination to issue the Bonds to defray the costs related to the Undertaking.

SECTION 6. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Adopted this 19th day of July, 2016.

CITY OF CHARLESTON,
SOUTH CAROLINA

By:_____
John J. Tecklenburg, Mayor

ATTEST:

_____
Vanessa Turner Maybank, Clerk of Council

DM: 4562031 v.2

14.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Amy K. Wharton **DEPT.** BFRC

SUBJECT: CONTRIBUTION TO GMC OF $150,000 FROM HOSPITALITY FEE FUND

REQUEST: Request approval of additional $150,000 contribution to Gaillard Management Corporation from 2016 Hospitality Fee Fund

COMMITTEE OF COUNCIL: Ways & Means **DATE:** July 19, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☒		☐
Cap. Proj. Cmte. Chair	☐	☒		☐
_____	☐	☐		☐
_____	☐	☐		☐

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

If yes, provide the following: Dept./Div: 580110 Account #: 52206

Balance in Account * Amount needed for this item $150,000

NEED:

CFO's Signature: Amy Wharton

FISCAL IMPACT: *Will be included in future 2016 Hospitality Fee Fund budget amendment.

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

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

City of Charleston

JOHN J. TECKLENBURG
MAYOR

MEMORANDUM

TO: Mr. Luther Cochrane, Chair, Gaillard Management Corporation Board

FROM: John J. Tecklenburg, Mayor

DATE: June 29, 2016

RE: City Support for the Gaillard Center in 2016

Based on your request and the City's interest in seeing the Gaillard Center Performance Hall be successful, it is my intention to seek City Council's approval of an additional $150,000 in funding.

Please understand this request will require a budget amendment and will require three readings of City Council over two council meetings. With a positive vote of Council, which I will fully support, this amendment can be adopted no later than the City Council meeting in August and the funds provided to the Gaillard Management Corporation thereafter.