COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Appel

2. Approval of Minutes:
   February 23, 2020

3. Bids and Purchases

4. Budget Finance Revenue Collections: Approval of the 2021 Master Lease Purchase Financing Agreement with TD Equipment Finance, in the amount of $6,040,470, 40 Calhoun Street, Charleston, SC. Solicitation Number 21-B001C (Ordinance).

5. Budget Finance Revenue Collections: Approval with Safety National for Worker’s Compensation Excess Insurance in the amount of $409,142. This renews the City’s workers compensation excess insurance policy. The term of the policy is April 1, 2021 to April 1, 2022.

6. Mayor’s Office for Children, Youth, and Families: Approval to accept the renewal grant for VISTA, which will allow us to provide up to 25 VISTA member slots to Charleston non-profits, and to receive 2 VISTA Leaders to serve in MOCYF. There is no match required for the City-per the terms of the grant, we provide the cost share funding amount through Site Fees received from participating organizations. This is an after-the-fact approval.

7. Parks-Capital Projects: Approval to increase CPD Forensic Services Building P161654 with PMC Commercial Interiors in the amount of $4,269 to furnish certain materials and necessary labor to complete the user requested reconfiguration of the Crime Scene workstations. Approval to increase P161654 will increase the PO amount by $4,269 (from $182,630.60 to $186,899.60) of the $12,392,186 project budget. Funding sources for this project are: 2015 IPRB ($7,392,186) and 2017 IPRB ($5,000,000).

8. Stormwater Management: Approval of Spring/Fishburne Drainage Improvement Project Phase 4 Wetwell and Outfall- Change Order #6 to the Construction Contract with Conti Enterprises, Inc., for a resolution to a claim that Conti submitted for soil disposals resulting in a net cost of $427,168.75, which will result in a $0.00 change order using the Owner’s Cash Contingency Allowance. This change order also includes a $100,000 credit for a reduction in outfall H-pile length. Approval of Change Order #6 will obligate $0.00 of the project budget. Costs for the Change Order ($427,168.75) will come from the approved OCCA of $2,000,000 (balance of OCCA for the project is $1,395,590.21).

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.
9. Police Department: Approval of Law Enforcement Assistance and Support Agreement with the York County Sheriff’s Office.

10. Fire Department: Approval to submit the 2020 Fire Prevention and Safety Grant after the fact in the amount of $76,303 for smoke alarms, a fire extinguisher, training property, and creating a fire prevention vehicle. There is a 5% match ($3,633.48) in the FY2021-22 budget that fire will absorb in the budget. This is an after-the-fact approval.

11. Public Service: Approval to submit an EPA 2021 Diesel Emission Reduction grant application in the amount of $617,195.41 for two electric rear load garbage trucks with 12-year extended warranty and one 120KW charging station. City Match in the amount of $754,350.27 will be budgeted in 2022.

12. Resiliency and Sustainability: Approval of USACE Letter of Interest regarding Feasibility Study for Flooding in the City of Charleston. (Also to be considered by the Committee on Public Works and Utilities.)

13. The Committee on Real Estate (Meeting was held on Monday, March 8, 2021 at 3:00 p.m., Conference Call: 1-929-205-6099; Access Code: 835 678 884)

   a. Approval of a three-year lease with MUSC with two one-year options to renew. The property will be used as a parking lot. The property is owned by the City of Charleston. [Southeast corner of Fishburne Street and Hagood Avenue and known as the 1,143 parking spaces Fishburne Ballpark Parking Lot; TMS: 4600000008 and 4600000022]. This proposed lease is being re-submitted after its February 9, 2021 initial approval by the City Council. After ongoing review at several levels, the SC Department of Administration subsequently amended the proposed Lease by deleting original Paragraph 8.1.(g), submitting that the omitted language is inconsistent with other articles. The SCDOA also amended the proposed lease by adding Paragraphs 11.2 through 11.5 to provide an actual process for handling, continuing, or termination of the lease in the cases of damage/destruction or condemnation of the property. (Ordinance)

   b. Approval of an ordinance authorizing the Mayor to execute, on behalf of the City of Charleston, a Memorandum of Agreement with Palmetto Railways; the South Carolina Department of Commerce; and the South Carolina State Ports Authority regarding the Navy Base Intermodal Facility (NBIF) project in Charleston County, South Carolina, under which the City will accept $11.5 million for (1) the City’s conveyance of certain real property, being a portion of Charleston County TMS No. 464-02-00-051, commonly known as the W.R. Grace Site, through separate Purchase Agreement; and (2) mitigation of existing and future impacts related to the construction and operation of the NBIF, including but not limited to freight rail movement in the vicinity of the southern access component of the NBIF.

   c. An ordinance authorizing the Mayor to execute a Third Amendment to the Memorandum of Understanding between the City of Charleston and the Episcopal Diocese of South Carolina Community Housing Development Organization (“EDCHDO”), a copy of which is attached hereto as Exhibit 1, under which (a) EDCHDO will convey back to the City certain real property

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.
located at 83 Hanover Street (TMS No. 459-05-04-124); (b) the City will execute a Quitclaim Deed and release of possibility of reverter as to all properties previously conveyed to EDCHDO and sold as affordable housing; and (c) the City will authorize EDCHDO to utilize any remaining funds provided by the City to EDCHDO to develop and sell affordable housing units on EDCHDO’s properties designated as Charleston County TMS No. 4600801215 (24 Humphrey Court) and 4600801216 (28 Humphrey Court).

d. (i) Update on Crown Castle applications and recent Order

(ii) Request authorization for Mayor to execute Limited Pole Agreement, in a form approved by legal staff, between City of Charleston and Crown Castle (216 Ashley Avenue, 80 Ashley Avenue, and 147 Broad Street).

e. Request for Mayor to approve a Memorandum of Understanding between Fetter Health Care Network, Inc., and the City of Charleston to establish a temporary COVID-19 Vaccination Site for the community vaccination administration (265 Fishburne Street). *(To be sent under separate cover by the Legal Department)*

f. Consider the following annexations:

(i) 2138 Golfview Drive (0.22 acre) (TMS No. 343-06-00-013), James Island, Charleston County (District 11). The property is owned by Greg White.

(ii) 114 Magnolia Road (0.20 acre) (TMS No. 418-13-00-166), West Ashley, Charleston County (District 3). The property is owned by Matt Prendergast.

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) 577-1369 or email to schumacher@Charleston-sc.gov three business days prior to the meeting.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Daniel Curia
DEPT: Fire Department
SUBJECT: PRE-CONSTRUCTION CHANGE ORDER TO HIGH WATER VEHICLE
REQUEST: Approval to increase the purchase order for the pre-construction Change order made for the High Water Vehicle #20-POOSR previously Approved at City Council on March 24, 2020 for $256,250.00. The new Amount is $264,971.00

COMMITTEE OF COUNCIL: Ways & Means DATE: March 9, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)
- Corporate Counsel
- Cap. Proj. Cmte. Chair
- Fire Department
- Procurement Director

FUNDING: Was funding previously approved? Yes No N/A
If yes, provide the following:
- Dept./Div.: 062020
- Account #: 58015
- Balance in Account
- Amount needed for this item: $8,721.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature:

FISCAL IMPACT: The $8,721.00 will be coming from lease purchase funds.

Mayor's Signature:

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.
MEMORANDUM

To: Mayor John J. Tecklenburg
   and City Council

From: Jason Krusen, Deputy Fire Chief

Subject: Change order for High Water vehicle

Date: February 26, 2021

The Charleston Fire Department is requesting a change order to the purchase order for the High Water vehicle being purchased (PO 164846) from Safe Industries. The change order in the amount of $8,721.00 is for additional emergency lighting to meet the NFPA standard, storage for safety equipment, additional seating modifications for passengers to include under seat storage, removal of a second ladder, and lift gate to accommodate handicapped victims. These additional items and deletions were determined as necessary items that were needed during the construction so that the vehicle would be functional upon delivery. This is the first High Water vehicle built for the Charleston Fire Department so changes were necessary during the construction process. The final cost of the vehicle is now $264,971.00 and was factored into the lease purchase price of the vehicle.
June 29, 2020

City of Charleston Fire Department
1950 Milford Street
Charleston, SC 29405

Truck Number R20-07 Current Order Total Letter

Dear Assistant Chief Joseph Roberts,

Signed Contract Totals:

FES High Water Rescue Vehicle: $249,500.00
SC IMF Fee: $500.00
100% Performance Bond: $6,250.00
Signed Contract Total: $256,250.00

FES Preconstruction Change Total: $8,721.00

Current Order Total with Preconstruction Changes Added: $264,971.00

If there are any questions, please do not hesitate to contact me at (843) 506-0076 or wgodfrey@safeindustries.com.

Respectfully,

Wade Godfrey
Apparatus Salesman
## Invoice

**Invoice #**

OAS00167

---

### Bill To

**Accounts Payable**  
**Charleston Fire Department**  
**PO Box 853**  
**Charleston SC 29402**  
**United States**

### Ship To

**Fire Logistics**  
**Charleston Fire Department**  
**1930 Milford St.**  
**Charleston SC 29405**  
**United States**

---

### Terms

- **Due on receipt**
- **PO #** P164846
- **Date** 2/24/2021

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### Shipping Method

- **Quantity**
- **Units**
- **Item**
- **Description**
- **Options**
- **Price**
- **Extended**

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### Total

- **$264,971.00**
Ms. Amy Wharton, CFO
City of Charleston
116 Meeting Street
Charleston, SC 29401

Re: BIDS AND PURCHASES

Dear Ms. Wharton:

The Committee on Ways and Means and City Council, at their respective meetings on March 24, 2020, approved the following item in Bids and Purchases:

**FIRE DEPARTMENT:**
**ACCOUNT:** 062020-58015  **APPROPRIATION:** $256,250.00
Approval to purchase a High Water vehicle from Allsource Enterprises, LLC DBA Safe Industries, 5031 Hwy. 153 Easley, SC 29642. Solicitation #20-P098R. Funding from 2020 Lease Purchase Funds.

**INFORMATION TECHNOLOGY DEPARTMENT:**
**ACCOUNT:** 161000-52206  **APPROPRIATION:** $118,824.86
Approval of maintenance agreement with Central Square, the sole source vendor, to provide maintenance and support services for the City’s One Solution ERP (Financial, HR, and Payroll) software.

**POLICE DEPARTMENT:**
**ACCOUNT:** 062020-58010  **APPROPRIATION:** $66,386.00
Approval to purchase two (2) Chevrolet Tahoe PPV vehicles from Love Chevrolet, 100 Parkridge Dr., Columbia, SC 29212. Solicitation #20-B011R. Funding from 2020 Lease Purchase Funds.

**TRAFFIC AND TRANSPORTATION DEPARTMENT:**
**ACCOUNT:** 230000-52066  **APPROPRIATION:** $60,000.00
Approval to establish a contract for ATMS Central Management Software and Maintenance with Control Technologies, 2776 S. Financial Court, Sanford, FL 32773. Solicitation # 20-5003R. Funding from the 2020 State Signalization Funds (Two originals to Gary Cooper; One original to Amy Wharton; One original to Keith Benjamin).

**POLICE DEPARTMENT:**
**ACCOUNT:** 200000-52036  **APPROPRIATION:** $288,000.00
Request to purchase 400 Tasers as part of a five year replacement contract with Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255. Sole source. Total five year cost is $1,346,000. 2019 cost is $194,000 with trade in credit. Annual cost of $288,000 for the successive years will be budgeted in each year.
Sincerely,

Vanessa Turner Maybank
Clerk of Council

VTM/vs

Enclosures: As Stated

c: Gary Cooper, Director of Procurement
   Wes Ratterree, Chief Information Officer
   Chief Daniel Curia, Fire Department
   Chief Luther Reynolds, Police Department
   Keith Benjamin, Traffic & Transportation Department
   Ruth Jordan, Minority Business Enterprise Manager
   Matt Frohlich, Deputy Chief Financial Officer
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: ANNUAL MAINTENANCE AND SUPPORT RENEWAL FOR EDMS
REQUEST: APPROVAL OF RENEWAL OF ANNUAL MAINTENANCE AND SUPPORT FOR THE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS).
STATE CONTRACT: 4400016669

COMMITTEE OF COUNCIL: Ways & Means DATE: March 9, 2021

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

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<th>Information Technology</th>
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<th>Signature of Individual Coordinated</th>
<th>Attachment</th>
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<td>Procurement</td>
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FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]
If yes, provide the following: Dept./Div.: IT Account #: 161000-52206
Balance in Account $3,081,433.83 Amount needed for this item $40,362.92

Does this document need to be recorded at the RMC’s Office? Yes [ ] No [X]

NOTES: EDMS is used for processing, accessing and storing all digitized documentation to include City records, archives, drawings and plans.

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.
**Invoice**

Invoice Number: 6386  
Invoice Date: Jan 5, 2021

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Subtotal: 55,378.82  
Taxable Sales: 0.00  
Sales Tax: 0.00  
Total Invoice Amount: 55,378.82  
Check No  
Payment Receive  
TOTAL: 55,378.82
# City of Charleston - Phases 1, 2 and 3 Maintenance Renewal Budgetary Estimate pro-rated through 1/31/22

**SC State EDMS Term Contract No. 440016689**

## Phase 1: Software Maintenance Renewal

**Mayor's Office (12/1/21 - 1/31/22, 12 months)**

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**Public Service (1/31/21 - 1/31/22, 12 months)**

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**Planning (2/1/21 - 1/31/22, 12 months)**

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**Records Management (2/1/21 - 1/31/22, 12 months)**

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**Additional Phase I Licenses (2/1/20 - 1/31/21, 12 Months)**

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**Total**

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## Phase II: Licenses

**HR Department (2/1/21 - 1/31/22, 12 Months)**

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**Payroll Department (2/1/21 - 1/31/22, 12 Months)**

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**Cultural Affairs (2/1/20 - 1/31/21, 12 Months)**

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**Fleet Management (2/1/20 - 1/31/21, 12 Months)**

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**Revenue Collections/Business Licenses (2/1/20 - 1/31/21, 12 Months)**

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**Server Licenses (2/1/20 - 1/31/21, 12 Months)**

<table>
<thead>
<tr>
<th>Qty</th>
<th>License</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
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<td>AEM</td>
<td>5,125.00</td>
<td>5,125.00</td>
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<tr>
<td>1</td>
<td>AEM</td>
<td>2,173.00</td>
<td>2,173.00</td>
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**Additional Phase II Licenses (2/1/20 - 1/31/21, 12 Months)**

<table>
<thead>
<tr>
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<th>License</th>
<th>Unit Price</th>
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</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>4</td>
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**Phase II Subtotal**

<table>
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<tbody>
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<td>33,088.00</td>
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## Phase III: Licenses

**Traffic & Transportation (Delivered 10/7/2020, Paid 12 months with license, Pro-rate 3.75 months, 10/7/21 - 1/31/22)**

<table>
<thead>
<tr>
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<th>License</th>
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<tr>
<td>4</td>
<td>AEM</td>
<td>469.07</td>
<td>938.14</td>
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**Additional Phase III Licenses (Delivered 10/7/2020, Paid 12 months with license, Pro-rate 3.75 months, 10/7/21 - 1/31/23)**

<table>
<thead>
<tr>
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<th>License</th>
<th>Unit Price</th>
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<td>5</td>
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**Phase III Subtotal**

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<tbody>
<tr>
<td></td>
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<td>4,436.68</td>
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## Grand Total

- **41,026.88**

Payment terms will be Net 20 days. All purchase orders are deemed non-cancelable/non-returnable unless authorized by Team IC in writing. Standard Manufacturer's warranty applies. Pricing and availability subject to change without notice.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree
DEPT. Information Technology

SUBJECT: ONESOLUTION SOFTWARE ANNUAL MAINTENANCE AND SUPPORT AGREEMENT
REQUEST: APPROVAL OF MAINTENANCE AGREEMENT WITH CENTRAL SQUARE, THE SOLE SOURCE VENDOR, TO PROVIDE MAINTENANCE AND SUPPORT SERVICES FOR THE CITY'S ONESOLUTION ERP (FINANCIAL, HR AND PAYROLL) SOFTWARE.

COMMITTEE OF COUNCIL: Ways & Means
DATE: March 9, 2021

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

Information Technology Yes N/A [Signature]
Procurement Yes

Signature of Individual Contacted
Attachment X

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

If yes, provide the following:
Dept./Div.: IT
Account #: 161000-52206
Balance in Account $3,220,405.89 Amount needed for this item $128,747.89

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

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

CFO's Signature: [Signature]
FISCAL IMPACT:

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

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

DEPARTMENT: Information Technology

PRODUCT: OneSolution Annual Maintenance and Support

REQUISITION NUMBER: PR210796

VENDOR: Central Square Technologies

DATE: February 11, 2021

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

Annual support and maintenance for OneSolution ERP system in support of City HR, Finance, Budgeting and Procurement operations.

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

No. Central Square is the developer of the software and the only source for the purchase of the support.

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.

Central Square is the developer of the software and the only source for the purchase of the support.

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

   YES or NO X

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

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

This is renewal of annual maintenance and support for an existing system.

SIGNATURE ___________________________ TITLE CIO
Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

### WHAT SOFTWARE IS INCLUDED?

<table>
<thead>
<tr>
<th>PRODUCT NAME</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>ONESolution Bank Reconciliation Annual Maintenance Fee</td>
<td>1</td>
<td>USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONESolution Person/Entity Annual Maintenance Fee</td>
<td>1</td>
<td>USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONESolution Job/Project Ledger Annual Maintenance Fee</td>
<td>1</td>
<td>USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONESolution Finance Work Orders Annual Maintenance Fee</td>
<td>1</td>
<td>USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONESolution Hassle Free Support Annual Maintenance Fee</td>
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<td>ONESolution Global Core-IFAS Annual Maintenance Fee</td>
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<td>ONESolution Finance Other Annual Maintenance Fee</td>
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<tr>
<td>ONESolution Accounts Payable Annual Maintenance Fee</td>
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MORE INFORMATION AT CENTRAL SQUARE.COM
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
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<tr>
<td>ONESolution Accounts Receivable Annual Maintenance Fee</td>
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<td>USD</td>
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<td>ONESolution Budgeting w/ Budget Item Detail Annual Maintenance Fee</td>
<td>1</td>
<td>USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONESolution Purchasing Annual Maintenance Fee</td>
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<td>USD</td>
<td>0.00 USD</td>
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<tr>
<td>ONESolution Fixed Assets Annual Maintenance Fee</td>
<td>1</td>
<td>USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONESolution Stores Inventory Annual Maintenance Fee</td>
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<td>USD</td>
<td>0.00 USD</td>
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<tr>
<td>ONESolution Easy Laser Forms Annual Maintenance Fee</td>
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<td>USD</td>
<td>0.00 USD</td>
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<tr>
<td>ONESolution Payroll Annual Maintenance Fee</td>
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<td>USD</td>
<td>0.00 USD</td>
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<tr>
<td>ONESolution Human Resources Annual Maintenance Fee</td>
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<td>USD</td>
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<td>ONESolution Position Budgeting Annual Maintenance Fee</td>
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<td>USD</td>
<td>0.00 USD</td>
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<tr>
<td>ONESolution Project Allocation Annual Maintenance Fee</td>
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<td>USD</td>
<td>0.00 USD</td>
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<td>ONESolution Contract Management Annual Maintenance Fee</td>
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<td>ONESolution Bld and Quote Management Annual Maintenance Fee</td>
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<td>ONESolution Grants Management Annual Maintenance Fee</td>
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<td>ONESolution Click, Drag, and Drill Annual Maintenance Fee</td>
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<td>USD</td>
<td>0.00 USD</td>
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MORE INFORMATION AT CENTRAL SQUARE.COM
ONESolution Documents Online Annual Maintenance Fee 1 USD 0.00 USD
ONESolution Professional Development Annual Maintenance Fee 1 1,708.94 USD 1,708.94 USD
ONESolution General Ledger Annual Maintenance Fee 1 USD 0.00 USD
ONESolution Employee Online 1 3,739.68 USD 3,739.68 USD

Renewal Order Total: 118,117.33 USD

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Amy Wharton
DEPT. BFRC
SUBJECT: 2021 MASTER LEASE PURCHASE FINANCE AGREEMENT
REQUEST: Approval of the 2021 Master Lease Purchase Financing Agreement
With TD Equipment Finance, 40 Calhoun St., Charleston, SC.
Solicitation Number 21-8001C

COMMITTEE OF COUNCIL: Ways & Means DATE: March 9, 2021

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

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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</thead>
<tbody>
<tr>
<td>Corporate Counsel</td>
<td></td>
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<td>Cap. Proj. Cmte. Chair</td>
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<tr>
<td>BFRC</td>
<td>X</td>
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</tr>
<tr>
<td>Procurement Director</td>
<td>X</td>
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FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following:

Dept./Div.: 062021 Account #: [ ]

Balance in Account N/A Amount needed for this item $6,040,470.00

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

NEED:

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.
ORDINANCE NO. 2021-__

AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF LEASE PURCHASE AGREEMENTS WITH TD EQUIPMENT FINANCE, INC. IN ORDER TO PROVIDE FOR THE ACQUISITION OF VARIOUS VEHICLES AND ASSOCIATED COLLATERAL, VARIOUS MAINTENANCE EQUIPMENT AND ASSOCIATED COLLATERAL, INFORMATION TECHNOLOGY EQUIPMENT TO INCLUDE COMPUTER, LAPTOP AND TABLET REPLACEMENT, AND MOBILE DATA TERMINALS FOR POLICE; TO PROVIDE THE TERMS AND CONDITIONS OF SUCH LEASE PURCHASE AGREEMENTS; TO PROVIDE FOR THE GRANTING OF A SECURITY INTEREST TO SECURE ALL OBLIGATIONS OF LESSEE UNDER THE LEASE PURCHASE AGREEMENTS; TO AUTHORIZE THE EXECUTION AND DELIVERY OF ALL DOCUMENTS, INCLUDING ONE OR MORE ESCROW AGREEMENTS, NECESSARY OR APPROPRIATE TO THE CONSUMMATION OF SUCH LEASE PURCHASE AGREEMENTS; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Charleston, South Carolina, a public body corporate and politic and a political subdivision organized and existing under the laws of the State of South Carolina (the "City"), proposes to finance the acquisition of various vehicles and associated collateral, various maintenance equipment and associated collateral, information technology equipment to include computer, laptop and tablet replacement, and mobile data terminals for police (collectively, the "Equipment") in the principal amount not to exceed $6,040,470; and

WHEREAS, Title 5 of the Code of Laws of South Carolina 1976, as amended, grants to cities the power to lease personal property; and

WHEREAS, the acquisition of the Equipment serves a valid corporate and public purpose of the City and is appropriate and necessary to the functions and operation of the City; and

WHEREAS, a true and very real need exists for the acquisition of the Equipment; and

WHEREAS, all necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of the Equipment have been taken; and

WHEREAS, the City received written proposals from certain parties for the acquisition of the Equipment and the financing of the Equipment pursuant to a lease arrangement; and

WHEREAS, after canvassing the bids, the City Council of City of Charleston (the "Council"), the governing body of the City, has determined, and hereby determines, that it is in the City's best interest to accept the proposal of TD Equipment Finance, Inc. (the "Lessor") on the terms and conditions described herein and in the Lessor's bid and, specifically, to accept the Lessor's offer to finance the acquisition of a
portion of the Equipment for a term of four years with interest payable, subject to the terms of the Lessor's bid, at the fixed rate of 0.68% per annum, and to finance the acquisition of a portion of the Equipment for a term of three years with interest payable, subject to the terms of the Lessor's bid, at the fixed rate of 0.60% per annum; and

WHEREAS, the City may pay certain capital expenditures in connection with the Equipment prior to its receipt of proceeds of the financing ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the principal amount of the borrowing; and

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital, and the City hereby declares its official intent to be reimbursed for any capital expenditures for Equipment from the Lease Purchase Proceeds; and

WHEREAS, the City intends to lease the Equipment from the Lessor pursuant to the terms of Lease Purchase Agreements (collectively, the "Lease") between the Lessor and the City; and

WHEREAS, under the terms of the Lease, the City shall convey a security interest in the Equipment acquired under the Lease to the Lessor.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL in meeting duly assembled:

1. It is hereby declared that the recitals set forth in the preambles to this Ordinance are in all respects true and correct.

