SPECIAL FACILITIES COMMITTEE

80 Broad Street, Council Chamber
Conference Call # 1-929-205-6099, Access Code: 862 4678 8057
March 8, 2022
3:30 p.m.

Mayor John J. Tecklenburg
Councilmember Kevin Shealy, Chair
Councilmember Stephen Bowden, Vice Chair
Councilmember Karl Brady
Councilmember A. Peter Shahid, Jr.
Councilmember Jason Sakran
Councilmember Robert Mitchell

AGENDA

1. Moment of Silence

2. Approval of minutes
   - March 10, 2020
   - August 16, 2021

3. Approval of a Memorandum of Understanding between the City of Charleston and the Coastal Community Foundation regarding the construction of a grave memorial on the Gaillard Center grounds along George Street. The cost of the memorial will not exceed $250,000. Funding has been included in the 2022 Hospitality Fund budget.

4. Update on City Facilities

5. Adjournment

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.
STATE OF SOUTH CAROLINA )  MEMORANDUM OF UNDERSTANDING
COUNTY OF CHARLESTON  )  

THIS Memorandum of Understanding is entered this ___ day of February 2020 by and between the City of Charleston (the “City”), and the Coastal Community Foundation (the “CCF”), (collectively the “Parties”).

WHEREAS, the Parties intend to construct a memorial along the George Street side of the Gaillard Center to commemorate the thirty-six African Americans whose remains were discovered during the renovation of the building; and

WHEREAS, the estimated cost of the memorial will exceed two hundred fifty thousand and no/100 ($250,000.00) dollars; and

NOW THEREFORE, for and in consideration of the sum of One and 00/100 ($1.00) Dollars and other valuable consideration, the receipt and sufficiency of which are herein acknowledged, the Parties agree as follows:

1. All recitals set forth above are incorporated by reference herein.

2. The City shall pay an amount not to exceed Two Hundred Fifty Thousand and no/100 ($250,000.00) Dollars toward the construction efforts of the memorial.

3. The CCF will collect through private fundraising any additional funds in excess of the City’s commitment toward allocation of the construction.

4. CCF shall exercise control and management of the memorial, maintain separate records of receipts and expenditures of funds related to this Agreement and make books and records available to the City at reasonable times upon the City’s request.

5. The term of this Agreement shall commence on the effective date of this Agreement and shall terminate on February 1, 2023 or whenever all activities related to the construction of the memorial, whichever is sooner.

6. Each party to this Agreement shall be responsible for its own actions.

7. The Parties shall not in any way or for any purpose be deemed to be or become partners, joint venturers, agents, employees or employers with respect to each other by this Memorandum of Understanding or for purposes hereof. No party shall be responsible for or otherwise required to police or regulate any
activities or conduct of the other(s) or any of their employees, officers, agents or contractors.

8. This Memorandum of Understanding shall be governed by the laws of the State of South Carolina.

9. All communications related to this Memorandum of Understanding shall be in writing directed to a party at its address as set forth below.

To the City:

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

With a copy to:

Corporation Counsel
City of Charleston
50 Broad Street
Charleston, SC 29401

To the CCF:

Melissa Levesque
Vice President of Development and Stewardship
CCF
1691 Turnbull St.
N. Charleston, SC 29405

10. This Memorandum of Understanding constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith. No interpretation, modification, termination or waiver of any provision of or default pursuant to this Memorandum of Understanding shall be binding upon a party unless in writing and signed by the party against whom enforcement is sought.

11. No failure or delay in exercising any right, power or remedy hereunder shall constitute a waiver, forfeiture or other impairment of such right, power or remedy.

12. The invalidity, illegality or unenforceability of any provision hereof shall not render invalid, illegal or unenforceable any other provision hereof.
13. This Memorandum of Understanding shall inure to the benefit of, and be binding upon, the Parties hereto, and their heirs, successors and permitted assigns.

IN WITNESS WHEREOF, We, the undersigned, have read and agree with all sections of the Memorandum of Understanding.

WITNESS:  

__________________________  

CITY OF CHARLESTON  

By: _________________________  

Its: _________________________  

WITNESS:  

__________________________  

COASTAL COMMUNITY FOUNDATION  

By: _________________________  

Its: _________________________
Fountain bowl will be a earth casting about 3ft tall
Some of the areas in the bowl will have holes to allow water to fell back to ground from the fountains spouts.
36 hands holding object, in reference to the objects the people were buried with. Each hand will be casted in bronze, and will have its own water spouting from it.
36 hands holding object, in reference to the objects the people were buried with. Each hand will be cast in bronze, and will have its own water spouting from it.