2. The Council hereby authorizes, ratifies, confirms and approves all actions heretofore taken in canvassing the bids with respect to this transaction.

3. The proposal of the Lessor communicated on or about February 5, 2021, the terms and conditions of which are described herein and in the documents authorized hereby, with such changes as have been agreed to, is hereby approved and accepted, and Council specifically accepts the Lessor's offer to finance the acquisition of a portion of the Equipment for a term of four years with interest payable, subject to the terms of the Lessor's bid, at the rate of 0.68% per annum and to finance the acquisition of a portion of the Equipment for a term of three years with interest payable, subject to the terms of the Lessor's bid, at the rate of 0.60% per annum.

4. The lease of the Equipment by the City from the Lessor pursuant to the terms, including the principal amount and the interest rate, as follows is hereby approved. The Lease shall be in the principal amount not to exceed $6,040,470.

5. The Mayor of the City, the Chief Financial Officer of the City, the Clerk of City Council and all other appropriate officials of the City (the "Authorized Officials") are hereby severally authorized and directed to execute and deliver the Lease on behalf of the City in such form as the Authorized Official approves, with the advice of counsel, such execution by the Authorized Official being conclusive evidence of its approval; and the Clerk of City Council is hereby authorized and directed to affix the corporate seal of the City to the Lease and to attest the same.

6. The conveyance by the City to the Lessor or its assigns of a security interest in the Equipment acquired pursuant to the Lease is hereby approved.

7. The terms of the Lease are in the best interests of the City for the acquisition of the Equipment and the consummation of all transactions contemplated by the Lease is hereby approved.
8. The Authorized Officials of the City are hereby severally authorized to execute, deliver, witness and receive any other agreements and documents, including one or more escrow agreements between the City and TD Bank, N.A., as may be required by the City or the Lessor in order to carry out, give effect to, and consummate the transactions contemplated by the Lease, including the conveyance by the City to the Lessor or its assigns of a security interest in the Equipment.

9. The City’s obligations under the Lease shall be subject to annual appropriation or renewal by the City as set forth in the Lease and the City’s obligations under the Lease shall not constitute general obligations of the City or indebtedness under the Constitution or laws of the State of South Carolina.

10. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

11. This Ordinance shall become effective immediately upon third reading by the Council.

12. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

13. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

John J. Tecklenburg, Mayor, City of Charleston

ATTEST:

Jennifer Cook, Clerk of City Council

1st reading: March 9, 2021
2nd and 3rd reading: March 23, 2021
STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CERTIFICATE OF CLERK TO CITY COUNCIL

I, the undersigned Clerk to City Council of the City of Charleston, South Carolina, do hereby certify:

That the foregoing Ordinance to which this certificate is annexed, constitutes a true, correct and verbatim copy of Ordinance No. 2021-___ of the City Council of City of Charleston, South Carolina, which was given first reading on March 9, 2021, and second and third reading and adopted at a meeting of the City Council of City of Charleston, South Carolina, on March 23, 2021, the original of which is entered in the permanent records of Minutes of Meetings of said City Council and the ordinances adopted by said City Council in my custody as Clerk to City Council.

That the meetings at which actions were taken on the foregoing ordinance were duly called, that a majority of the members of the City Council were present at such meetings and remained throughout the proceedings incident to the adoption of said ordinance; and that said ordinance has not been amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of March, 2021.

Clerk to City Council, City of Charleston
# SCORE SHEET

**Procurement of:** 2021 *Lease Purchase*
*(Solicitation #: 21-B001C) February 1, 2021*

<table>
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<th>FIRM:</th>
<th>3Year APR Rate</th>
<th>4 Year APR Rate</th>
<th>Total Interest Expense</th>
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</thead>
<tbody>
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<td>.68</td>
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<tr>
<td>JP Morgan Change Equipment Finance</td>
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<tr>
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<tr>
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<tr>
<td>Sterling National Bank</td>
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<td>1.09</td>
<td></td>
</tr>
</tbody>
</table>

Buyer: ____________________________  Witness: ____________________________
February 25, 2021
City of Charleston, SC
116 Meeting Street, Charleston SC 29401

Dear Sir or Madame:

Enclosed please find the following documents regarding your lease transaction with TD Equipment Finance, Inc.:

- **Lease Purchase Agreement** – 40165637 – 3yr
  - Schedules 1 and 2
  - Exhibit A – Lessee Resolution / Ordinance – or provide a copy of the City's Resolution / Ordinance
  - Exhibit B – Incumbency Certificate
  - Exhibit C – Opinion of Counsel to Lessee – sample language
  - Exhibit D – Acceptance Certificate
- **Tax Form 8038-G** – Please complete, sign and return a copy of this form
- **Motor Vehicle Documents**:
  - Motor Vehicle Amendment – COVID 19
  - Titling Instructions
  - SC DMV Title Application included for your convenience
- **Insurance Authorization Form** – Please complete and forward a Certificate of Insurance
- **Escrow Agreement**
  - Exhibit A – Sample Requisition
  - Money Market Disclosure and Authorization
  - Privacy Notice – Please retain for your records only
- **Payment Proceeds Authorization**
- **Appropriation Certificate**
- **UPS Label** – For Originals

Please execute all documents as indicated and return, with the following:
- Copy of the Board Meeting Minutes or Resolution approving the Lease transaction with TD Equipment Finance.
- Please provide your attorney's Opinion of Counsel. Sample language is included in this documentation package.
- We also require a tax opinion. You can reference Section 1.03(a)(vi) of the Lease Purchase Agreement for the tax opinion requirement.

Please scan & email all required documents to my attention at least 2 days prior to the scheduled closing date to ensure the Escrow Account is Open for Funding.

Original Documents can be returned to:

TD Equipment Finance, Inc.
Attn: Loriann Laquita, AIM: NJ5-001-151
2059 Springdale Road
Cherry Hill, NJ 08003

If you have any questions, please call me at 856-685-5259 or email at loriann.laquita@td.com.

Please note that your signature of the Lease is confirmation that funds to pay the first year of the lease are already appropriated and available for payment. Thank you for choosing TD Equipment Finance, Inc. for your equipment financing needs.

Sincerely,

Loriann Laquita
Senior Operations Officer

Enclosures
LEASE PURCHASE AGREEMENT

This Lease Purchase Agreement (this "Agreement"), dated as of April 1, 2021, is made and entered into by and between TD EQUIPMENT FINANCE, INC., and its successors and permitted assigns ("Lessor"), and the CITY OF CHARLESTON, SOUTH CAROLINA a political subdivision of the State of South Carolina ("Lessee").

RECATALS

WHEREAS, Lessee desires to lease and acquire from Lessor the Equipment (as defined herein) subject to the terms and conditions hereof;

WHEREAS, Lessee is authorized under the constitution and laws of the State of South Carolina (the "State") to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I  LEASE, FUNDING AND ACQUISITION OF EQUIPMENT

Section 1.01  Lease. Lessor hereby agrees to sell, transfer and lease to Lessee, and Lessee hereby agrees to acquire, purchase and lease from Lessor the property described in the Equipment Schedule attached as Schedule 1 hereto and incorporated by reference herein, upon the terms and conditions set forth herein, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto (the "Equipment").

Section 1.02  Funding. Upon satisfaction (or waiver by Lessor) of the conditions set forth in Section 1.03, Lessor will cause an amount necessary to pay all or a portion of the costs to acquire and install the Equipment and certain costs related to the execution and delivery of this Agreement as specified in the Payment Schedule attached as Schedule 2 hereto and incorporated by reference herein (the "Funding Amount") to be deposited into the escrow fund created under that certain Escrow Agreement dated as of even date herewith (the "Escrow Agreement"), among Lessor, Lessee and TD Bank, N.A., as escrow agent (the "Escrow Agent"). As used herein, "Closing Date" means the date of Lessor's payment of the Funding Amount.

Section 1.03  Conditions Precedent. Lessor's payment of the Funding Amount and the performance by Lessor of any of its obligations hereunder, are subject to the satisfaction the following:

(a) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor:

(i) the Escrow Agreement duly executed by Lessee and the Escrow Agent;

(ii) a certified copy of the resolution, ordinance or other required official action by Lessee's governing body, duly authorizing the execution and delivery of this Agreement and the Escrow Agreement and the performance by Lessee of its obligations hereunder and thereunder, substantially in the form attached hereto as Exhibit A or otherwise satisfactory to Lessor;

(iii) an incumbency certificate for the authorized official(s) of Lessee executing this Agreement, the Escrow Agreement and any related certificates, documents and instruments, dated the Closing Date and substantially in the form attached hereto as Exhibit B or otherwise satisfactory to Lessor;

(iv) evidence of insurance coverage or self-insurance as required by Article V;

(v) an opinion of counsel to Lessee, dated the Closing Date and substantially in the form attached hereto as Exhibit C or otherwise satisfactory to Lessor;

(vi) an opinion of qualified bond counsel or special tax counsel to Lessee as to the valid execution and delivery of this Agreement and excludability of the interest payable hereunder from gross income for federal income tax purposes, addressed to Lessor and dated the Closing Date;
(vii) a properly completed and executed IRS Form 8038-G;

(viii) Uniform Commercial Code financing statement(s) and any other documents required by Lessor to secure its interest in the Equipment and any other collateral with respect to this Agreement;

(ix) waivers of third parties' holders of interests in the real property where the Equipment will be located, as Lessor may deem necessary; and

(x) such other documents as may be reasonably requested by Lessor.

Section 1.04 Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location(s) specified in Equipment Schedule attached hereto and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. The Funding Amount shall be disbursed as provided in the Escrow Agreement. When the Equipment is delivered, installed and accepted, Lessee shall promptly deliver to Lessor an Acceptance Certificate, executed by an authorized official of Lessee, in the form attached hereto as Exhibit D. The insufficiency of the Funding Amount to pay all costs of the Equipment and any other costs related thereto shall not affect Lessee's obligations under this Section 1.04.

ARTICLE II TERM; RENTAL PAYMENTS

Section 2.01 Term. The term of this Agreement (the "Lease Term") shall commence on the Closing Date and shall continue until the end of the current fiscal year of Lessee (the "Original Term"); provided that the Lease Term may be continued, at the option of Lessee, at the end of the Original Term or any renewal term of this Agreement, each having a duration of one year and a term coextensive with Lessee's fiscal year or such earlier date specified in the Payment Schedule attached hereto (each a "Renewal Term"), up to the maximum Lease Term set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each this Agreement for the next Renewal Term, unless sooner terminated pursuant to this Agreement.

Section 2.02 Rental Payments. Lessee agrees to pay the rental payments in the amounts (the "Rental Payments") and on the dates (each a "Payment Date") as specified in the Payment Schedule. A portion of each Rental Payment is paid as interest and the balance is paid as principal, as specified in the Payment Schedule. All Rental Payments shall be paid to Lessor, at such place as Lessor may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments in lawful money of the United States of America from moneys legally available therefor.

Section 2.03 Current Expense. The obligations of Lessee hereunder, including its obligation to pay the Rental Payments due in any fiscal year shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE FUNDS APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE HEREAFTER FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE FUNDS APPROPRIATED BY LESSEE ON AN ANNUAL BASIS. Nothing herein shall constitute a pledge by Lessee of the full faith and credit or taxing power of Lessee. The Lessee official in charge of preparing Lessee's budget will include in the budget request for each fiscal year the Rental Payments to become due during such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform. Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the Lease Term.

Section 2.04 Nonappropriation. If during the then current fiscal year of Lessee, sufficient funds are not appropriated to pay the Rental Payments required hereunder for the following fiscal year (an "Event of Nonappropriation"), Lessee shall be deemed not to have renewed this Agreement for the following fiscal year, and this Agreement shall terminate at the end of the then current fiscal year, and Lessee shall not be obligated to pay Rental Payments beyond the then current fiscal year for which funds have been appropriated. Upon an Event of Nonappropriation, Lessee shall return the Equipment to Lessor in accordance with the requirements of Section
10.03. Lessee shall notify Lessor in writing no later than 30 days following an Event of Nonappropriation, but failure to provide such notice shall not operate to extend the Lease Term. If Lessee fails to return the Equipment or otherwise comply with Section 10.03, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of an amount equal to the Rental Payments that would thereafter have come due if this Agreement had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required hereunder. In addition, upon an Event of Nonappropriation, Lessor may, direct the Escrow Agent to release to Lessor any portion of the Funding Amount and any earnings thereon remaining on deposit in the escrow fund established under the Escrow Agreement.

Section 2.05 Unconditional Rental Payments. Subject to Sections 2.03 and 2.04 hereof, (a) Lessee's obligation to make Rental Payments and any other payments hereunder shall be absolute and unconditional; (b) Lessee shall make such payments when due and shall not withhold any of such payments pending final resolution of any disputes; (c) Lessee shall not assert any right of set-off or counterclaim against its obligation to make such payments; (d) Lessee's obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment; and (e) Lessee shall be obligated to continue to make payments required under this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

ARTICLE III PURCHASE AND PREPAYMENT

Section 3.01 End of Lease Term. Lessee shall have the option to purchase all of the Equipment upon the expiration of the Lease Term and payment in full of all Rental Payments then due and all other amounts then owing hereunder, and the payment of $1.00 to Lessor.

Section 3.02 Optional Prepayment. Lessee shall have the option to prepay its obligations hereunder in whole, but not in part, on any Payment Date. Lessee shall give written notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due hereunder, including the Rental Payment due on the Payment Date on which the option shall be effective, and the applicable Purchase Price set forth in the Payment Schedule attached hereto (the "Purchase Price").

Section 3.03 Mandatory Prepayment from Excess Funding Amount. Any portion of the Funding Amount not applied to the costs of the Equipment and remaining in the escrow fund established under the Escrow Agreement on the earlier of (a) the expiration of the Escrow Period (as defined in the Payment Schedule) and (b) the date on which Lessee executes the final Acceptance Certificate, shall be applied by Lessor on any Rental Payment date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder in the inverse order of Rental Payment dates.

Section 3.04 Release of Lessor's Interest. Upon timely receipt of all amounts required for the purchase of the Equipment pursuant to Section 3.01 or Section 3.02, this Agreement shall terminate, all of Lessor's security interest in the Equipment shall terminate, and Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably request to evidence the termination of this Agreement and Lessor's security interest in the Equipment, without warranty by or recourse to Lessor.

ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.01 Representations and Warranties. Lessee represents and warrants to Lessor as of the Closing Date as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations under this Agreement.
(b) The execution and delivery of this Agreement have been duly authorized by all necessary action of Lessee’s governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement and the acquisition and financing of the Equipment by Lessee.

(c) This Agreement has been duly executed and delivered by and constitute the valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by Lessee does not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee’s knowledge, threatened against or affecting Lessee, challenging Lessee’s authority to enter into this Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement.

(f) Lessee or Lessee’s governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during Lessee’s current fiscal year, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

(g) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the Lease Term.

(h) Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other claim or encumbrance of any nature whatsoever (each, a “Lien”) on or with respect to such real estate.

(i) The estimated total costs of the Equipment will not be less than the Funding Amount; (ii) the Equipment has been ordered or is expected to be ordered within six months after the Closing Date and the Equipment will be delivered and installed, and the Vendor fully paid, within 18 months from the Closing Date; (iii) Lessee will pursue the acquisition of the Equipment and the expenditure of the Funding Amount with due diligence; (iv) no sinking, debt service, reserve or similar fund will be maintained by Lessee with respect to the Rental Payments or pledged as security therefor; (v) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last Payment Date; (vi) there are no other obligations of Lessee which are being sold within 15 days of the Closing Date or are being sold pursuant to the same plan of financing as this Agreement, and are expected to be paid from substantially the same source of funds; (vii) Lessee made a declaration of its intention to reimburse the costs of the Equipment to be reimbursed with the Funding Amount not later than 60 days after the date on which payment is made; (viii) the officer or official who has executed this Agreement on Lessee’s behalf is familiar with Lessee’s expectations regarding the use and expenditure of the Funding Amount; and (ix) the facts and estimates set forth in this paragraph are accurate and the expectations of Lessee set forth in this paragraph are reasonable.

(j) None of this Agreement, Lessee’s financial statements furnished to Lessor, or any other agreement, document, certificate or written statement furnished to Lessor by or on behalf of Lessee in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in any material respect. There is no fact that Lessee has not disclosed in writing to Lessor and that would cause a material adverse change in the business, assets, operations or condition, financial or otherwise, of Lessee.
Section 4.02 Tax Covenants.

(a) Lessee covenants and agrees that it will (i) comply with all provisions of the Code and the Treasury Department regulations applicable to establishing and maintaining the excludability of the interest component of the Rental Payments from federal gross income pursuant to Section 103 of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy Internal Revenue Service ("IRS") guidelines for permitted management contracts, as the same may be amended from time to time; (iii) invest and reinvest moneys related to this Agreement from time to time in a manner that will not cause this Agreement to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; (iv) rebate an amount equal to excess earnings on invested proceeds of this Agreement to the federal government if required by, and in accordance with, Section 148(f) of the Code and make the determinations and maintain the records required by the Code; and (v) complete and timely file an IRS Form 8038-G with the IRS in accordance with Section 149(e) of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and reasonably acceptable to Lessee, that Lessor may not exclude the interest component of any Rental Payment from gross income for federal income tax purposes, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rental Payments due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by this Agreement (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding Payment Date an amount that will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this Section 4.02(b) shall be conclusive (absent manifest error).

ARTICLE V INSURANCE

Section 5.01 Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during the Lease Term: (a) liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the use, operation, ownership, condition or maintenance of Equipment, with a coverage of not less than $300,000 per occurrence and $500,000 in the aggregate, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Purchase Price.

Section 5.02 Insurance Requirements. Lessee must maintain insurance through the South Carolina State Fiscal Accountability Authority (SCSFAA) of the types and in the amounts not less than those set forth in Section 5.01. Each casualty and property insurance policy shall name Lessor as lender loss payee. If Lessee does not maintain the required insurance, Lessor may obtain it and charge Lessee for it. Upon demand therefor from Lessor, Lessee agrees to immediately reimburse Lessor for all such costs and expenses of Lessor for obtaining such insurance.

ARTICLE VI ADDITIONAL OBLIGATIONS

Section 6.01 Use and Maintenance of Equipment. Lessee shall, at its own expense, maintain the Equipment in good condition and proper working order, and shall make all necessary repairs and replacements to keep the Equipment in such condition. The Equipment will be used by Lessee only for the purpose of performing Lessee's essential governmental functions. Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any manufacturer's guidelines or in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall have sole responsibility to maintain and repair the Equipment. Lessee shall keep (or in the case of Equipment constituting motor vehicles, house) the Equipment at the address specified in the Equipment Schedule attached hereto; provided that Lessee may change the location at which any Equipment is kept (or housed) with thirty (30) days prior written notice to Lessor specifying the address of the new location. Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably
necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder. If Lessor reasonably determines that Lessee is not maintaining any of the Equipment in accordance with this Section 6.01, Lessor may (in addition to any other remedies it may have) require Lessee to enter into maintenance contracts for such Equipment in form approved by Lessor and with approved providers.

Section 6.02 Taxes. Lessee shall pay all taxes, assessments and other charges which are assessed or levied against the Equipment or any part thereof, during the Lease Term, whether assessed against Lessee or Lessor. With respect to any taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term.

Section 6.03 Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will adversely affect the originally intended value, function or use of the Equipment.

Section 6.04 Liens. Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any Lien with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such Lien if the same shall arise at any time.

Section 6.05 Financial Information. Lessee shall deliver to Lessor (i) its annual audited financial statements within 210 days after the end of each fiscal year, (ii) its annual budget for each fiscal year promptly following approval thereof, including written evidence that the Rental Payments for such fiscal year have been appropriated and (iii) such other financial statements and information relating to the ability of Lessee to satisfy its obligations under this Agreement as may be reasonably requested by Lessor from time to time.

Section 6.06 Advances. If Lessee shall fail to perform any of its obligations under Section 6.01, Section 6.02 or Section 6.04, or shall fail to maintain the insurance required by Article V, Lessor may (but shall not be required to) take such action to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the Default Rate (as defined herein), from the date of the advance to the date of repayment.

Section 6.07 Filing of Agreement. Lessee shall not file or submit, or permit the filing or submission, of all or any portion this Agreement, any document related to this Agreement, any default, event of acceleration, termination event, waiver, modification of terms or other similar events relating to this Agreement or any summary of the foregoing with the Municipal Securities Rulemaking Board ("MSRB") (or any successor to the MSRB or similar entity or service) unless such document or portion thereof has been provided to the Lessor in advance for review and redaction to the extent required by the Lessor and otherwise permitted under applicable MSRB rules or federal securities law, if any. Lessor is not responsible for the Lessee's or any other entity's compliance with any continuing disclosure obligations under any applicable securities law or related agreement or undertaking.

ARTICLE VII TITLE; SECURITY INTEREST; NO WARRANTIES BY LESSOR

Section 7.01 Title. During the Lease Term, legal title to all Equipment shall be in Lessee, subject to Lessor's interests under this Agreement. Upon the occurrence of an Event of Default or upon termination of this Agreement due to an Event of Nonappropriation, title shall immediately vest in Lessor, free and clear of any right, title or interest of Lessee.

Section 7.02 Security Interest. As security for Lessee's obligations to pay all Rental Payments and all other amounts due and payable and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) hereunder, Lessee hereby grants to Lessor a first priority, security interest in any and all of the Equipment (now existing or hereafter acquired), the escrow fund established under the Escrow Agreement and any and all proceeds of the foregoing. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

Section 7.03 Personal Property. The Equipment is and shall at all times be and remain personal property and not fixtures.
Section 7.04  **No Warranties.** Lessee acquires and leases the Equipment “AS IS.” Lessee acknowledges that Lessor did not manufacture the Equipment. Lessor does not represent the manufacturer, supplier, owner or dealer, and Lessee selected the Equipment based upon Lessee’s own judgment. Lessor makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose or otherwise or as to the Equipment’s value, design, condition, use, capacity or durability. Lessee agrees that regardless of cause, Lessor is not responsible for, and Lessee will not make any claim against Lessor for, any damages, whether consequential, direct, special or indirect incurred by Lessee in connection with the Equipment. Neither the manufacturer, supplier or dealer nor any salesperson, employee or agent of the manufacturer, supplier or dealer is Lessor’s agent or has any authority to speak for Lessor or to bind Lessor in any way. For and during the Lease Term, Lessor assigns to Lessee any manufacturer’s or supplier’s product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee’s sole expense. Lessee agrees that (a) all Equipment will have been purchased in accordance with Lessee’s specifications from suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer’s or supplier’s product warranties or guaranties, (d) no manufacturer or supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or supplier or any representative of said parties shall not be binding upon Lessor.

**ARTICLE VIII  RISK OF LOSS; CASUALTY**

Section 8.01  **Risk of Loss.** As between Lessee and Lessor, Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part for any reason whatsoever. No loss to the Equipment shall relieve Lessee from the obligation to make any Rental Payments or to perform any other obligation hereunder. Proceeds of any insurance recovery will be applied to Lessee’s obligations under this Article VIII.

Section 8.02  **Notice of Loss.** If a casualty occurs to the Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

Section 8.03  **Application of Proceeds.** If Lessor determines that any item of Equipment has suffered a casualty loss that is beyond repair, then Lessor shall either: (a) immediately replace such Equipment with similar equipment in good repair, condition and working order free and clear of any Liens and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment hereunder, or (b) on the next scheduled Payment Date, pay Lessor (i) all amounts owed by Lessee hereunder, including the Rental Payment due on such date, plus (ii) an amount equal to the applicable Purchase Price. If the net proceeds of any insurance are insufficient to pay in full the cost of any repair, restoration, modification or improvement of the Equipment, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of available insurance proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment. If Lessee makes any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article II.

Section 8.04  **Claims and Expenses.** Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney’s fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of this Agreement. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorneys’ fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms hereof or which arise directly from the gross negligence or willful misconduct of Lessor.

**ARTICLE IX  ASSIGNMENT**

Section 9.01  **Assignment by Lessor.** Lessor may assign its rights, title and interest in and to this Agreement, the Equipment or the Escrow Agreement (including the escrow fund thereunder), and/or may grant or assign a security interest in this Agreement, the Equipment or any Escrow Agreement (including the escrow fund thereunder), in whole or in part, without obtaining the consent of Lessee, but no such assignment, transfer or conveyance shall be effective as against Lessee unless and until Lessor has delivered to Lessee written notice
thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to banks, insurance companies or other financial institutions or their affiliates. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

Section 9.02 Assignment and Subleasing by Lessee. Neither this Agreement nor the Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

ARTICLE X EVENTS OF DEFAULT; REMEDIES

Section 10.01 Events of Default. The occurrence of any of the following events shall constitute an Event of Default hereunder:

(a) Lessee’s failure to pay any Rental Payment or other amount required to be paid to Lessor hereunder within ten (10) days following the due date thereof, other than by reason of an Event of Nonappropriation;

(b) Lessee’s failure to maintain insurance as required herein;

(c) With the exception of the above clauses (a) or (b), Lessee’s failure to perform or abide by any condition, agreement or covenant hereunder for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;

(d) Any statement, representation or warranty made by Lessee in this Agreement or in any writing delivered by Lessee pursuant hereto or in connection herewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; or

(e) RESERVED;

(f) Lessee shall be in default under any other financing agreement executed at any time with Lessor or any Lessor affiliate; or

(g) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(h) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02 Remedies on Default. Upon the occurrence of any Event of Default, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies:

(a) Lessor, with or without terminating this Agreement, may declare all Rental Payments payable hereunder to the end of the then-current fiscal year of Lessee to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable;

(b) Lessor may terminate this Agreement and by written notice to Lessee direct Lessee to deliver the Equipment in the manner provided in Section 10.03. Lessor may thereafter dispose of the Equipment. If Lessor terminates this Agreement and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs and expenses (including, but not limited to,
attorneys’ fees) incurred in securing possession of the Equipment; (ii) all costs and expenses incurred in completing the disposition of the Equipment; (iii) any sales or transfer taxes incurred in the disposition of the Equipment; (iv) any Rental Payments payable hereunder to the end of the then-current fiscal year of Lessee; (v) the outstanding principal component of Rental Payments; and (vi) any other amounts then due hereunder. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii), (iv), (v) and (vi) have been met shall be paid to Lessee. No deficiency shall be allowed against Lessee, except with respect to any unpaid Rental Payments to the end of the then-current fiscal year of Lessee and unpaid costs and expenses incurred by Lessor in connection with the repossession and disposition of the Equipment;

(c) By written notice to the Escrow Agent, Lessor may direct the Escrow Agent to release any portion of the Funding Amount and any earnings thereon to Lessor, such sums to be credited to payment of Lessee’s obligations hereunder; and

(d) Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default.

Section 10.03 Return of Equipment; Release of Lessee’s Interest. Upon termination of this Agreement prior to the payment of all Rental Payments or the Purchase Price (whether as result of an Event of Nonappropriation or Event of Default), Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Section 6.01; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer’s representative or such other service person as is satisfactory to Lessor; and (c) return the Equipment to a location in the continental United States specified by Lessor, freight and insurance prepaid by Lessee. In addition, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee’s interest therein.

Section 10.04 Late Charge. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any Rental Payment or any other amount payable hereunder not paid on the date such payment is due at a rate equal to the interest rate set forth on the Payment Schedule, plus 5% per annum, or the maximum amount permitted by law, whichever is less (the “Default Rate”), from such date.

Section 10.05 No Remedy Exclusive. Each of the rights and remedies under this Agreement is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

Section 10.06 Costs and Attorneys’ Fees. Upon the occurrence of an Event of Default, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable hereunder, all of Lessor’s costs of collection, including reasonable attorneys’ fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid, and shall bear interest at the Default Rate. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys’ fees at trial and on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 11.01 Notices. All notices, requests and other communications to either party hereunder shall be in writing and shall be given to such party at its address or telecopier number set forth on the signature pages hereof or such other address or telecopier number as such party may hereafter specify. Each such notice, request or other communication shall be effective (a) if given by certified mail, 72 hours after such communication is deposited with the United States Postal Service with first class postage prepaid, addressed as aforesaid or (b) if given by any other means, including e-mail or facsimile, when delivered at the address, email address or telecopier number specified on the signature pages hereof or to such other addresses or telecopier numbers as specified in writing by a party to the other party hereunder, as evidenced by a confirmation report.
Section 11.02 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term “Lessor” means any person or entity to whom Lessor has assigned its right to receive Rental Payments hereunder.

Section 11.03 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Rules of Construction. Unless the context otherwise requires, (a) the singular of each term used in this Agreement includes the plural and the plural of each such term includes the singular, (b) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein), and shall include all exhibits, schedules, annexes and other attachments thereto, (c) the words “hereof,” “herein,” “hereof” and “hereunder,” and words of similar import when used in this Agreement, shall be construed to refer to this Agreement in its entirety and not to any particular provision thereof, (d) any reference herein to any person shall be construed to include such person’s successors and permitted assigns, (e) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (f) the terms “Article” and “Section” refer to an article or section of this Agreement and the terms “Exhibit” and “Schedule” refer to an exhibit or schedule to this Agreement, and (g) the symbol “$” refers to United States dollars or such coin or currency as at the time of payment is legal tender for the payment of public and private debts in the United States of America.

Section 11.05 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

Section 11.06 Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to perfect, confirm, establish, reestablish, continue or complete the interests of Lessor in this Agreement, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement.

Section 11.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 11.08 Waiver of Jury Trial. To the extent permitted by applicable law, Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.

Section 11.09 Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein, in no event shall this Agreement require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall first be applied to reduce principal, and when no principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the Lease Term so that the interest is uniform through such term.

Section 11.10 USA Patriot Act Compliance Notification. Lessor hereby notifies Lessee that pursuant to the requirements of the USA PATRIOT Act (the “Patriot Act”), it is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act. Lessee shall, promptly upon Lessor’s request, provide all documentation and other information that Lessor requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act.

Section 11.11 Relationship of Parties. Lessee acknowledges and agrees that (i) this Agreement and the transactions related thereto is an arm’s-length commercial transaction between Lessor and Lessee, (ii)
connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, Lessor is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of Lessee. (ii) Lessor has not assumed an advisory or fiduciary responsibility in favor of Lessee with respect to the transactions contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether Lessor or any affiliate thereof has provided other services or is currently providing other services to Lessee on other matters) and Lessor has no obligation to Lessee with respect to the transactions contemplated hereby except the obligations expressly set forth in this Agreement, and (iv) Lessee has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

Section 11.12 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

Section 11.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.14 Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts", if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

[The remainder of this page is intentionally blank. Signature page follows.]
IN WITNESS WHEREOF, Lessor and Lessee hereto have caused this Lease Purchase Agreement to be executed and delivered, all as of the date first above written.

CITY OF CHARLESTON, SOUTH CAROLINA  
Lessee

By: ________________________________  
Name: Amy K. Wharton  
Title: Chief Financial Officer

Address:  
116 Meeting Street  
Charleston, SC 29401

TD EQUIPMENT FINANCE, INC.  
Lessor

By: ________________________________  
Name: ________________________________  
Title: ________________________________

Address:  
2059 Springdale Road  
Cherry Hill, NJ 08003

[Signature Page to Lease Purchase Agreement]
Equipment Schedule

1. **Equipment Description**: The Equipment consists of the following:
   - Various Police Vehicles and Associated Collateral
   
   Total: $1,300,000.00

   *All proceeds will be transferred into a designated "Purchase Fund" and detailed collateral descriptions will be included with every escrow requisition prior to each vendor payment disbursement*

2. **Equipment Location**: The Equipment is or will be located at:
   - Various locations throughout the City of Charleston, with the principal garaged location for the Equipment being set forth on the Acceptance Certificate for each such item of Equipment.
Payment Schedule

1. **Closing Date:** April 1, 2021

2. **Funding Amount:** $1,300,000.00

3. **Escrow Period:** Period ending April 1, 2023

4. **Interest Rate:** 0.600%

5. **Rental Payments:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Rental Payment</th>
<th>Interest</th>
<th>Principal</th>
<th>Balance</th>
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</thead>
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<tr>
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<td>$218,947.35</td>
<td>$3,900.00</td>
<td>$215,047.35</td>
<td>$1,300,000.00</td>
</tr>
<tr>
<td>1 10/1/2021</td>
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<td>$3,254.86</td>
<td>$215,692.49</td>
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<tr>
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<td>$216,988.59</td>
<td>$652,920.59</td>
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<td>$217,639.55</td>
<td>$435,932.00</td>
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<td>$218,947.35</td>
<td>$654.90</td>
<td>$218,292.45</td>
<td>$218,292.45</td>
</tr>
</tbody>
</table>

**Grand Totals**

$1,313,684.10  $13,684.10  $1,300,000.00
Form of

LESSEE RESOLUTION / ORDINANCE

A RESOLUTION / ORDINANCE OF CITY OF CHARLESTON, SOUTH CAROLINA AUTHORIZING
THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT WITH RESPECT TO
THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT;
AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN
CONNECTION THERewith; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE
CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Charleston, South Carolina, a body politic and corporate duly organized and existing
as a political subdivision of the State of South Carolina ("Lessee"), is authorized by the laws of the State of South
Carolina to purchase, acquire and lease personal property for the benefit of Lessee and to enter into contracts with
respect thereto; and

WHEREAS, Lessee desires to purchase, acquire, finance and lease certain equipment with a cost not to exceed $1,300,000.00 constituting personal property necessary for Lessee to perform essential governmental
functions (the "Equipment"); and

WHEREAS, Lessee proposes to enter into that certain Lease Purchase Agreement (the "Agreement"), with TD
Equipment Finance, Inc. ("Lessor"), the form of which has been available for review by the governing body of Lessee
prior to this meeting; and

WHEREAS, the funds made available by Lessor under the Agreement will be deposited pursuant to the terms
of that certain Escrow Agreement, among Lessee, the Lessor and TD Bank, N.A. (the "Escrow Agreement"; and
together with the Agreement, the "Financing Documents") and will be applied to the acquisition of the Equipment in
accordance with said Escrow Agreement; and

WHEREAS, the Equipment is essential for Lessee to perform its governmental functions; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding
requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, the governing body of Lessee deems it for the benefit of Lessee and for the efficient and effective
administration thereof to enter into the Financing Documents and any other documentation necessary, convenient or
appropriate for the purpose of financing the Equipment on the terms and conditions described therein;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE, that Lessee is hereby
authorized to execute and deliver the Agreement with principal components of rental payments in an aggregate amount
not to exceed $1,300,000.00.

BE IT FURTHER RESOLVED, that the Financing Documents and the acquisition and financing of the
Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Chief
Financial Officer of Lessee and any other officer of Lessee with the power to execute contracts on behalf of Lessee be,
and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents and any and all
instruments, documents and certificates which may be required by or provided for in the Financing Documents or
as may otherwise be required for or necessary, convenient or appropriate to the financing described in this
resolution together with any changes, insertions and omissions therein as may be approved by the officer(s) who
execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the
Financing Documents. The Chief Financial Officer of Lessee and any other officer of Lessee with the power to do so
be, and each of them hereby is, authorized to affix the official seal of Lessee to the Financing Documents and attest the
same.

BE IT FURTHER RESOLVED, that the proper officers of Lessee be, and each of them hereby is, authorized
and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other
documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

BE IT FURTHER RESOLVED, that nothing contained in this resolution, the Agreement nor any other instrument shall be construed with respect to Lessee as incurring a pecuniary liability or charge upon the general credit of Lessee or against its taxing power, nor shall the breach of any agreement contained in this resolution, the Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Agreement are special limited obligations of Lessee as provided in the Agreement.

BE IT FURTHER RESOLVED, that if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

Adopted and approved by the governing body of Lessee this __________ day of 20__

CITY OF CHARLESTON, SOUTH CAROLINA

By: ________________________________
Name: ______________________________
Title: ______________________________
Form of

INCUMBENCY CERTIFICATE

The undersigned representative of the City of Charleston, South Carolina ("Lessee") certifies as follows:

1. The individuals identified below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names.

2. The individuals identified below have the authority on behalf of Lessee to enter into that certain Lease Purchase Agreement, dated as of April 1, 2021 (the "Agreement") between such entity and TD Equipment Finance, Inc., and the documents, instruments and certificates contemplated therein.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amy K. Wharton</td>
<td>Chief Financial Officer</td>
<td></td>
</tr>
<tr>
<td>Matthew Frohlich</td>
<td>Deputy Chief Financial Officer</td>
<td></td>
</tr>
</tbody>
</table>

3. Attached hereto as Exhibit A is a true and accurate copy of the resolution of Lessee dated as of April 1, 2021 approving the acquisition and financing of the property as described in the Agreement. The resolution is in full force and effect, have not been in any respect modified, revoked or rescinded and reflect all action taken by Lessee in connection with the approval of the financing contemplated by the Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of __________, 20__.  

Witnessed By:

By: __________________________
Name: Joanne Suczynski
Title: Finance Director

Internal
EXHIBIT C

Form of

OPINION OF COUNSEL TO LESSEE

[Place on Letterhead of Counsel to Lessee]

April 1, 2021

TD Equipment Finance, Inc.
2059 Springdale Road
Cherry Hill, NJ  08003

Re:  Lease Purchase Agreement, dated as of April 1, 2021, between TD Equipment Finance, Inc. and the City of Charleston, South Carolina

Ladies and Gentlemen:

[We] have acted as counsel to the City of Charleston, South Carolina ("Lessee") in connection with the above-referenced transaction. In such capacity, [We] have reviewed (a) an executed counterpart of that certain Lease Purchase Agreement, dated as of April 1, 2021 (the "Agreement"), by and between TD Equipment Finance, Inc. ("Lessor") and Lessee, which, among other things, provides for the lease of certain property described therein (the "Equipment"), (b) an executed counterpart of that certain Escrow Agreement dated April 1, 2021 (the "Escrow Agreement"), and, together with the Agreement, the "Financing Documents"), among Lessor, Lessee, and TD Bank, N.A., as escrow agent, (c) an ordinance(s) or resolution(s) of the governing body of Lessee which, among other things, authorize(s) Lessee to execute the Financing Documents and (d) such other opinions, documents and matters of law as [I] have deemed necessary in connection with the following opinions. Terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Agreement. Based upon foregoing, it is [my] opinion that:

1. Lessee is a political subdivision of the State of South Carolina (the "State") within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Financing Documents and to perform its obligations thereunder.

3. Each of the Financing Documents has been duly authorized, executed and delivered by and on behalf of Lessee, and is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

4. The authorization and execution of the Financing Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State.

5. The execution of the Agreement and the appropriation of moneys to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Financing Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment or other collateral thereunder.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Agreement.

Very truly yours,
Form of

ACCEPTANCE CERTIFICATE

TD Equipment Finance, Inc.
2059 Springdale Road
Cherry Hill, NJ 08003

Re: Lease Purchase Agreement dated as of April 1, 2021 (the "Agreement") between TD Equipment Finance, Inc. and the City of Charleston, South Carolina ("Lessee")

Ladies and Gentlemen:

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Lessee and, with respect to the above-referenced Agreement, that:

1. The Equipment subject to the Agreement has been delivered and installed, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date hereof.

2. Attached hereto are true and correct copies of the manufacturers' and dealers' invoices for the Equipment.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current fiscal year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current fiscal year.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists on the date hereof.

Date: ____________________________

CITY OF CHARLESON, SOUTH CAROLINA,
Lessee

By: ________________________________
Name: Amy K. Wharton
Title: Chief Financial Officer
Form 8038-G  |  Information Return for Tax-Exempt Governmental Bonds
**Under Internal Revenue Code section 149(e)**
**See separate instructions.**
Caution: If the issue price is under $100,000, use Form 8038-GC.
Go to www.irs.gov/F8038G for instructions and the latest information.

### Part I  Reporting Authority

<p>| | |</p>
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Issuer's name</td>
</tr>
<tr>
<td>2</td>
<td>Issuer's employer identification number (EIN)</td>
</tr>
<tr>
<td>3a</td>
<td>Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)</td>
</tr>
<tr>
<td>3b</td>
<td>Telephone number of other person shown on 3a</td>
</tr>
<tr>
<td>4</td>
<td>Number and street (or P.O. box if mail is not delivered to street address)</td>
</tr>
<tr>
<td></td>
<td>Room/suite</td>
</tr>
<tr>
<td>5</td>
<td>Report number (For IRS Use Only)</td>
</tr>
<tr>
<td>6</td>
<td>City, town, or post office, state, and ZIP code</td>
</tr>
<tr>
<td>7</td>
<td>Date of issue</td>
</tr>
<tr>
<td>8</td>
<td>Name of issue</td>
</tr>
<tr>
<td>9</td>
<td>CUSIP number</td>
</tr>
<tr>
<td>10a</td>
<td>Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)</td>
</tr>
<tr>
<td>10b</td>
<td>Telephone number of officer or other employee shown on 10a</td>
</tr>
</tbody>
</table>

### Part II  Type of Issue (enter the issue price). See the instructions and attach schedule.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Education</td>
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<td>12</td>
<td>Health and hospital</td>
</tr>
<tr>
<td>13</td>
<td>Transportation</td>
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<td>14</td>
<td>Public safety</td>
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<tr>
<td>15</td>
<td>Environment (including sewage bonds)</td>
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<tr>
<td>16</td>
<td>Housing</td>
</tr>
<tr>
<td>17</td>
<td>Utilities</td>
</tr>
<tr>
<td>18</td>
<td>Other, Describe</td>
</tr>
<tr>
<td>19a</td>
<td>If bonds are TANS or RANs, check only box 19a</td>
</tr>
<tr>
<td>19b</td>
<td>If bonds are BANs, check only box 19b</td>
</tr>
</tbody>
</table>

### Part III  Description of Bonds. Complete for the entire issue for which this form is being filed.

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>(a) Final maturity date</td>
<td>(b) Issue price</td>
<td>(c) Stated redemption price at maturity</td>
</tr>
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<td></td>
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<td></td>
</tr>
<tr>
<td>22</td>
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<tr>
<td>30</td>
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</tbody>
</table>

### Part IV  Uses of Proceeds of Bond Issue (including underwriters' discount)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>Proceeds used for accrued interest</td>
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</tr>
<tr>
<td>23</td>
<td>Issue price of entire issue (enter amount from line 21, column (b))</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Proceeds used for bond issuance costs (including underwriters' discount)</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Proceeds used for credit enhancement</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Proceeds allocated to reasonably required reserve or replacement fund</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Proceeds used to refund prior tax-exempt bonds. Complete Part V</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Proceeds used to refund prior taxable bonds. Complete Part V</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Total (add lines 24 through 28)</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Non-refunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)</td>
<td></td>
</tr>
</tbody>
</table>

### Part V  Description of Refunded Bonds. Complete this part only for refunding bonds.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded</td>
</tr>
<tr>
<td>32</td>
<td>Enter the remaining weighted average maturity of the taxable bonds to be refunded</td>
</tr>
<tr>
<td>33</td>
<td>Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)</td>
</tr>
<tr>
<td>34</td>
<td>Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)</td>
</tr>
</tbody>
</table>

For Paperwork Reduction Act Notice, see separate instructions.
### Part VI Miscellaneous

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>Enter the amount of the state volume cap allocated to the issue under section 141(b)(6)</td>
</tr>
<tr>
<td>36a</td>
<td>Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions</td>
</tr>
<tr>
<td></td>
<td>b Enter the final maturity date of the GIC (MM/DD/YYYY)</td>
</tr>
<tr>
<td></td>
<td>c Enter the name of the GIC provider</td>
</tr>
<tr>
<td>37</td>
<td>Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units</td>
</tr>
<tr>
<td>38a</td>
<td>If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:</td>
</tr>
<tr>
<td></td>
<td>b Enter the date of the master pool bond (MM/DD/YYYY)</td>
</tr>
<tr>
<td></td>
<td>c Enter the EIN of the issuer of the master pool bond</td>
</tr>
<tr>
<td></td>
<td>d Enter the name of the issuer of the master pool bond</td>
</tr>
<tr>
<td>39</td>
<td>If the issuer has designated the issue under section 265(b)(3)(B)(iii) (small issuer exception), check box</td>
</tr>
<tr>
<td>40</td>
<td>If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box</td>
</tr>
<tr>
<td>41a</td>
<td>If the issuer has identified a hedge, check here and enter the following information:</td>
</tr>
<tr>
<td></td>
<td>b Name of hedge provider</td>
</tr>
<tr>
<td></td>
<td>c Type of hedge</td>
</tr>
<tr>
<td></td>
<td>d Term of hedge</td>
</tr>
<tr>
<td>42</td>
<td>If the issuer has superintegrated the hedge, check box</td>
</tr>
<tr>
<td>43</td>
<td>If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box</td>
</tr>
<tr>
<td>44</td>
<td>If the issuer has established written procedures to monitor the requirements of section 148, check box</td>
</tr>
<tr>
<td>45a</td>
<td>If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement</td>
</tr>
<tr>
<td></td>
<td>b Enter the date the official intent was adopted (MM/DD/YYYY)</td>
</tr>
</tbody>
</table>

### Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS’s disclosure of the issuer’s return information, as necessary to process this return, to the person that I have authorized above.

<table>
<thead>
<tr>
<th>Signature of issuer’s authorized representative</th>
<th>Date</th>
</tr>
</thead>
</table>

**Type of print name and title**

**Paid Preparer Use Only**

<table>
<thead>
<tr>
<th>Firm’s name</th>
<th>Preparer’s signature</th>
<th>Date</th>
<th>Check</th>
<th>PTIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm’s address</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Schedule #: 40165637 – 3yr.

Attached to and forming a part of the Lease Purchase Agreement dated as of April 1, 2021 ("Lease") by and between the City of Charleston, South Carolina ("Lessee") and TD Equipment Finance, Inc. ("Lessor"): 

Notwithstanding any language in the lease to the contrary, it is agreed that title to the vehicle(s) will be in the name of the Lessee.

Please note; within 60 days of the acquisition of each vehicle under the Lease between the City of Charleston, South Carolina and TD Equipment Finance, Inc., ALL vehicles must be titled listing TD Equipment Finance, Inc. as first Lienholder.

Lessor recommends Lessee process titling applications electronically with appropriate Department of Motor Vehicle (DMV) to facilitate compliance with the 60-day requirement noted above. If electronic filing is unavailable, and the DMV office is not processing paper titles during the COVID-19 shut down, Lessee shall provide Lessor proper title, showing TD Equipment Finance, Inc., as first lienholder, within 60 days of the DMV resuming business as usual.

Failure to comply will be an Event of Default under the Lease between the parties. Please send us a copy of the title application and lienholder paperwork as soon as it is available.

All other terms and conditions of the Lease remain unchanged and in full force and effect and are hereby ratified.

LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA

By: ____________________________
Name: Amy K. Wharton
Title: Chief Financial Officer

LESSOR: TD EQUIPMENT FINANCE, INC.

By: ____________________________
Name: ____________________________
Title: ____________________________

For SC dealers. Please use SC ELT – 34125651

***PLEASE NOTE***

IF THE NOTICES OF LIEN/TITLES ARE NOT RECEIVED WITHIN THE ALLOTTED 60 DAY TIME FRAME, A FEE IN THE AMOUNT OF $150.00 PER TITLE WILL BE CHARGED BY TD EQUIPMENT FINANCE, INC. TO RECORD THE LIEN ON YOUR BEHALF.
DEALER/VENDOR TITLING INSTRUCTIONS

Dealer Name: TBD
Lessee Name: City of Charleston, SC

Vehicle: TBD
VIN: TBD

Titling Instructions:

Owner: City of Charleston, SC
1st Lienholder: TD Equipment Finance, Inc.

Send Original Title to: TD Equipment Finance, Inc.
Attn: Loriann Laquitara, AIM: NJ5-001-151
2059 Springdale Road
Cherry Hill, NJ 08003

Please contact Loriann Laquitara at 856-685-5259 or email loriann.laquitara@td.com if you have any questions regarding the titling of the above-named vehicle(s).

NJ Corp. Code – 866313347080030
PA ELT – 52230435101
NY ELT – 67171
VA ELT – EFI05
NC ELT – 32267380
FL ELT – 234248473
AZ ELT – 010381697
MA ELT – C28701
LA ELT - ECTN
GA ELT - 001115109498
MD ELT - 0734
SC ELT - 34125651
South Carolina Department of Motor Vehicles
Title Application

No strikethroughs, erasures or correction fluid is acceptable on this form.

South Carolina and federal law dictates that motor vehicle and driver’s license records maintained by the SCDMV may be disclosed in certain situations. For further details on the disclosure of personal information and the types of information disclosed, go to the SCDMV website www.scdmvonline.com/Privacy.

Applications are accepted at SCDMV branches or can be mailed to: SCDMV P.O. Box 1498 – 10311 Wilson Blvd, Blythewood, SC 29016-0036
Motor Carrier Services applications can be mailed to SCDMV P.O. Box 1498, Blythewood, SC 29016-0027. Visit our website www.scdmvonline.com for a complete list of required documents and fees.

SECTION A  EXPEDITE (additional $20.00 fee) Check here to expedite this title. Title can only be expedited in branch office.

<table>
<thead>
<tr>
<th>CHECK ALL THAT APPLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
</tr>
</tbody>
</table>

SECTION B - VEHICLE INFORMATION

<table>
<thead>
<tr>
<th>VEHICLE IDENTIFICATION NUMBER</th>
<th>MAKE</th>
<th>MODEL</th>
<th>YEAR</th>
<th>BODY STYLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FUEL TYPE (GAS OR ELECTRIC)</td>
<td>EMPTY WEIGHT</td>
<td>GVW</td>
<td>MOPED - ENGINE CUBIC CENTIMETERS OR WATTAGE</td>
<td></td>
</tr>
</tbody>
</table>

SECTION C - ODOMETER MILEAGE

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I STATE THAT THE ODOMETER NOW READS _______ MILES (NO TENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED ABOVE UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED:

CAUTION

- DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.
- EXEMPT
- I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.
- I CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE, WARNING ODOMETER DISCREPANCY.

SECTION D - OWNER/LESSEE INFORMATION

Your complete legal name must be used on all title and registration documents.

<table>
<thead>
<tr>
<th>NEW PRIMARY OWNER/LESSEE COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)</th>
<th>SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC., OR FEIN</th>
<th>DATE OF BIRTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEW CO-OWNER/LESSEE COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)</td>
<td>SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC., OR FEIN</td>
<td>DATE OF BIRTH</td>
</tr>
<tr>
<td>PRIMARY OWNER/LESSEE RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)</td>
<td>CITY</td>
<td>STATE</td>
</tr>
<tr>
<td>MAILING ADDRESS (IF DIFFERENT FROM ABOVE)</td>
<td>CITY</td>
<td>STATE</td>
</tr>
<tr>
<td>ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)</td>
<td>CITY</td>
<td>STATE</td>
</tr>
<tr>
<td>DAYTIME TELEPHONE NUMBER</td>
<td>TEMPORARY ADDRESS (IF APPLICABLE)</td>
<td>EXPIRATION OF TEMPORARY ADDRESS</td>
</tr>
</tbody>
</table>

SECTION E - LEASING COMPANY INFORMATION

Complete only for a leased vehicle.

<table>
<thead>
<tr>
<th>LEASING COMPANY NAME</th>
<th>PHONE NO.</th>
<th>CONTACT PERSON</th>
<th>CUSTOMER NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS</td>
<td>CITY</td>
<td>STATE</td>
<td>ZIP CODE</td>
</tr>
</tbody>
</table>

SECTION F - LIEN INFORMATION

If you are a lienholder, are you a SC ELT participant?  

<table>
<thead>
<tr>
<th>CUSTOMER NO., OR FEIN</th>
<th>LIENHOLDER NAME (FIRST LIEN)</th>
<th>DATE OF LIEN</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAILING ADDRESS</td>
<td>CITY</td>
<td>STATE</td>
<td>ZIP CODE</td>
<td></td>
</tr>
<tr>
<td>CUSTOMER NO., OR FEIN</td>
<td>LIENHOLDER NAME (SECOND LIEN)</td>
<td>DATE OF LIEN</td>
<td>CONTACT PERSON</td>
<td>TELEPHONE NUMBER</td>
</tr>
<tr>
<td>MAILING ADDRESS</td>
<td>CITY</td>
<td>STATE</td>
<td>ZIP CODE</td>
<td></td>
</tr>
</tbody>
</table>
South Carolina Department of Motor Vehicles
Title Application
Form 400
(01/2020)

SECTION G - DISCLOSURE
Required for vehicles 26,000 lbs. or greater and bus common carriers only.

6-3-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA). 18 USC SECTION 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

SSN

OR

FEIN

SECTION H - IM/FISALE TAX
Complete this section if you are entitled to a sales tax exemption and sign in the space provided verifying the exemption.

VEHICLE PURCHASED FROM INDIVIDUALS AND TITLED IN SOUTH CAROLINA ARE SUBJECT TO IM/FISALE TAX UNLESS EXEMPT. THE Fee IS 5% OF THE SALES PRICE UP TO A MAXIMUM OF $50.00. (MOBILE HOMES ARE CALCULATED DIFFERENTLY.)

☐ THE VEHICLE WAS TRANSFERRED FROM:
  ☐ MY PARENT ☐ MY SPOUSE ☐ MY CHILD ☐ MY BROTHER/SISTERS ☐ MY GRANDPARENT ☐ MY GRANDCHILD
  ☐ LEGAL HEIR ☐ BENEFICIARY ☐ DISTRIBUTEE

☐ I AM ACTIVE DUTY MILITARY ☐ THE VEHICLE WAS A DONAFDE GIFT

SECTION I - ADDITIONAL INFORMATION

DATE OF PURCHASE

DATE FIRST OPERATED IN S.C.

ENERGY EFFICIENT MANUFACTURED/MOBILE HOME?

☐ YES ☐ NO

NEW OR USED

PRIOR TITLE NUMBER

PRIOR TITLE STATE

SECTION J - SELLER INFORMATION

SELLER OR DEALER NAME

SC DEALER/WHOLESALE NUMBER

SC SALE TAX NUMBER

SALES PRICE

TRADE-IN AMOUNT

ADDRESS

CITY

STATE

ZIP CODE

SECTION K - INSURANCE CERTIFICATION

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED. THE UNINSURED MOTORIST FEE MUST BE PAID WHETHER OR NOT IT IS OPERATED. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

I (WE) DECLARE THAT THIS VEHICLE IS INSURED BY A LIABILITY INSURANCE POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA.

NAME OF INSURANCE COMPANY

SECTION L - DONATE LIFE

YES, I WISH TO DONATE $5.00, MORE OR LESS, TO DONATE LIFE SC. AMOUNT OF DONATION: $_______

SECTION M - SIGNATURE OF OWNER

I DECLARE THAT I AM THE OWNER OF THIS VEHICLE. I REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. THE VEHICLE IS SUBJECT TO THE LIENS NAMED AND NO OTHERS. IF REGISTERING A COMMERCIAL VEHICLE OVER 12,000 LBS., I CERTIFY THAT I AM FAMILIAR WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS. UNDER PENALTY OF PERJURY, I CERTIFY ALL INFORMATION PROVIDED IS TRUE AND CURRENT.

OWNER

DATE

CO-OWNER

DATE

SIGNATURE OF OWNER(S) - MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE)

FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS:

46 - 60 DAYS LATE - $10.00

61 - 75 DAYS LATE - $25.00

76 - 135 DAYS LATE - $50.00

OVER 135 DAYS LATE - $75.00

THIS SECTION FOR DEALERS ONLY

THE ABOVE VEHICLE IS FOR:

☐ DEALER USE

☐ RENTAL - IMF WILL NOT BE CHARGED ON RENTAL CAR

PROCESSED BY AND OFFICE #

PLATE NUMBER
INSURANCE AUTHORIZATION

***Please be advised that we are unable to release any funds to you or your vendor(s) unless we have a valid Certificate of Insurance. Please contact your agent and have them forward a Certificate to our office immediately. If you have any questions, please call me at (856) 685-5259.

To Whom It May Concern:
This is to advise you that

SC State Fiscal Accountability Authority, Insurance Reserve Fund, PO Box 11066, Columbia SC 29201, is my authorized agent.

Please contact your agent and ask them to provide a Certificate of Insurance showing the coverage provided, the expiration date, policy number and the equipment covered.

Our insurance requirements are as follows:

I. INSURED:
   TD Equipment Finance, Inc., its successors and assigns ("Lessor")
   2059 Springdale Road
   Cherry Hill, NJ 08003
   Phone: (856) 685-5259
   Fax: (856) 533-1022

   Required:
   I. VEHICLES LICENSED FOR USE ON PUBLIC ROADWAYS:
      a. Automobile Liability Insurance
         i. Lessor will not be named Additional Insured (per award) as their interests may appear.
         $600,000.00 Auto Liability is required.
         i. Lessor must be named as Loss Payee. The insurance is required in an amount equal to your
            equipment cost of $1,300,000.00 or actual cash value, whichever is the greater.

   II. EQUIPMENT:
      a. General Liability Insurance
         i. Lessor will not be named Additional Insured (per award) as their interests may appear.
         $600,000.00 General Liability is required.
      b. Property / Physical Damage Insurance:
         i. Lessor must be named as Lender's Loss Payee. The insurance is required in an amount equal to
            your equipment cost of $1,300,000.00 or replacement cost value, whichever is the greater.

   III. IF A DEDUCTIBLE OR RETENTION IS APPLICABLE, IT MUST BE INCLUDED ON THE CERTIFICATE.

   IV. NOTICE OF CANCELLATION:
      a. 30-Days Notice of Cancellation is required.

   V. DESCRIPTION OF EQUIPMENT:
      a. A Description of Equipment Covered must be provided on the Certificate or please reference Lease
         #40165637- Attach a copy of the Schedule A, if applicable.

By signing below, we signify that we have contacted our insurance agent and will provide the above coverage and evidence of same will be forwarded to you immediately.

LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA

By: ___________________________

Name: Amy K. Wharton

Title: Chief Financial Officer
ESCROW AGREEMENT

This Escrow Agreement (this "Escrow Agreement") is made and entered into as of April 1, 2021 by and among TD BANK, N.A., a national banking association organized and existing under the laws of the United States of America ("Lessor"), TD EQUIPMENT FINANCE, INC., a Maine corporation, as lessee ("Lessor"), and CITY OF CHARLESTON, SOUTH CAROLINA a political subdivision of the State of South Carolina as lessee ("Lessee"). Capitalized terms in this Escrow Agreement but not defined herein shall have the meanings given to them in the Lease (as defined herein).

RECITALS

1. Pursuant to a Lease Purchase Agreement, dated as of April 1, 2021 (the "Lease"), between Lessor and Lessee, Lessee will lease from Lessor certain personal property described therein (the "Equipment") on the terms and conditions set forth therein.

2. Lessor is required to deposit or cause to be deposited with Escrow Agent the sum of $1,300,000.00 (the "Funding Amount"), for credit to the Escrow Fund established hereunder which Funding Amount will be used to pay all or a portion of the costs of the Equipment.

3. Lessor and Lessee desire to engage Escrow Agent to receive, hold and disburse the Funding Amount as provided herein.

The parties hereto agree as follows:

ARTICLE 1: PURCHASE FUND.

Section 1.01. Escrow Agent shall (i) establish a special escrow fund designated as the Lease #40165637 3 year lease, Escrow Fund" (the "Escrow Fund"). (ii) keep the Escrow Fund separate and apart from all other funds and moneys held by it and (iii) administer the Escrow Fund as provided in this Escrow Agreement.

Section 1.02. All moneys deposited with Escrow Agent by Lessor pursuant to the Lease shall be credited to the Escrow Fund. Upon receipt of a fully completed Payment Request Form in the form attached hereto as Exhibit A, executed by Lessor and Lessee, together with all supporting documents described therein, Escrow Agent shall disburse the amount requested therein directly to the person(s) or entity(ies) specified therein.

Section 1.03. On April 1, 2023 (as such date may be amended from time to time pursuant to Section 6.08 hereof, the "Escrow End Date") Escrow Agent shall pay to Lessor an amount equal to the entire remaining balance on deposit in the Escrow Fund including interest earnings contained therein, if any, less the amount equal to the amount for which Escrow Agent has received a fully and properly completed Payment Request Form which has not been disbursed on or before the Escrow End Date. The amount paid to Lessor, pursuant to this Section, shall be applied to any prepayment amount pursuant to the terms of the Lease, the Rental Payments and any other amounts due under the Lease, all as determined by Lessor. Upon payment as described in the preceding sentence, Lessor shall prepare a revised amortization schedule (which shall be effective without the consent of Lessee) reflecting such prepayment.

Section 1.04. Upon receipt of written notice from Lessor that an Event of Default has occurred and is continuing under the Lease, Escrow Agent shall transfer all other moneys held in the Escrow Fund to Lessor.

Section 1.05. Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Escrow Fund, and the disbursement thereof in accordance with this Agreement, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of
amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Escrow Fund to make the payments herein required.

ARTICLE 2: MONEYS IN ESCROW FUND: INVESTMENT.

Section 2.01. The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor, other than Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by Escrow Agent therefrom. Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of the security interest granted by Lessee to Lessor under the pursuant to the Lease and shall note, or cause to be noted, on all books and records relating to the Escrow Fund, Lessor’s security interest thereon.

Section 2.02. Moneys in the Escrow Fund shall be held invested in the Goldman Sachs Financial Square Government Fund Service Shares or any other fund Escrow Agent customary utilizes in their normal course of business.

ARTICLE 3: ESCROW AGENT’S AUTHORITY; INDEMNIFICATION.

Section 3.01. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

Section 3.02. Unless Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee and Lessor jointly and severally hereby agree to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other reasonable expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement. Escrow Agent shall be vested with a lien on all property deposited hereunder for such indemnification and for its reasonable attorneys’ fees, court costs, for any suit, interpleader or otherwise, or any other reasonable expenses, fees or charges of any character or nature, which may be incurred by Escrow Agent by reason of disputes arising among Lessee and Lessor as to the correct interpretation of the Lease or this Escrow Agreement and instructions given to Escrow Agent hereunder, or otherwise, with the right of Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid.

Section 3.03. If Lessee or Lessor shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee for all reasonable costs, including reasonable attorneys’ fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 3.04. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or misconduct.
ARTICLE 4: ESCROW AGENT’S COMPENSATION.

Section 4.01. Lessor hereby agrees to pay Escrow Agent $1,500.00 as annual compensation for the services to be rendered hereunder, and will pay and/or reimburse Escrow Agent upon request for all reasonable expenses, disbursements and advances, including reasonable attorneys’ fees, incurred or made by it in connection with carrying out its duties hereunder. Escrow Agent’s fee shall be payable upon execution of this Escrow Agreement.

ARTICLE 5: CHANGE OF ESCROW AGENT.

Section 5.01. A national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Escrow Agreement upon agreement of Lessor and Lessee. Upon any such substitution, Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Escrow Agreement and transfer the money in the Escrow Fund.

Section 5.02. Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor.

Section 5.03. Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to Escrow Agent under this Escrow Agreement, and to hold title to property or take any other action which may be desirable or necessary.

ARTICLE 6: ADMINISTRATIVE PROVISIONS.

Section 6.01. Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of any of them, at any time during regular business hours. Escrow Agent shall provide such records to Escrow Agent and Lessee upon request and shall maintain a copy of such records for six years after the final disbursement from the Escrow Fund.

Section 6.02. All written notices to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth in the Lease and to Escrow Agent at 2059 Springdale Road, Cherry Hill, New Jersey 08003, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered form, with postage fully prepaid.

Section 6.03. This Escrow Agreement, together with Exhibits and Attachments hereto, constitutes the entire agreement of the parties relative to the Escrow Fund. This Escrow Agreement shall be construed and governed in accordance with the laws of the State.

Section 6.04. Any provisions of this Escrow Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition and shall not invalidate the remainder of this Escrow Agreement or the Lease.

Section 6.05. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 6.06. This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
Section 6.07. This Escrow Agreement shall terminate upon disbursement by Escrow Agent of all moneys held by it hereunder.

Section 6.08. The terms of this Escrow Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

[signatures on following page]
IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first written above.

TD EQUIPMENT FINANCE, INC., Lessor

By: ________________________________
Name: ________________________________
Title: ________________________________

Address: 2059 Springdale Road
Cherry Hill, NJ 08003

Telephone: (856) 685-5227
Fax: (856) 533-1022

TD BANK, N.A., Escrow Agent

By: ________________________________
Name: Betsy Smith
Title: Vice President

Address: 2059 Springdale Road
Cherry Hill, NJ 08003

Telephone: (856) 685-5141
Fax: (856) 685-5267

CITY OF CHARLESTON, SOUTH CAROLINA, Lessee

By: ________________________________
Name: Amy K. Wharton
Title: Chief Financial Officer

Address: 116 Meeting St.
Charleston, SC 29401

Telephone: 843-724-3710

[Signature Page to Escrow Agreement]
EXHIBIT A
TO ESCROW AGREEMENT

Lease #: 40165637 (3yr) Escrow Account #: TBD

Form of
Payment Request No. ________

TD Bank, N.A., Escrow Agent under an Escrow Agreement dated as of April 1, 2021 (the "Escrow Agreement"), by and among the said Escrow Agent, TD Equipment Finance, Inc. ("Lessor"), and City of Charleston, South Carolina, as lessee ("Lessee") is hereby requested to pay, from the Escrow Fund held under said Escrow Agreement, to the persons, firms or corporations designated below as payee, the amount set forth opposite each such name, in payment of the costs of the Equipment (as defined in said Escrow Agreement) designated opposite such payee's name and account and described on the attached page(s). The Equipment comprises a portion of the Equipment described in Lease (as defined in the Escrow Agreement).

<table>
<thead>
<tr>
<th>Payee/Address</th>
<th>Amount</th>
<th>Invoice No.</th>
<th>Equipment</th>
</tr>
</thead>
</table>

Total: $_________  

The undersigned hereby certifies that attached hereto is a duplicate original or certified copy of the following documents relating to the order, delivery and acceptance of the Equipment described in this Payment Request Form: (1) a Vendor's payment requisition and (2) Lessee's acceptance certificate relating to the Equipment in the form prescribed by the Lease; provided that if the payment is a progress payment no separate acceptance certificate shall be required.

Dated__________  

Received and Approved:

CITY OF CHARLESTON, SOUTH CAROLINA  
TD EQUIPMENT FINANCE, INC.,

By: ________________________________  
Name:  
Title:  

By: ________________________________  
Name:  
Title:
MONEY MARKET DISCLOSURE AND AUTHORIZATION

GOLDMAN SACHS FINANCIAL SQUARE GOVERNMENT FUND

SERVICE SHARES

CUSIP# 38141W257  FUND# 467

Client: CITY OF CHARLESTON, SOUTH CAROLINA

Issue: Lease # 40165637

DISCLOSURE

Goldman Sachs Financial Square Government Fund Service Shares (the “Fund”) is an open-end management investment company registered under the Investment Company Act of 1940. The Fund is not sponsored by TD Bank, National Association, or any of its affiliates. The Fund is not endorsed or guaranteed by, and does not constitute obligations of TD Bank, National Association or its affiliates and are not considered insured deposits by the FDIC. The Fund is distributed and advised by Goldman, Sachs & Co., New York, New York. The advisor reimburses TD Bank, National Association for its administrative services rendered to the Fund at a maximum annual rate of 0.58 of 1% of TD Bank’s aggregate average daily net assets in the Fund.

AUTHORIZATION

With respect to the above referenced Issue of the Client, TD Bank, National Association is hereby authorized and directed to invest trust account cash balances pending investment or distribution in Goldman Sachs Financial Square Government Fund Service Shares. We hereby acknowledge the prospectus for the Fund.

CLIENT
CITY OF CHARLESTON, SOUTH CAROLINA

Amy K. Wharton, Chief Financial Officer  DATE: ___________, 2021
A. Account Information

Client Information

Account Title: City of Charleston, SC Lease #40165637 & # 40165638
Legal Entity Name (Client): S/a
Legal Address: 116 Meeting Street Charleston SC 29401
Telephone #: 843-724-3710
Tax ID#: 57-6000226
Tax Year End Date (MM/DD/YYYY): 12/31
Trustee (required for ERISA plans): 
Authorized Signer (name and address): Amy K. Wharton CFO S/A
Authorized Signer (name and address): Matthew Frohlich, Deputy CFO S/A
Authorized Signer (name and address): 
Other Parties to Receive Statements (name and address):

B. Investment Responsibility & Objective

1.1 Investment Responsibility:
Non-Discretionary: The client will instruct the Bank on all investment changes, and the Bank will not provide any advice on investments or changes. The Bank has no obligation to take action on the assets in the Account in the absence of instructions from the Client.

1.2 Account Description (Select all that apply)
- Bond Trustee
- Escrow
- Custody
- ERISA Plan
- Non-ERISA Employee Plan
- Directed Trust

2.0 Toronto-Dominion Bank (TD) or Affiliate Securities: I acknowledge that it is the Bank’s policy not to acquire or retain TD or affiliate securities in accounts unless specifically authorized by the governing instrument or court order, or unless so directed by the account’s principal, grantor or other authorized person. In addition, the Bank will not render investment advice with regard to any TD or affiliate security held in accounts under management. By initialing below, I authorize and direct the Bank to retain any shares of TD or any affiliate security deposited to my account, and I confirm that I understand that the Bank will not provide investment advice with regard to the TD or affiliate holding.

(Authorized Signer Initials)

SEcurities and insurance
NOT FDIC INSURED | NO BANK GUARANTEE | MAY LOSE VALUE
C. List of Assets and Authorized Instructions

Please provide any third party investment advisor information as well as tax preparer information.

D. Online Access

The Bank offers its clients access to their account through the internet.

Are you interested in this service? (Please select response) O YES O NO

If you are, would you like to receive your account statements via Online? (Please select response) O YES O NO

Authorized Signer (Name and Email Address): 

Authorized Signer (Name and Email Address): 

Authorized Signer (Name and Email Address): 

E. Client Agreement

Account:
The Client has opened an account with TD Bank, N.A. (the "Bank") as indicated above. The Bank will establish and maintain Client's account(s) ("Account") in Client's name in accordance with this agreement ("Agreement"), corporate resolution, appointing document and/or other governing document (the "Governing Documents") establishing the Account. For the purposes of this Agreement "Client" means party(s) identified as Client in section A above.

Services:
The Bank will provide the services agreed to by and between the Client and the Bank as set forth in the Governing Documents. Where there is a conflict between the services to be provided by the Bank, the Client and the Bank agree that the Governing Documents will control.

The Bank will not make any investment recommendations or provide investment advice on any assets held in the Account.

The Bank agrees, as applicable, to: (i) receive the assets deposited in the Account and keep such assets separate from all other assets held by, or owned by the Bank; (ii) collect all income coming due on the assets and principal upon maturity or sale; (iii) keep accurate records of all transactions in the Account and furnish the Client with monthly Account statements in the Bank's customary form, as it may be amended from time to time; (iv) provide annual tax information summaries and will maintain appropriate records therefore; (v) follow instructions received from the Client or person's authorized to act on the Client's behalf; (vi) effectuate directed investments in permitted securities including accurate purchase or receipt, custody, pricing and redemption; (vii) disburse funds; and (viii) provide recordkeeping and reporting services as needed. Additional fees may be applicable to certain services.

The Bank is authorized to hold securities in the name of the Bank's nominee and to use a clearing corporation and a custodian for Account assets. The Client retains legal ownership of the assets of the Account, with the privileges and responsibilities of ownership, except as to responsibilities specifically delegated to the Bank.

Representations and Responsibilities:
Client represents and warrants to the Bank that any information provided by Client to the Bank with respect to this Account and this Agreement is complete and accurate. Client agrees that any direction given to the Bank by the Client, Client's authorized agent, Client's authorized signer or other third party administrator authorized by the Client, or action taken by the Client, Client's authorized agent, Client's authorized signer or other third party administrator authorized by the Client, will be proper under this Agreement, and that the Bank is entitled to rely upon any such information or direction. If the Bank fails to receive direction from the Client, Client's authorized agent, authorized signer or other authorized third party administrator, regarding any transaction, if
the Bank receives ambiguous direction regarding any transaction, or if the Bank, in good faith, believes that any transaction requested is in dispute, the Bank reserves the right to take no action until further clarification acceptable to the Bank is received from the Client, Client's authorized agent, Client's authorized signer or other third party administrator authorized by the Client, the appropriate signatory or government or judicial authority, as applicable.

Client Appointment of Agent.
The Bank may permit the Client to appoint, through written notice acceptable to the Bank, an authorized agent to act on Client's behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, investment manager), but the Bank has no duty to determine the validity of such appointment or any instrument appointing such authorized agent. The Bank will not be responsible for losses of any kind that may result from directions, actions, or failures to act by Client's authorized agent, and the Client agrees to reimburse the Bank for any loss the Bank may incur as a result of such directions, actions, or failures to act by such authorized agent.

ERISA Accounts.
The Client acknowledges and agrees that the Bank is not acting as a fiduciary and is not considered a fiduciary under ERISA. The Client acknowledges and agrees that the Bank: (i) is not and will not exercise any discretionary authority or discretionary control over the management of any ERISA account, or exercise any authority or control over the management or disposition of ERISA account assets; (ii) has not and will not render investment advice (within the meaning of ERISA) to any ERISA account for a fee, and does not have any authority or responsibility to do so; and (iii) has no discretionary authority or discretionary responsibility over the administration of any ERISA account. ERISA used herein refers to the Employee Retirement Income Security Act of 1974.

Fees.
Client agrees to be responsible for payment of fees to the Bank for the services provided under this Agreement at the time such fees are due. The fees will be determined at the time this Agreement is entered into. Such fees may be subject to change on written notice. If fees are not paid when due the Bank reserves its right to pursue available legal options.

Communications with Client.
Except as otherwise set forth in this Agreement, the Client may communicate with the Bank orally, in writing, or via electronic means including facsimile or electronic mail (e-mail). The Bank will require that any instructions be made in writing and may require further confirmation before any action is taken based on the instructions.

Governing Law.
Except to the extent preempted by the Governing Documents or federal law, this Agreement and the interpretation and application of the provisions hereof shall be governed and construed in accordance with the laws of New York, without giving effect to its choice of law provisions.

Indemnity/Liability.
Except to the extent that indemnity and liability are set forth in the Governing Documents, the Client agrees to defend, indemnify and hold the Bank harmless from any and all actions, claims, liabilities, damages and expenses, including without limitation costs of defense and reasonable attorneys' fees, (collectively "Claims") which the Bank may suffer, incur or be caused to pay arising out of the Bank's performance pursuant to this Agreement, except to the sole extent that any such Claim arises from the Bank's bad faith, willful misconduct or breach of this Agreement.

The Bank will not be responsible for losses of any kind that may result from the Clients' direction to the Bank or the Client's actions or failure to act, and Client agrees to reimburse the Bank for any loss it may incur as a result of such directions, actions or failure to act.

Market Decline.
Client acknowledges that the Account is and shall be subject to market fluctuations, and the Bank does not warrant or represent any level of performance or return for the Account.

Arbitration.
Except to the extent that arbitration and/or litigation procedures are set forth in the Governing Documents, the parties agree that any controversy, claim or dispute concerning any transaction, or connected with or arising out of this Agreement or any other agreement between the parties, arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial rules. Any arbitration award shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. The arbitration shall be governed by the laws of the State of New York. Unless otherwise agreed to by the parties, any arbitration will be held in New York, New York. Notwithstanding this binding arbitration clause, Client understands that it cannot be required to arbitrate any dispute or controversy non-arbitrable under federal law. In the event of any legal action taken to resolve a dispute between the parties, the prevailing party shall be entitled to recover reasonable legal fees and costs.

Other Litigation.
The Bank is under no obligation to pursue in court any claim against a third party for money or property due to the Client.

Modification/Termination.
Except as otherwise set forth in the Governing Documents and applicable state law, this Agreement may be modified by mutual written consent and may be terminated by either party without advance notice.

Notices.
All notices hereunder shall be delivered in accordance with the Governing Documents.

Assignment.
This Agreement is not assignable by any party without the consent of the other party.

Counterparts.
This Agreement may be executed in one or more counterparts and all counterparts together shall constitute a single agreement among the parties.

Users and Security.
Where Client on-line access is permitted, Client agrees that Client is responsible for (1) authorizing, monitoring, controlling access to and maintaining the strict confidentiality of the user IDs, passwords and codes (collectively, "IDs") assigned by the Bank to Clients, (2) not allowing unauthorized persons to use their IDs, (3) any charges or damages that may be incurred as a result of
client's failure to maintain the strict confidentiality of their IDs, and (4) promptly informing the Bank of any need to deactivate an ID due to security concerns. The Bank is not liable for any harm related to the theft of IDs assigned to Client, Client's disclosure of such IDs, or Client allowing another person or entity to access and use such IDs.

Entire Agreement.
This Agreement, including the Governing Documents, constitutes the entire understanding between the parties relating to the subject matter contained herein and merges and supersedes all prior discussions and writings between them. No party shall be bound by any condition, warrant, or representation other than as expressly stated in the Agreement or subsequently set forth in a writing signed by all parties.

Severability.
If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, ______________ Authorized Signer, ______________ Authorized Signer, Matthew Frohlich, Deputy CFO
______________________________ the Authorized Signer, __________________________ the Authorized Signer, and TD Bank, N.A., Agent, have hereunto set their hands, this __________________________ day of __________________________, 2021 and I acknowledge receipt of the privacy notice.

Authorized Signer __________________________
Amy K. Wharton CFO

Authorized Signer __________________________
Matthew Frohlich, Deputy CFO

Authorized Signer __________________________
TD Bank, N.A. By: __________________________
Name __________________________
Signature __________________________
**FACTS**

**WHAT DO THE TD BANK COMPANIES DO WITH YOUR PERSONAL INFORMATION?**

**Why?**
Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**
The types of personal information we collect and share depend on the product or service you have with us. This information can include:
- Social Security Number and income
- Account balances and payment history
- Credit history and credit scores

**How?**
All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons the TD Bank Companies choose to share; and whether you can limit this sharing.

---

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Do the TD Bank Companies share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes—to offer our products and services to you</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your transactions and experiences</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your creditworthiness</td>
<td>No</td>
<td>We Don’t Share, Unless You Provide Consent</td>
</tr>
<tr>
<td>For our affiliates to market to you</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>For nonaffiliates to market to you</td>
<td>No</td>
<td>We Don’t Share</td>
</tr>
</tbody>
</table>

---

**To limit our sharing**

Call us as follows:
TD Bank: 1-888-937-1050
TD Auto Finance: 1-888-837-2115

Please note: If you are a new customer, we can begin sharing your information 45 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us any time to limit our sharing.

---

**Questions?**

Call
TD Bank: 1-888-937-1050 or go to tdbank.com/Privacy
TD Auto Finance: 1-888-837-2115

---

**TD Bank**
### Who we are

| Who is providing this notice? | This privacy notice applies to the entities within the TD Bank US Holding Company family which are listed below (collectively the "TD Bank Companies") to the extent that they do not have their own privacy notices. |

### What we do

| How do the TD Bank Companies protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. |
| How do the TD Bank Companies collect my personal information? | We collect your personal information, for example, when you:  
  - Open an account or deposit money  
  - Pay your bills or apply for a loan  
  - Use your credit or debit card  
We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. |
| Why can't I limit all sharing? | Federal law gives you the right to limit only:  
  - Sharing for affiliates' everyday business purposes – information about your creditworthiness  
  - Affiliates from using your information to market to you  
  - Sharing for nonaffiliates to market to you  
State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law. |
| What happens when I limit sharing for an account I hold jointly with someone else? | Your choice to limit marketing offers from our affiliates will apply only to you, unless you tell us to apply it to everyone on your account. |

### Definitions

| Affiliates | Companies related by common ownership or control. They can be financial and nonfinancial companies.  
  - Our affiliates include those companies that control, are controlled by or under common control with TD Bank US Holding Company or The Toronto-Dominion Bank, including TD Bank, N.A., TD Bank USA, N.A., TD Private Client Wealth LLC, TD Wealth Management Services Inc., Epoch Investment Partners, Inc., and TD Ameritrade, Inc., among others. |
| Nonaffiliates | Companies not related by common ownership or control. They can be financial and nonfinancial companies.  
  - The TD Bank Companies do not share with nonaffiliates so they can market to you. |
| Joint Marketing | A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  
  - Our joint marketing partners include companies that offer products and services such as credit cards, credit insurance and vehicle financing. |

### Other important information

If you recently moved or changed your contact information, we encourage you to contact us to update your information. In accordance with TD Auto Finance LLC's commitment to legendary customer service, TD Bank, N.A. may service and collect TD Auto Finance accounts.

**California and Vermont Residents:** We only share information with third parties as permitted by the law of your state.

This privacy notice applies to the following TD Bank Companies, to the extent that they do not have their own privacy notices:  
TD Bank USA, N.A.  
TD Bank, N.A. Subsidiaries  
  - TD Private Client Wealth LLC  
  - TD Wealth Management Services Inc.  
  - TD Auto Finance LLC

This privacy notice applies to consumers and not to business entities or business transactions. The notice does not constitute a contract, nor does it modify or amend any agreement we have with you.
Lease Purchase Agreement
PAYMENT PROCEEDS AUTHORIZATION

Lease Purchase Agreement #: 40165637 (3 year)

Proceeds of funds are to be disbursed as follows:

TD Wealth Management $1,300,000.00

Total $ 1,300,000.00

Acknowledged and Agreed to:

LESSEE:
CITY OF CHARLESTON, SOUTH CAROLINA

By:
Name: Amy K. Wharton
Title: Chief Financial Officer
APPROPRIATION CERTIFICATE

TD Equipment Finance, Inc., as Lessor
2059 Springdale Road
Cherry Hill, NJ 08003

Re: Lease Purchase Agreement, dated as of April 1, 2021 (the "Agreement"), by and between
TD Equipment Finance, Inc., as Lessor and City of Charleston, South Carolina, as Lessee

To Whom It May Concern:

The undersigned Lessee hereby certifies that all Rental Payments (in the amount of
$218,947.35 due under the Agreement, for the Lessee's fiscal year ending December 31, 2021) are
within the Lessee's operating budget or budgets for such period, and an appropriation of funds for
such year has been made for such purpose and is available therefor.

LESSEE:
CITY OF CHARLESTON, SOUTH CAROLINA

By: ___________________________

Name: Amy K. Wharton

Title: Chief Financial Officer
1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialog box that appears. Note: If your browser does not support this function, select Print from the File menu to print the label.

2. Fold the printed label at the solid line below. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. GETTING YOUR SHIPMENT TO UPS
   Customers with a Daily Pickup
   Your driver will pickup your shipment(s) as usual.

   Customers without a Daily Pickup
   Take your package to any location of The UPS Store®, UPS Access Point™ location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.
   Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
   Hand the package to any UPS driver in your area.

---

February 25, 2021

City of Charleston, SC
116 Meeting Street, Charleston SC 29401

Dear Sir or Madame:

Enclosed please find the following documents regarding your lease transaction with TD Equipment Finance, Inc.:

Lease Purchase Agreement – 40165638 – 4yr
- Schedules 1 and 2
- Exhibit A – Lessee Resolution / Ordinance – or provide a copy of the City’s Resolution / Ordinance
- Exhibit B – Incumbency Certificate
- Exhibit C – Opinion of Counsel to Lessee – sample language for validity opinion
- Exhibit D – Acceptance Certificate

Tax Form 8038-G – Please complete, sign and return a copy of this form

Motor Vehicle Documents:
- Motor Vehicle Amendment – COVID 19
- Titling Instructions
- SC DMV Title Application included for your convenience (Included w/3yr package)

Insurance Authorization Form – Please complete and forward a Certificate of Insurance

Escrow Agreement
- Exhibit A – Sample Requisition
- Money Market Disclosure and Authorization
- Non-Discretionary Account Agreement – Please sign Page 4. (included w/3yr package)
- Privacy Notice – Please retain for your records only (Included w/3yr package)

Payment Proceeds Authorization
- Appropriation Certificate
- UPS Label – For Originals

Please execute all documents as indicated and return, with the following:
- Copy of the Board Meeting Minutes or Resolution approving the Lease transaction with TD Equipment Finance.
- Please provide your attorney’s Opinion of Counsel. Sample language is included in this documentation package.
- We also require a tax opinion. You can reference Section 1.03(a)(vi) of the Lease Purchase Agreement for the tax opinion requirement.

Please scan & email all required documents to my attention at least 2 days prior to the scheduled closing date to ensure the Escrow Account is Open for Funding.

Original Documents can be returned to:
TD Equipment Finance, Inc.
Attn: Loriann Laquitara, AIM: NJ5-001-151
2059 Springdale Road
Cherry Hill, NJ 08003

If you have any questions, please call me at 856-685-5259 or email at loriann.laquitara@td.com.

Please note that your signature of the Lease is confirmation that funds to pay the first year of the lease are already appropriated and available for payment. Thank you for choosing TD Equipment Finance, Inc. for your equipment financing needs.

Sincerely,

Loriann Laquitara
Senior Operations Officer I
Enclosures
Payment Schedule

1. **Closing Date:** April 1, 2021
2. **Funding Amount:** $4,740,470.00
3. **Escrow Period:** Period ending April 1, 2023
4. **Interest Rate:** 0.680%
5. **Rental Payments:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Rental Payment</th>
<th>Interest</th>
<th>Principal</th>
<th>Balance</th>
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<tbody>
<tr>
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<td>$591,536.07</td>
<td>$2,386,325.02</td>
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<td>$8,113.51</td>
<td>$593,547.29</td>
<td>$1,792,777.73</td>
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<td>$6,095.44</td>
<td>$595,565.36</td>
<td>$1,197,212.37</td>
</tr>
<tr>
<td>6 4/1/2024</td>
<td>$601,660.80</td>
<td>$4,070.52</td>
<td>$597,590.28</td>
<td>$599,622.09</td>
</tr>
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Grand Totals $4,813,286.40 $72,816.40 $4,740,470.00
LEASE PURCHASE AGREEMENT

This Lease Purchase Agreement (this "Agreement"), dated as of April 1, 2021, is made and entered into by and between TD EQUIPMENT FINANCE, INC., and its successors and permitted assigns ("Lessor"), and the CITY OF CHARLESTON, SOUTH CAROLINA a political subdivision of the State of South Carolina ("Lessee").

RECITALS

WHEREAS, Lessee desires to lease and acquire from Lessor the Equipment (as defined herein) subject to the terms and conditions hereof;

WHEREAS, Lessee is authorized under the constitution and laws of the State of South Carolina (the "State") to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I LEASE, FUNDING AND ACQUISITION OF EQUIPMENT

Section 1.01 Lease. Lessor hereby agrees to sell, transfer and lease to Lessee, and Lessee hereby agrees to acquire, purchase and lease from Lessor the property described in the Equipment Schedule attached as Schedule 1 hereto and incorporated by reference herein, upon the terms and conditions set forth herein, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto (the "Equipment").

Section 1.02 Funding. Upon satisfaction (or waiver by Lessor) of the conditions set forth in Section 1.03, Lessor will cause an amount necessary to pay all or a portion of the costs to acquire and install the Equipment and certain costs related to the execution and delivery of this Agreement as specified in the Payment Schedule attached as Schedule 2 hereto and incorporated by reference herein (the "Funding Amount") to be deposited into the escrow fund created under that certain Escrow Agreement dated as of even date herewith (the "Escrow Agreement"); among Lessor, Lessee and TD Bank, N.A., as escrow agent (the "Escrow Agent"). As used herein, "Closing Date" means the date of Lessor’s payment of the Funding Amount.

Section 1.03 Conditions Precedent. Lessor’s payment of the Funding Amount and the performance by Lessor of any of its obligations hereunder, are subject to the satisfaction the following:

(a) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor:

(i) the Escrow Agreement duly executed by Lessee and the Escrow Agent;

(ii) a certified copy of the resolution, ordinance or other required official action by Lessee’s governing body, duly authorizing the execution and delivery of this Agreement and the Escrow Agreement and the performance by Lessee of its obligations hereunder and thereunder, substantially in the form attached hereto as Exhibit A or otherwise satisfactory to Lessor;

(iii) an incumbency certificate for the authorized official(s) of Lessee executing this Agreement, the Escrow Agreement and any related certificates, documents and instruments, dated the Closing Date and substantially in the form attached hereto as Exhibit B or otherwise satisfactory to Lessor;

(iv) evidence of insurance coverage or self-insurance as required by Article V;

(v) an opinion of counsel to Lessee, dated the Closing Date and substantially in the form attached hereto as Exhibit C or otherwise satisfactory to Lessor;

(vi) an opinion of qualified bond counsel or special tax counsel to Lessee as to the valid execution and delivery of this Agreement and excludability of the interest payable hereunder from gross income for federal income tax purposes, addressed to Lessor and dated the Closing Date;
(vii) a properly completed and executed IRS Form 8038-G;
(viii) Uniform Commercial Code financing statement(s) and any other documents required by Lessor to secure its interest in the Equipment and any other collateral with respect to this Agreement;
(ix) waivers of third parties' holders of interests in the real property where the Equipment will be located, as Lessor may deem necessary; and
(x) such other documents as may be reasonably requested by Lessor.

Section 1.04 Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location(s) specified in Equipment Schedule attached hereto and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. The Funding Amount shall be disbursed as provided in the Escrow Agreement. When the Equipment is delivered, installed and accepted, Lessee shall promptly deliver to Lessor an Acceptance Certificate, executed by an authorized official of Lessee, in the form attached hereto as Exhibit D. The insufficiency of the Funding Amount to pay all costs of the Equipment and any other costs related thereto shall not affect Lessee's obligations under this Section 1.04.

ARTICLE II TERM; RENTAL PAYMENTS

Section 2.01 Term. The term of this Agreement (the "Lease Term") shall commence on the Closing Date and shall continue until the end of the current fiscal year of Lessee (the "Original Term"); provided that the Lease Term may be continued, at the option of Lessee, at the end of the Original Term or any renewal term of this Agreement, each having a duration of one year and a term coextensive with Lessee's fiscal year or such earlier date specified in the Payment Schedule attached hereto (each a "Renewal Term"), up to the maximum Leases Term set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each this Agreement for the next Renewal Term, unless sooner terminated pursuant to this Agreement.

Section 2.02 Rental Payments. Lessee agrees to pay the rental payments in the amounts (the "Rental Payments") and on the dates (each a "Payment Date") as specified in the Payment Schedule. A portion of each Rental Payment is paid as interest and the balance is paid as principal, as specified in the Payment Schedule. All Rental Payments shall be paid to Lessor, at such place as Lessor may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments in lawful money of the United States of America from moneys legally available therefor.

Section 2.03 Current Expense. The obligations of Lessee hereunder, including its obligation to pay the Rental Payments due in any fiscal year shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE FUNDS APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE HEREBEFROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE FUNDS APPROPRIATED BY LESSEE ON AN ANNUAL BASIS. Nothing herein shall constitute a pledge by Lessee of the full faith and credit or taxing power of Lessee. The Lessee official in charge of preparing Lessee's budget will include in the budget request for each fiscal year the Rental Payments to become due during such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform. Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the Lease Term.

Section 2.04 Nonappropriation. If during the then current fiscal year of Lessee, sufficient funds are not appropriated to pay the Rental Payments required hereunder for the following fiscal year (an "Event of Nonappropriation"), Lessee shall be deemed not to have renewed this Agreement for the following fiscal year, and this Agreement shall terminate at the end of the then current fiscal year, and Lessee shall not be obligated to pay Rental Payments beyond the then current fiscal year for which funds have been appropriated. Upon an Event of Nonappropriation, Lessee shall return the Equipment to Lessor in accordance with the requirements of Section
10.03. Lessee shall notify Lessor in writing no later than 30 days following an Event of Nonappropriation, but failure to provide such notice shall not operate to extend the Lease Term. If Lessee fails to return the Equipment or otherwise comply with Section 10.03, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of an amount equal to the Rental Payments that would thereafter have come due if this Agreement had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor’s instructions and for any other loss suffered by Lessor as a result of Lessee’s failure to take such actions as required hereunder. In addition, upon an Event of Nonappropriation, Lessor may, direct the Escrow Agent to release to Lessor any portion of the Funding Amount and any earnings thereon remaining on deposit in the escrow fund established under the Escrow Agreement.

Section 2.05  Unconditional Rental Payments. Subject to Sections 2.03 and 2.04 hereof, (a) Lessee’s obligation to make Rental Payments and any other payments hereunder shall be absolute and unconditional; (b) Lessee shall make such payments when due and shall not withhold any of such payments pending final resolution of any disputes; (c) Lessee shall not assert any right of set-off or counterclaim against its obligation to make such payments; (d) Lessee’s obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment; and (e) Lessee shall be obligated to continue to make payments required under this Agreement if title to, or temporary use of, the Equipment or any part thereof be taken under exercise of the power of eminent domain.

ARTICLE III  PURCHASE AND PREPAYMENT

Section 3.01  End of Lease Term. Lessee shall have the option to purchase all of the Equipment upon the expiration of the Lease Term and payment in full of all Rental Payments then due and all other amounts then owing hereunder, and the payment of $1.00 to Lessor.

Section 3.02  Optional Prepayment. Lessee shall have the option to prepay its obligations hereunder in whole, but not in part, on any Payment Date. Lessee shall give written notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due hereunder, including the Rental Payment due on the Payment Date on which the option shall be effective, and the applicable Purchase Price set forth in the Payment Schedule attached hereto (the "Purchase Price").

Section 3.03  Mandatory Prepayment from Excess Funding Amount. Any portion of the Funding Amount not applied to the costs of the Equipment and remaining in the escrow fund established under the Escrow Agreement on the earlier of (a) the expiration of the Escrow Period (as defined in the Payment Schedule) and (b) the date on which Lessee executes the final Acceptance Certificate, shall be applied by Lessor on any Rental Payment date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder in the inverse order of Rental Payment dates.

Section 3.04  Release of Lessor’s Interest. Upon timely receipt of all amounts required for the purchase of the Equipment pursuant to Section 3.01 or Section 3.02, this Agreement shall terminate, all of Lessor’s security interest in the Equipment shall terminate, and Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably request to evidence the termination of this Agreement and Lessor’s security interest in the Equipment, without warranty by or recourse to Lessor.

ARTICLE IV  REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.01  Representations and Warranties. Lessee represents and warrants to Lessor as of the Closing Date as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the “Code”), duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations under this Agreement.
(b) The execution and delivery of this Agreement have been duly authorized by all necessary action of Lessee’s governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement and the acquisition and financing of the Equipment by Lessee.

(c) This Agreement has been duly executed and delivered by and constitute the valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by Lessee does not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee’s knowledge, threatened against or affecting Lessee, challenging Lessee’s authority to enter into this Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement.

(f) Lessee or Lessee’s governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during Lessee’s current fiscal year, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

(g) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the Lease Term.

(h) Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other claim or encumbrance of any nature whatsoever (each, a "Liens") on or with respect to such real estate.

(i) The estimated total costs of the Equipment will not be less than the Funding Amount; (ii) the Equipment has been ordered or is expected to be ordered within six months after the Closing Date and the Equipment will be delivered and installed, and the Vendor fully paid, within 18 months from the Closing Date; (iii) Lessee will pursue the acquisition of the Equipment and the expenditure of the Funding Amount with due diligence; (iv) no sinking, debt service, reserve or similar fund will be maintained by Lessee with respect to the Rental Payments or pledged as security therefor; (v) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last Payment Date; (vi) there are no other obligations of Lessee which are being sold within 15 days of the Closing Date or are being sold pursuant to the same plan of financing as this Agreement, and are expected to be paid from substantially the same source of funds; (vii) Lessee made a declaration of its intention to reimburse the costs of the Equipment to be reimbursed with the Funding Amount not later than 60 days after the date on which payment is made; (viii) the officer or official who has executed this Agreement on Lessee’s behalf is familiar with Lessee’s expectations regarding the use and expenditure of the Funding Amount; and (ix) the facts and estimates set forth in this paragraph are accurate and the expectations of Lessee set forth in this paragraph are reasonable.

(j) None of this Agreement, Lessee’s financial statements furnished to Lessor, or any other agreement, document, certificate or written statement furnished to Lessor by or on behalf of Lessee in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in any material respect. There is no fact that Lessee has not disclosed in writing to Lessor and that would cause a material adverse change in the business, assets, operations or condition, financial or otherwise, of Lessee.
Section 4.02  Tax Covenants.

(a) Lessee covenants and agrees that it will (i) comply with all provisions of the Code and the Treasury Department regulations applicable to establishing and maintaining the excludability of the interest component of the Rental Payments from federal gross income pursuant to Section 163 of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy Internal Revenue Service ("IRS") guidelines for permitted management contracts, as the same may be amended from time to time; (iii) invest and reinvest moneys related to this Agreement from time to time in a manner that will not cause this Agreement to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; (iv) rebate an amount equal to excess earnings on invested proceeds of this Agreement to the federal government if required by, and in accordance with, Section 148(f) of the Code and make the determinations and maintain the records required by the Code; and (v) complete and timely file an IRS Form 8038-G with the IRS in accordance with Section 149(e) of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and reasonably acceptable to Lessee, that Lessor may not exclude the interest component of any Rental Payment from gross income for federal income tax purposes, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rental Payments due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after tax yield on the transaction evidenced by this Agreement (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding Payment Date an amount that will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this Section 4.02(b) shall be conclusive (absent manifest error).

ARTICLE V  INSURANCE

Section 5.01  Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during the Lease Term: (a) liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the use, operation, ownership, condition or maintenance of Equipment, with a coverage of not less than $300,000 per occurrence and $600,000 in the aggregate, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Purchase Price.

Section 5.02  Insurance Requirements. Lessee must maintain insurance through the South Carolina State Fiscal Accountability Authority (SCSFAA) of the types and in the amounts not less than those set forth in Section 5.01. Each casualty and property insurance policy shall name Lessor as lender loss payee. If Lessee does not maintain the required insurance, Lessor may obtain it and charge Lessee for it. Upon demand therefor from Lessor, Lessee agrees to immediately reimburse Lessor for all such costs and expenses of Lessor for obtaining such insurance.

ARTICLE VI  ADDITIONAL OBLIGATIONS

Section 6.01  Use and Maintenance of Equipment. Lessee shall, at its own expense, maintain the Equipment in good condition and proper working order, and shall make all necessary repairs and replacements to keep the Equipment in such condition. The Equipment will be used by Lessee only for the purpose of performing Lessee's essential governmental functions. Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any manufacturer's guidelines or in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall have sole responsibility to maintain and repair the Equipment. Lessee shall keep (or in the case of Equipment constituting motor vehicles, house) the Equipment at the address specified in the Equipment Schedule attached hereto; provided that Lessee may change the location at which any Equipment is kept (or housed) with thirty (30) days prior written notice to Lessor specifying the address of the new location. Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably
necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder. If Lessor reasonably determines that Lessee is not maintaining any of the Equipment in accordance with this Section 6.01, Lessor may (in addition to any other remedies it may have) require Lessee to enter into maintenance contracts for such Equipment in form approved by Lessor and with approved providers.

Section 6.02 Taxes. Lessee shall pay all taxes, assessments and other charges which are assessed or levied against the Equipment or any part thereof, during the Lease Term, whether assessed against Lessee or Lessor. With respect to any taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term.

Section 6.03 Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will adversely affect the originally intended value, function or use of the Equipment.

Section 6.04 Liens. Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any Lien with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such Lien if the same shall arise at any time.

Section 6.05 Financial Information. Lessee shall deliver to Lessor (i) its annual audited financial statements within 210 days after the end of each fiscal year, (ii) its annual budget for each fiscal year promptly following approval thereof, including written evidence that the Rental Payments for such fiscal year have been appropriated and (iii) such other financial statements and information relating to the ability of Lessee to satisfy its obligations under this Agreement as may be reasonably requested by Lessor from time to time.

Section 6.06 Advances. If Lessee shall fail to perform any of its obligations under Section 6.01, Section 6.02 or Section 6.04, or shall fail to maintain the insurance required by Article V, Lessor may (but shall not be required to) take such action to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the Default Rate (as defined herein), from the date of the advance to the date of repayment.

Section 6.07 Filing of Agreement. Lessee shall not file or submit, or permit the filing or submission, of all or any portion this Agreement, any document related to this Agreement, any default, event of acceleration, termination event, waiver, modification of terms or other similar events relating to this Agreement or any summary of the foregoing with the Municipal Securities Rulemaking Board ("MSRB") (or any successor to the MSRB or similar entity or service) unless such document or portion thereof has been provided to the Lessor in advance for review and redaction to the extent required by the Lessor and otherwise permitted under applicable MSRB rules or federal securities law, if any. Lessor is not responsible for the Lessee's or any other entity's compliance with any continuing disclosure obligations under any applicable securities law or related agreement or undertaking.

ARTICLE VII TITLE; SECURITY INTEREST; NO WARRANTIES BY LESSOR

Section 7.01 Title. During the Lease Term, legal title to all Equipment shall be in Lessee, subject to Lessor's interests under this Agreement. Upon the occurrence of an Event of Default or upon termination of this Agreement due to an Event of Nonappropriation, title shall immediately vest in Lessor, free and clear of any right, title or interest of Lessee.

Section 7.02 Security Interest. As security for Lessee's obligations to pay all Rental Payments and all other amounts due and payable and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) hereunder, Lessee hereby grants to Lessor a first priority, security interest in any and all of the Equipment (now existing or hereafter acquired), the escrow fund established under the Escrow Agreement and any and all proceeds of the foregoing. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

Section 7.03 Personal Property. The Equipment is and shall at all times be and remain personal property and not fixtures.

Internal
Section 7.04  **No Warranties.** Lessee acquires and leases the Equipment "AS IS." Lessee acknowledges that Lessor did not manufacture the Equipment. Lessor does not represent the manufacturer, supplier, owner or dealer, and Lessee selected the Equipment based upon Lessee's own judgment. Lessor makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose or otherwise or as to the Equipment's value, design, condition, use, capacity or durability. Lessee agrees that regardless of cause, Lessor is not responsible for, and Lessee will not make any claim against Lessor for, any damages, whether consequential, direct, special or indirect incurred by Lessee in connection with the Equipment. Neither the manufacturer, supplier or dealer nor any salesperson, employee or agent of the manufacturer, supplier or dealer is Lessor's agent or has any authority to speak for Lessor or to bind Lessor in any way. For and during the Lease Term, Lessor assigns to Lessee any manufacturer's or supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased in accordance with Lessee's specifications from suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or supplier's product warranties or guaranties, (d) no manufacturer or supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or supplier or any representative of said parties shall not be binding upon Lessor.

**ARTICLE VIII  RISK OF LOSS; CASUALTY**

Section 8.01  **Risk of Loss.** As between Lessee and Lessor, Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part for any reason whatsoever. No loss to the Equipment shall relieve Lessee from the obligation to make any Rental Payments or to perform any other obligation hereunder. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Article VIII.

Section 8.02  **Notice of Loss.** If a casualty occurs to the Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

Section 8.03  **Application of Proceeds.** If Lessor determines that any item of Equipment has suffered a casualty loss that is beyond repair, then Lessee shall either: (a) immediately replace such Equipment with similar equipment in good repair, condition and working order free and clear of any Liens and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment hereunder, or (b) on the next scheduled Payment Date, pay Lessor (i) all amounts owed by Lessee hereunder, including the Rental Payment due on such date, plus (ii) an amount equal to the applicable Purchase Price. If the net proceeds of any insurance are insufficient to pay in full the cost of any repair, restoration, modification or improvement of the Equipment, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of available insurance proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment. If Lessee makes any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefrom from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article II.

Section 8.04  **Claims and Expenses.** Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of this Agreement. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorneys' fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms hereof or which arise directly from the gross negligence or willful misconduct of Lessor.

**ARTICLE IX  ASSIGNMENT**

Section 9.01  **Assignment by Lessor.** Lessor may assign its rights, title and interest in and to this Agreement, the Equipment or the Escrow Agreement (including the escrow fund thereunder), and/or may grant or assign a security interest in this Agreement, the Equipment or any Escrow Agreement (including the escrow fund thereunder), in whole or in part, without obtaining the consent of Lessee, but no such assignment, transfer or conveyance shall be effective as against Lessee unless and until Lessor has delivered to Lessee written notice.
thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall
be made only to banks, insurance companies or other financial institutions or their affiliates. LESSEE AGREES
NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS,
RECOUPEMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSEOR. Lessee
shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section
149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

Section 9.02 Assignment and Subleasing by Lessee. Neither this Agreement nor the Equipment may
be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

ARTICLE X EVENTS OF DEFAULT; REMEDIES

Section 10.01 Events of Default. The occurrence of any of the following events shall constitute an Event
of Default hereunder:

(a) Lessee’s failure to pay any Rental Payment or other amount required to be paid to Lessor
hereunder within ten (10) days following the due date thereof, other than by reason of an Event of Nonappropriation;

(b) Lessee’s failure to maintain insurance as required herein;

(c) With the exception of the above clauses (a) or (b), Lessee’s failure to perform or abide by any
condition, agreement or covenant hereunder for a period of thirty (30) days after written notice by Lessor to Lessee
specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of
time prior to its expiration;

(d) Any statement, representation or warranty made by Lessee in this Agreement or in any writing
delivered by Lessee pursuant hereto or in connection herewith proves at any time to have been false, misleading
or erroneous in any material respect as of the time when made; or

(e) RESERVED;

(f) Lessee shall be in default under any other financing agreement executed at any time with Lessor
or any Lessor affiliate; or

(g) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator
of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability
generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have
an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in
bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage
of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any
bankruptcy, reorganization, moratorium or insolvency proceeding; or

(h) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a
petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets
of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall
continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02 Remedies on Default. Upon the occurrence of any Event of Default, Lessor shall have the
right, at its option and without any further demand or notice to one or more or all of the following remedies:

(a) Lessor, with or without terminating this Agreement, may declare all Rental Payments payable
hereunder to the end of the then-current fiscal year of Lessee to be immediately due and payable by Lessee,
whereupon such Rental Payments shall be immediately due and payable;

(b) Lessor may terminate this Agreement and by written notice to Lessee direct Lessee to deliver the
Equipment in the manner provided in Section 10.03. Lessor may thereafter dispose of the Equipment. If Lessor
terminates this Agreement and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such
disposition to pay the following items in the following order: (i) all costs and expenses (including, but not limited to,
attorneys’ fees) incurred in securing possession of the Equipment; (ii) all costs and expenses incurred in completing the disposition of the Equipment; (iii) any sales or transfer taxes incurred in the disposition of the Equipment; (iv) any Rental Payments payable hereunder to the end of the then-current fiscal year of Lessee; (v) the outstanding principal component of Rental Payments; and (vi) any other amounts then due hereunder. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii), (iv), (v) and (vi) have been met shall be paid to Lessee. No deficiency shall be allowed against Lessee, except with respect to any unpaid Rental Payments to the end of the then-current fiscal year of Lessee and unpaid costs and expenses incurred by Lessor in connection with the repossession and disposition of the Equipment;

(c) By written notice to the Escrow Agent, Lessor may direct the Escrow Agent to release any portion of the Funding Amount and any earnings thereon to Lessor, such sums to be credited to payment of Lessee’s obligations hereunder; and

(d) Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default.

Section 10.03 Return of Equipment; Release of Lessee’s Interest. Upon termination of this Agreement prior to the payment of all Rental Payments or the Purchase Price (whether as result of an Event of Nonappropriation or Event of Default), Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Section 6.01; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer’s representative or such other service person as is satisfactory to Lessor; and (c) return the Equipment to a location in the continental United States specified by Lessor, freight and insurance prepaid by Lessee. In addition, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee’s interest therein.

Section 10.04 Late Charge. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any Rental Payment or any other amount payable hereunder not paid on the date such payment is due at a rate equal to the interest rate set forth on the Payment Schedule, plus 5% per annum, or the maximum amount permitted by law, whichever is less (the “Default Rate”), from such date.

Section 10.05 No Remedy Exclusive. Each of the rights and remedies under this Agreement is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

Section 10.06 Costs and Attorneys’ Fees. Upon the occurrence of an Event of Default, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable hereunder, all of Lessor’s costs of collection, including reasonable attorneys’ fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid, and shall bear interest at the Default Rate. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys’ fees at trial and on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XI  MISCELLANEOUS PROVISIONS

Section 11.01 Notices. All notices, requests and other communications to either party hereunder shall be in writing and shall be given to such party at its address or telecopier number set forth on the signature pages hereof or such other address or telecopier number as such party may hereafter specify. Each such notice, request or other communication shall be effective (a) if given by certified mail, 72 hours after such communication is deposited with the United States Postal Service with first class postage prepaid, addressed as aforesaid or (b) if given by any other means, including e-mail or facsimile, when delivered at the address, email address or telecopier number specified on the signature pages hereto or to such other addresses or telecopier numbers as specified in writing by a party to the other party hereunder, as evidenced by a confirmation report.
Section 11.02 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to whom Lessor has assigned its right to receive Rental Payments hereunder.

Section 11.03 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Rules of Construction. Unless the context otherwise requires, (a) the singular of each term used in this Agreement includes the plural and the plural of each such term includes the singular, (b) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein), and shall include all exhibits, schedules, annexes and other attachments thereto, (c) the words "hereto," "herein," "hereof" and "hereunder," and words of similar import when used in this Agreement, shall be construed to refer to this Agreement in its entirety and not to any particular provision thereof, (d) any reference herein to any person shall be construed to include such person's successors and permitted assigns, (e) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (f) the terms "Article" and "Section" refer to an article or section of this Agreement and the terms "Exhibit" and "Schedule" refer to an exhibit or schedule to this Agreement, and (g) the symbol "$" refers to United States dollars or such coin or currency as at the time of payment is legal tender for the payment of public and private debts in the United States of America.

Section 11.05 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

Section 11.06 Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to perfect, confirm, establish, reestablish, continue or complete the interests of Lessor in this Agreement, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement.

Section 11.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 11.08 Waiver of Jury Trial. To the extent permitted by applicable law, Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.

Section 11.09 Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein, in no event shall this Agreement require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall first be applied to reduce principal, and when no principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the Lease Term so that the interest is uniform through such term.

Section 11.10 USA Patriot Act Compliance Notification. Lessor hereby notifies Lessee that pursuant to the requirements of the USA PATRIOT Act (the "Patriot Act"), it is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act. Lessee shall, promptly upon Lessor's request, provide all documentation and other information that Lessor requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

Section 11.11 Relationship of Parties. Lessee acknowledges and agrees that (i) this Agreement and the transactions related thereto is an arm's-length commercial transaction between Lessor and Lessee, (ii) in
connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, Lessor is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of Lessee, (ii) Lessor has not assumed an advisory or fiduciary responsibility in favor of Lessee with respect to the transactions contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether Lessor or any affiliate thereof has provided other services or is currently providing other services to Lessee on other matters) and Lessor has no obligation to Lessee with respect to the transactions contemplated hereby except the obligations expressly set forth in this Agreement, and (iv) Lessee has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

Section 11.12 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

Section 11.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.14 Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts”, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

[The remainder of this page is intentionally blank. Signature page follows.]
IN WITNESS WHEREOF, Lessor and Lessee hereto have caused this Lease Purchase Agreement to be executed and delivered, all as of the date first above written.

CITY OF CHARLESTON, SOUTH CAROLINA
Lessee

By: __________________________
Name: Amy K. Wharton
Title: Chief Financial Officer
Address:
116 Meeting Street
Charleston, SC 29401

TD EQUIPMENT FINANCE, INC.
Lessor

By: __________________________
Name: _________________________
Title: __________________________
Address:
2059 Springdale Road
Cherry Hill, NJ 08003

[Signature Page to Lease Purchase Agreement]
Equipment Schedule

1. **Equipment Description:** The Equipment consists of the following:
   - Various Vehicles and Associated Collateral
   - Various Maintenance Equipment and Associated Collateral
   - IT Equipment to include: PC, Laptop and Tablet Replacement, Mobile Data Terminals for Police

   Total: $4,740,470.00

   *All proceeds will be transferred into a designated “Purchase Fund” and detailed collateral descriptions will be included with every escrow requisition prior to each vendor payment disbursement*

2. **Equipment Location:** The Equipment is or will be located at:
   - Various locations throughout the City of Charleston, with the principal garaged location for the Equipment being set forth on the Acceptance Certificate for each such item of Equipment.
Form of

LESSEE RESOLUTION / ORDINANCE

A RESOLUTION / ORDINANCE OF CITY OF CHARLESTON, SOUTH CAROLINA AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THERETO; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Charleston, South Carolina, a body politic and corporate duly organized and existing as a political subdivision of the State of South Carolina ("Lessee"), is authorized by the laws of the State of South Carolina to purchase, acquire and lease personal property for the benefit of Lessee and to enter into contracts with respect thereto; and

WHEREAS, Lessee desires to purchase, acquire, finance and lease certain equipment with a cost not to exceed $4,740,470.00 constituting personal property necessary for Lessee to perform essential governmental functions (the "Equipment"); and

WHEREAS, Lessee proposes to enter into that certain Lease Purchase Agreement (the "Agreement"), with TD Equipment Finance, Inc. ("Lessor"), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the funds made available by Lessor under the Agreement will be deposited pursuant to the terms of that certain Escrow Agreement, among Lessee, the Lessor and TD Bank, N.A. (the "Escrow Agreement"; and together with the Agreement, the "Financing Documents") and will be applied to the acquisition of the Equipment in accordance with said Escrow Agreement; and

WHEREAS, the Equipment is essential for Lessee to perform its governmental functions; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, the governing body of Lessee deems it for the benefit of Lessee and for the efficient and effective administration thereof to enter into the Financing Documents and any other documentation necessary, convenient or appropriate for the purpose of the financing the Equipment on the terms and conditions described therein;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE, that Lessee is hereby authorized to execute and deliver the Agreement with principal components of rental payments in an aggregate amount not to exceed $4,740,470.00.

BE IT FURTHER RESOLVED, that the Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Chief Financial Officer of Lessee and any other officer of Lessee with the power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents and any and all instruments, documents and certificates which may be required by or provided for in the Financing Documents or as may otherwise be required for or necessary, convenient or appropriate to the financing described in this resolution together with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The Chief Financial Officer of Lessee and any other officer of Lessee with the power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Financing Documents and attest the same.

BE IT FURTHER RESOLVED, that the proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other
documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

BE IT FURTHER RESOLVED, that nothing contained in this resolution, the Agreement nor any other instrument shall be construed with respect to Lessee as incurring a pecuniary liability or charge upon the general credit of Lessee or against its taxing power, nor shall the breach of any agreement contained in this resolution, the Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Agreement are special limited obligations of Lessee as provided in the Agreement.

BE IT FURTHER RESOLVED, that if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

Adopted and approved by the governing body of Lessee this ________ day of 20__.

CITY OF CHARLESTON, SOUTH CAROLINA

By: ____________________________
Name: __________________________
Title: __________________________
Form of

INCUMBENCY CERTIFICATE

The undersigned representative of the City of Charleston, South Carolina ("Lessee") certifies as follows:

1. The individuals identified below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names.

2. The individuals identified below have the authority on behalf of Lessee to enter into that certain Lease Purchase Agreement, dated as of April 1, 2021 (the "Agreement") between such entity and TD Equipment Finance, Inc., and the documents, instruments and certificates contemplated therein.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amy K. Wharton</td>
<td>Chief Financial Officer</td>
<td></td>
</tr>
<tr>
<td>Matthew Frohlich</td>
<td>Deputy Chief Financial Officer</td>
<td></td>
</tr>
</tbody>
</table>

3. Attached hereto as Exhibit A is a true and accurate copy of the resolution of Lessee dated as of __________, 20______, approving the acquisition and financing of the property as described in the Agreement. The resolution is in full force and effect, have not been in any respect modified, revoked or rescinded and reflect all action taken by Lessee in connection with the approval of the financing contemplated by the Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of __________, 20__.  

Witnessed By:

By:__________________________________  
Name: Joanne Szczymski  
Title: Finance Director
EXHIBIT C

Form of

OPINION OF COUNSEL TO LESSEE
[Place on Letterhead of Counsel to Lessee]

April 1, 2021

TD Equipment Finance, Inc.
2059 Springdale Road
Cherry Hill, NJ 08003

Re: Lease Purchase Agreement, dated as of April 1, 2021, between TD Equipment Finance, Inc. and the City of Charleston, South Carolina

Ladies and Gentlemen:

[If We] have acted as counsel to the City of Charleston, South Carolina ("Lessee") in connection with the above-referenced transaction. In such capacity, [If We] have reviewed (a) an executed counterpart of that certain Lease Purchase Agreement, dated as of April 1, 2021 (the "Agreement"), by and between TD Equipment Finance, Inc. ("Lessor") and Lessee, which, among other things, provides for the lease of certain property described therein (the "Equipment"), (b) an executed counterpart of that certain Escrow Agreement dated April 1, 2021 (the "Escrow Agreement" and, together with the Agreement, the "Financing Documents"), among Lessor, Lessee, and TD Bank, N.A., as escrow agent, (c) an ordinance(s) or resolution(s) of the governing body of Lessee which, among other things, authorize(s) Lessee to execute the Financing Documents and (d) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. Terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Agreement. Based upon foregoing, it is [my] opinion that:

1. Lessee is a political subdivision of the State of South Carolina (the "State") within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Financing Documents and to perform its obligations thereunder.

3. Each of the Financing Documents has been duly authorized, executed and delivered by and on behalf of Lessee, and is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors’ rights generally and by general equitable principles.

4. The authorization and execution of the Financing Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State.

5. The execution of the Agreement and the appropriation of moneys to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Financing Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment or other collateral thereunder.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Agreement.

Very truly yours,
Form of

ACCEPTANCE CERTIFICATE

TD Equipment Finance, Inc.
2059 Springdale Road
Cherry Hill, NJ 08003

Re: Lease Purchase Agreement dated as of April 1, 2021 (the “Agreement”) between TD Equipment Finance, Inc. and the City of Charleston, South Carolina (“Lessee”)

Ladies and Gentlemen:

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Lessee and, with respect to the above-referenced Agreement, that:

1. The Equipment subject to the Agreement has been delivered and installed, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date hereof.

2. Attached hereto are true and correct copies of the manufacturers’ and dealers’ invoices for the Equipment.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current fiscal year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current fiscal year.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists on the date hereof.

Date: _____________________________

CITY OF CHARLESON, SOUTH CAROLINA,
Lessee

By: ________________________________
Name: Amy K. Wharton
Title: Chief Financial Officer
**Form 8038-G**  
Information Return for Tax-Exempt Governmental Bonds  
➤ Under Internal Revenue Code section 149(e)  
➤ See separate instructions.  
➤ Go to www.irs.gov/F8038G for instructions and the latest information.

### Part I  Reporting Authority

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1</td>
<td>Issuer’s name</td>
</tr>
<tr>
<td>2</td>
<td>Issuer’s employer identification number (EIN)</td>
</tr>
<tr>
<td>3a</td>
<td>Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)</td>
</tr>
<tr>
<td>3b</td>
<td>Telephone number of other person shown on 3a</td>
</tr>
<tr>
<td>4</td>
<td>Number and street (or P.O. box if mail is not delivered to street address)</td>
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<tr>
<td></td>
<td>Room/suite</td>
</tr>
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<td>5</td>
<td>Report number (For IRS Use Only)</td>
</tr>
<tr>
<td>6</td>
<td>City, town, or post office, state, and ZIP code</td>
</tr>
<tr>
<td>7</td>
<td>Date of issue</td>
</tr>
<tr>
<td>8</td>
<td>Name of issue</td>
</tr>
<tr>
<td>9</td>
<td>CUSIP number</td>
</tr>
<tr>
<td>10a</td>
<td>Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)</td>
</tr>
<tr>
<td>10b</td>
<td>Telephone number of officer or other employee shown on 10a</td>
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</tbody>
</table>

### Part II  Type of Issue (enter the issue price). See the instructions and attach schedule.

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>11</td>
<td>Education</td>
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<tr>
<td>12</td>
<td>Health and hospital</td>
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<tr>
<td>13</td>
<td>Transportation</td>
</tr>
<tr>
<td>14</td>
<td>Public safety</td>
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<tr>
<td>15</td>
<td>Environment (including sewage bonds)</td>
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<tr>
<td>16</td>
<td>Housing</td>
</tr>
<tr>
<td>17</td>
<td>Utilities</td>
</tr>
<tr>
<td>18</td>
<td>Other, Describe ➤</td>
</tr>
<tr>
<td>19a</td>
<td>If bonds are TANs or RANs, check only box 19a ➤</td>
</tr>
<tr>
<td>19b</td>
<td>If bonds are BANs, check only box 19b ➤</td>
</tr>
<tr>
<td>20</td>
<td>If bonds are in the form of a lease or installment sale, check box ➤</td>
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</tbody>
</table>

### Part III  Description of Bonds. Complete for the entire issue for which this form is being filed.

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<tbody>
<tr>
<td>21</td>
<td>Final maturity date</td>
<td>(b) Issue price</td>
<td>(c) Stated redemption price at maturity</td>
<td>(d) Weighted average maturity</td>
</tr>
<tr>
<td>22</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>23</td>
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<td>28</td>
<td></td>
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<tr>
<td>29</td>
<td>Total (add lines 24 through 28)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>30</td>
<td>Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)</td>
<td></td>
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</tbody>
</table>

### Part IV  Uses of Proceeds of Bond Issue (including underwriters’ discount)

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<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>22</td>
<td>Proceeds used for accrued interest</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Issue price of entire issue (enter amount from line 21, column (b))</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Proceeds used for bond issuance costs (including underwriters’ discount)</td>
<td></td>
<td>24</td>
<td>0</td>
</tr>
<tr>
<td>25</td>
<td>Proceeds used for credit enhancement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Proceeds allocated to reasonably required reserve or replacement fund</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>27</td>
<td>Proceeds used to refund prior tax-exempt bonds. Complete Part V</td>
<td></td>
<td>27</td>
<td></td>
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<tr>
<td>28</td>
<td>Proceeds used to refund prior taxable bonds. Complete Part V</td>
<td></td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Total (add lines 24 through 28)</td>
<td></td>
<td></td>
<td>29</td>
</tr>
<tr>
<td>30</td>
<td>Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)</td>
<td></td>
<td></td>
<td>30</td>
</tr>
</tbody>
</table>

### Part V  Description of Refunded Bonds. Complete this part only for refunding bonds.

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Enter the remaining weighted average maturity of the taxable bonds to be refunded</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Paperwork Reduction Act Notice, see separate instructions.
Part VI

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) ................................................. 35

36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions ................................................. 36a

   b Enter the final maturity date of the GIC (MM/DD/YYYY) .................................................

   c Enter the name of the GIC provider ▶

37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units ................................................. 37

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ □ and enter the following information:

   b Enter the date of the master pool bond (MM/DD/YYYY) .................................................

   c Enter the EIN of the issuer of the master pool bond ▶

   d Enter the name of the issuer of the master pool bond ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(iii) (small issuer exception), check box ▶ □

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ □

41a If the issuer has identified a hedge, check here ▶ □ and enter the following information:

   b Name of hedge provider ▶

   c Type of hedge ▶

   d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ □

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ □

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ □

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ □ and enter the amount of reimbursement .................................................

   b Enter the date the official intent was adopted (MM/DD/YYYY) .................................................

Signature and Consent

Signature of issuer’s authorized representative ▶ Date ▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer’s name ▶ Preparer’s signature ▶ Date ▶ Check □ if self-employed ▶ PTIN ▶

Firm’s name ▶

Firm’s address ▶

Firm’s EIN ▶

Phone no.
Schedule #: 40165638 – 4 yr.

Attached to and forming a part of the Lease Purchase Agreement dated as of April 1, 2021 ("Lease") by and between the City of Charleston, South Carolina ("Lessee") and TD Equipment Finance, Inc. ("Lessor"): 

Notwithstanding any language in the lease to the contrary, it is agreed that title to the vehicle(s) will be in the name of the Lessee.

Please note; within 60 days of the acquisition of each vehicle under the Lease between the City of Charleston, South Carolina and TD Equipment Finance, Inc., ALL vehicles must be titled listing TD Equipment Finance, Inc. as first Lienholder.

Lessor recommends Lessee process titling applications electronically with appropriate Department of Motor Vehicle (DMV) to facilitate compliance with the 60-day requirement noted above. If electronic filing is unavailable, and the DMV office is not processing paper titles during the COVID-19 shut down, Lessee shall provide Lessor proper title, showing TD Equipment Finance, Inc., as first lienholder, within 60 days of the DMV resuming business as usual.

Failure to comply will be an Event of Default under the Lease between the parties. Please send us a copy of the title application and lienholder paperwork as soon as it is available.

All other terms and conditions of the Lease remain unchanged and in full force and effect and are hereby ratified.

LESSEE:
CITY OF CHARLESTON, SOUTH CAROLINA

By: __________________________
Name: Amy K. Wharton
Title: Chief Financial Officer

LESSOR:
TD EQUIPMENT FINANCE, INC.

By: __________________________
Name: __________________________
Title: __________________________

For SC dealers. Please use SC ELT – 34125651

***PLEASE NOTE***

IF THE NOTICES OF LIEN/TITLES ARE NOT RECEIVED WITHIN THE ALLOCATED 60 DAY TIME FRAME, A FEE IN THE AMOUNT OF $150.00 PER TITLE WILL BE CHARGED BY TD EQUIPMENT FINANCE, INC. TO RECORD THE LIEN ON YOUR BEHALF.
DEALER/VENDOR TITLING INSTRUCTIONS

Dealer Name: TBD
Lessee Name: City of Charleston, SC

Vehicle: TBD
VIN: TBD

Titling Instructions:

Owner: City of Charleston, SC

1st Lienholder: TD Equipment Finance, Inc.

Send Original Title to: TD Equipment Finance, Inc.
Attn: Loriann Laquitaara, AIM: NJ5-001-151
2059 Springdale Road
Cherry Hill, NJ 08003

Please contact Loriann Laquitaara at 856-685-5259 or email loriann.laquitaara@td.com if you have any questions regarding the titling of the above-named vehicle(s).

NJ Corp. Code – 866313347080030    AZ ELT - 010381697
PA ELT – 52230435101             MA ELT – C28701
NY ELT – 67171                  LA ELT - ECTN
VA ELT – EFL05                 GA ELT - 001115109498
NC ELT – 32267380              MD ELT - 0734
FL ELT – 234248473             SC ELT - 34125651

Internal
INSURANCE AUTHORIZATION

***Please be advised that we are unable to release any funds to you or your vendor(s) unless we have a valid Certificate of Insurance. Please contact your agent and have them forward a Certificate to our office immediately. If you have any questions, please call me at (856) 685-5259.

To Whom It May Concern:
This is to advise you that ________________________________________________

SC State Fiscal Accountability Authority, Insurance Reserve Fund, PO Box 11066,
Columbia SC 29201, is my authorized agent.

Please contact your agent and ask them to provide a Certificate of Insurance showing the coverage provided, the expiration date, policy number and the equipment covered.

Our insurance requirements are as follows:

I. INSURED:
   TD Equipment Finance, Inc., its successors and assigns ("Lessor")
   2059 Springdale Road
   Cherry Hill, NJ 08003
   Phone: (856) 685-5259
   Fax: (856) 533-1022

Required:
I. VEHICLES LICENSED FOR USE ON PUBLIC ROADWAYS:
   a. Automobile Liability Insurance
      i. Lessor will not be named Additional Insured (per award) as their interests may appear.
         $600,000.00 Auto Liability is required.
      i. Lessor must be named as Loss Payee. The insurance is required in an amount equal to your
         equipment cost of $4,740,470.00 or actual cash value, whichever is the greater.

II. EQUIPMENT:
   a. General Liability Insurance
      i. Lessor will not be named Additional Insured (per award) as their interests may appear.
         $600,000.00 General Liability is required.
   b. Property / Physical Damage Insurance:
      i. Lessor must be named as Lender's Loss Payee. The insurance is required in an amount equal to
         your equipment cost of $4,740,470.00 or replacement cost value, whichever is the greater.

III. IF A DEDUCTIBLE OR RETENTION IS APPLICABLE, IT MUST BE INCLUDED ON THE CERTIFICATE.

IV. NOTICE OF CANCELLATION:
   a. 30-Days Notice of Cancellation is required.

V. DESCRIPTION OF EQUIPMENT:
   a. A Description of Equipment Covered must be provided on the Certificate or please reference Lease
      #40166538 - Attach a copy of the Schedule A, if applicable.

By signing below, we signify that we have contacted our insurance agent and will provide the above coverage and evidence of same will be forwarded to you immediately.

LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA

By: ________________________________

Name: Amy K. Wharton

Title: Chief Financial Officer
ESCROW AGREEMENT

This Escrow Agreement (this "Escrow Agreement") is made and entered into as of April 1, 2021 by and among TD BANK, N.A., a national banking association organized and existing under the laws of the United States of America ("Escrow Agent"), TD EQUIPMENT FINANCE, INC., a Maine corporation, as lessor ("Lessor"), and CITY OF CHARLESTON, SOUTH CAROLINA a political subdivision of the State of South Carolina as lessee ("Lessee"). Capitalized terms in this Escrow Agreement but not defined herein shall have the meanings given to them in the Lease (as defined herein).

RECITALS

1. Pursuant to a Lease Purchase Agreement, dated as of April 1, 2021 (the "Lease"), between Lessor and Lessee, Lessee will lease from Lessor certain personal property described therein (the "Equipment") on the terms and conditions set forth therein.

2. Lessor is required to deposit or cause to be deposited with Escrow Agent the sum of $4,740,470.00 (the "Funding Amount"), for credit to the Escrow Fund established hereunder which Funding Amount will be used to pay all or a portion of the costs of the Equipment.

3. Lessor and Lessee desire to engage Escrow Agent to receive, hold and disburse the Funding Amount as provided herein.

The parties hereto agree as follows:

ARTICLE 1: PURCHASE FUND.

Section 1.01. Escrow Agent shall (i) establish a special escrow fund designated as the Lease #40165638 4 year lease, Escrow Fund" (the "Escrow Fund"), (ii) keep the Escrow Fund separate and apart from all other funds and moneys held by it and (iii) administer the Escrow Fund as provided in this Escrow Agreement.

Section 1.02. All moneys deposited with Escrow Agent by Lessor pursuant to the Lease shall be credited to the Escrow Fund. Upon receipt of a fully completed Payment Request Form in the form attached hereto as Exhibit A, executed by Lessor and Lessee, together with all supporting documents described therein, Escrow Agent shall disburse the amount requested therein directly to the person(s) or entity(ies) specified therein.

Section 1.03. On April 1, 2023 (as such date may be amended from time to time pursuant to Section 6.08 hereof, the "Escrow End Date") Escrow Agent shall pay to Lessor an amount equal to the entire remaining balance on deposit in the Escrow Fund including interest earnings contained therein, if any, less the amount equal to the amount for which Escrow Agent has received a fully and properly completed Payment Request Form which has not been disbursed on or before the Escrow End Date. The amount paid to Lessor, pursuant to this Section, shall be applied to any prepayment amount pursuant to the terms of the Lease, the Rental Payments and any other amounts due under the Lease, all as determined by Lessor. Upon payment as described in the preceding sentence, Lessor shall prepare a revised amortization schedule (which shall be effective without the consent of Lessee) reflecting such prepayment.

Section 1.04. Upon receipt of written notice from Lessor that an Event of Default has occurred and is continuing under the Lease, Escrow Agent shall transfer all other moneys held in the Escrow Fund to Lessor.

Section 1.05. Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Escrow Fund, and the disbursement thereof in accordance with this Agreement, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of
amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Escrow Fund to make the payments herein required.

**ARTICLE 2: MONEYS IN ESCROW FUND; INVESTMENT.**

Section 2.01. The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor, other than Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by Escrow Agent therefrom. Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of the security interest granted by Lessee to Lessor under the pursuant to the Lease and shall note, or cause to be noted, on all books and records relating to the Escrow Fund, Lessor’s security interest thereon.

Section 2.02. Moneys in the Escrow Fund shall be held invested in the Goldman Sachs Financial Square Government Fund Service Shares or any other fund Escrow Agent customary utilizes in their normal course of business.

**ARTICLE 3: ESCROW AGENT'S AUTHORITY; INDEMNIFICATION.**

Section 3.01. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same, and its duties hereunder shall be limited to those specifically provided herein.

Section 3.02. Unless Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee and Lessor jointly and severally hereby agree to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other reasonable expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement. Escrow Agent shall be vested with a lien on all property deposited hereunder for such indemnification and for its reasonable attorneys’ fees, court costs, for any suit, interpleader or otherwise, or any other reasonable expenses, fees or charges of any character or nature, which may be incurred by Escrow Agent by reason of disputes arising among Lessee and Lessor as to the correct interpretation of the Lease or this Escrow Agreement and instructions given to Escrow Agent hereunder, or otherwise, with the right of Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid.

Section 3.03. If Lessee or Lessor shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee for all reasonable costs, including reasonable attorneys’ fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 3.04. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or misconduct.
ARTICLE 4: ESCROW AGENT’S COMPENSATION.

Section 4.01. Lessor hereby agrees to pay Escrow Agent $1,500.00 as annual compensation for the services to be rendered hereunder, and will pay and/or reimburse Escrow Agent upon request for all reasonable expenses, disbursements and advances, including reasonable attorneys’ fees, incurred or made by it in connection with carrying out its duties hereunder. Escrow Agent’s fee shall be payable upon execution of this Escrow Agreement.

ARTICLE 5: CHANGE OF ESCROW AGENT.

Section 5.01. A national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Escrow Agreement upon agreement of Lessor and Lessee. Upon any such substitution, Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Escrow Agreement and transfer the money in the Escrow Fund.

Section 5.02. Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor.

Section 5.03. Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to Escrow Agent under this Escrow Agreement, and to hold title to property or take any other action which may be desirable or necessary.

ARTICLE 6: ADMINISTRATIVE PROVISIONS.

Section 6.01. Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of any of them, at any time during regular business hours. Escrow Agent shall provide such records to Escrow Agent and Lessee upon request and shall maintain a copy of such records for six years after the final disbursement from the Escrow Fund.

Section 6.02. All written notices to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth in the Lease and to Escrow Agent at 2059 Springdale Road, Cherry Hill, New Jersey 08003, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered form, with postage fully prepaid.

Section 6.03. This Escrow Agreement, together with Exhibits and Attachments hereto, constitutes the entire agreement of the parties relative to the Escrow Fund. This Escrow Agreement shall be construed and governed in accordance with the laws of the State.

Section 6.04. Any provisions of this Escrow Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition and shall not invalidate the remainder of this Escrow Agreement or the Lease.

Section 6.05. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 6.06. This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
Section 6.07. This Escrow Agreement shall terminate upon disbursement by Escrow Agent of all moneys held by it hereunder.

Section 6.08. The terms of this Escrow Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

[signatures on following page]
IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first written above.

TD EQUIPMENT FINANCE, INC., Lessor

By: 
Name: ________________________________
Title: ________________________________

Address: 2059 Springdale Road
          Cherry Hill, NJ 08003
Telephone: (856) 685-5227
Fax: (856) 533-1022

TD BANK, N.A., Escrow Agent

By: 
Name: Betsy Smith
Title: Vice President

Address: 2059 Springdale Road
          Cherry Hill, NJ 08003
Telephone: (856) 685-5141
Fax: (856) 685-5267

CITY OF CHARLESTON, SOUTH CAROLINA, Lessee

By: 
Name: Amy K. Wharton
Title: Chief Financial Officer

Address: 116 Meeting St.
          Charleston, SC 29401
Telephone: 843-724-3710

[Signature Page to Escrow Agreement]
EXHIBIT A
TO ESCROW AGREEMENT

Lease #: 40165638 (4yr) Escrow Account #: TBD

Form of
Payment Request No. _____

TD Bank, N.A., Escrow Agent under an Escrow Agreement dated as of April 1, 2021 (the "Escrow Agreement"), by and among the said Escrow Agent, TD Equipment Finance, Inc. ("Lessor"), and City of Charleston, South Carolina, as lessee ("Lessee") is hereby requested to pay, from the Escrow Fund held under said Escrow Agreement, to the persons, firms or corporations designated below as payee, the amount set forth opposite each such name, in payment of the costs of the Equipment (as defined in said Escrow Agreement) designated opposite such payee’s name and account and described on the attached page(s). The Equipment comprises a portion of the Equipment described in Lease (as defined in the Escrow Agreement).

<table>
<thead>
<tr>
<th>Payee/Address</th>
<th>Amount</th>
<th>Invoice No.</th>
<th>Equipment</th>
</tr>
</thead>
</table>

Total: $__________

The undersigned hereby certifies that attached hereto is a duplicate original or certified copy of the following documents relating to the order, delivery and acceptance of the Equipment described in this Payment Request Form: (1) a Vendor’s payment requisition and (2) Lessee’s acceptance certificate relating to the Equipment in the form prescribed by the Lease; provided that if the payment is a progress payment no separate acceptance certificate shall be required.

Dated__________, _____

Received and Approved:

CITY OF CHARLESTON, SOUTH CAROLINA

TD EQUIPMENT FINANCE, INC.,

By: _____________________________
Name: ___________________________
Title: ___________________________

By: _____________________________
Name: ___________________________
Title: ___________________________
MONEY MARKET DISCLOSURE AND AUTHORIZATION

GOLDMAN SACHS FINANCIAL SQUARE GOVERNMENT FUND

SERVICE SHARES

CUSIP# 38141W257  FUND# 467

Client: CITY OF CHARLESTON, SOUTH CAROLINA

Issue: Lease # 40165638

DISCLOSURE

Goldman Sachs Financial Square Government Fund Service Shares (the “Fund”) is an open-end management investment company registered under the Investment Company Act of 1940. The Fund is not sponsored by TD Bank, National Association, or any of its affiliates. The Fund is not endorsed or guaranteed by, and does not constitute obligations of TD Bank, National Association or its affiliates and are not considered insured deposits by the FDIC. The Fund is distributed and advised by Goldman, Sachs & Co., New York, New York. The advisor reimburses TD Bank, National Association for its administrative services rendered to the Fund at a maximum annual rate of 0.58 of 1% of TD Bank’s aggregate average daily net assets in the Fund.

AUTHORIZATION

With respect to the above referenced Issue of the Client, TD Bank, National Association is hereby authorized and directed to invest trust account cash balances pending investment or distribution in Goldman Sachs Financial Square Government Fund Service Shares. We hereby acknowledge the prospectus for the Fund.

CLIENT
CITY OF CHARLESTON, SOUTH CAROLINA

Amy K. Wharton, Chief Financial Officer  DATE: ____________, 2021
Lease Purchase Agreement
PAYMENT PROCEEDS AUTHORIZATION

Lease Purchase Agreement #: 40165638 (4 year)

Proceeds of funds are to be disbursed as follows:

TD Wealth Management $4,740,470.00

Total $4,740,470.00

Acknowledged and Agreed to:

LESSEE:
CITY OF CHARLESTON, SOUTH CAROLINA

By:
Name: Amy K. Wharton
Title: Chief Financial Officer
APPROPRIATION CERTIFICATE

TD Equipment Finance, Inc., as Lessor
2059 Springdale Road
Cherry Hill, NJ 08003

Re: Lease Purchase Agreement, dated as of April 1, 2021 (the "Agreement"), by and between
TD Equipment Finance, Inc., as Lessor and City of Charleston, South Carolina, as Lessee

To Whom it May Concern:

The undersigned Lessee hereby certifies that all Rental Payments (in the amount of
$601,660.80 due under the Agreement, for the Lessee's fiscal year ending December 31, 2021 are
within the Lessee's operating budget or budgets for such period, and an appropriation of funds for
such year has been made for such purpose and is available therefor.

LESSEE:
CITY OF CHARLESTON, SOUTH CAROLINA

By: ____________________________

Name: Amy K. Wharton

Title: Chief Financial Officer
UPS CampusShip: View/Print Label

1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.

2. Fold the printed label at the solid line below. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. GETTING YOUR SHIPMENT TO UPS

Customers with a Daily Pickup
Your driver will pickup your shipment(s) as usual.

Customers without a Daily Pickup
Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
Hand the package to any UPS driver in your area.

UPS Access Point™
THE UPS STORE
168 BARGALAY SHOPPING CTR
CHERRY HILL, NJ 08034

UPS Access Point™
THE UPS STORE
10 WILLOW RD
MAPLE SHADE, NJ 08052

UPS Access Point™
ADVANCE AUTO PARTS STORE 8717
749 ROUTE 70 W
MARLTON, NJ 08053

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Amy Wharton
SUBJECT: WORKERS COMPENSATION EXCESS INSURANCE
REQUEST: APPROVAL OF RENEWAL WITH SAFETY NATIONAL

COMMITTEE OF COUNCIL: Ways & Means      DATE: March 9, 2021

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

<table>
<thead>
<tr>
<th>Corporation Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

If yes, provide the following:
Dept./Div BFRC/Safety Account #: 181000-61250
Balance in Account 450,000 Amount needed for this item $409,142

NEED: Identify any critical time constraint(s).

CFO's Signature: __________________________

FISCAL IMPACT:

This renews our workers compensation excess insurance policy. The term of the policy is April 1, 2021 to April 1, 2022.

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.
Insurance Proposal
Prepared For
City of Charleston
Excess Workers Compensation

Effective: 4/1/2021 - 4/1/2022
Presented: February 9, 2021
Below is a summary of markets that we approached on your behalf:

<table>
<thead>
<tr>
<th>Carrier</th>
<th>Lines of Business</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excess Workers Compensation</td>
<td>Safety National</td>
<td>Incumbent; quoted SIR's $1,000,000 and $1,250,000, with the option of an additional annual aggregate deductible of $250,000, which may be satisfied by one or several occurrences.</td>
</tr>
<tr>
<td>Midwest Employers</td>
<td></td>
<td>Provided indication of $310,000 - $330,000 for SIR of $1,500,000 (applies per person for group transportation exposures); $2,000,000 aggregate vs. Safety's $3,000,000.</td>
</tr>
</tbody>
</table>

**Financial Summary and Payment Terms**

<table>
<thead>
<tr>
<th>Effective Dates</th>
<th>Coverage</th>
<th>Carrier</th>
<th>Deposit Premium</th>
<th>Commission</th>
<th>Payment Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/1/2021-2022</td>
<td>Excess Workers Compensation</td>
<td>Safety National</td>
<td>Option 1: $409,142</td>
<td>0%</td>
<td>Agency Bill; Annual</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Option 2: $362,649</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Option 3: $383,334</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Option 4: $347,771</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

These quotes are valid until March 31, 2021, after which insurers may withdraw or vary it.

We have included the carrier quotations in the Appendix.

Please review this proposal and advise of any changes or questions you may have. To request the binding of coverage, please sign the order to bind request form included in this proposal and return or contact me by phone or e-mail.

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# Renewal Comparison

<table>
<thead>
<tr>
<th>Term</th>
<th>Expiring</th>
<th>Renewal</th>
<th>Change</th>
<th>Option 2</th>
<th>Option 3</th>
<th>Option 4</th>
</tr>
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<tbody>
<tr>
<td>Carrier</td>
<td>Safety</td>
<td>Safety</td>
<td>N/A</td>
<td>Safety</td>
<td>Safety</td>
<td>Safety</td>
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<tr>
<td>Policy Term</td>
<td>One Year</td>
<td>One Year</td>
<td>N/A</td>
<td>One Year</td>
<td>One Year</td>
<td>One Year</td>
</tr>
<tr>
<td>Self-Insured Retention</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>0.00%</td>
<td>$1,250,000</td>
<td>$1,000,000</td>
<td>$1,250,000</td>
</tr>
<tr>
<td>Annual Aggregate</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>$250,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>Deductible</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aggregate Excess</td>
<td>$3,000,000</td>
<td>$3,000,000</td>
<td>0.00%</td>
<td>$3,000,000</td>
<td>$3,000,000</td>
<td>$3,000,000</td>
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<tr>
<td>Limit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loss Limit</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>0.00%</td>
<td>$1,250,000</td>
<td>$1,000,000</td>
<td>$1,250,000</td>
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<tr>
<td>Loss Fund Rate</td>
<td>$7.00</td>
<td>$6.50</td>
<td>-7.14%</td>
<td>$6.75</td>
<td>$6.50</td>
<td>$6.75</td>
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<tr>
<td>Estimated Loss Fund</td>
<td>$7,119,769</td>
<td>$6,044,145</td>
<td>-15.11%</td>
<td>$5,276,612</td>
<td>$6,044,145</td>
<td>$6,276,612</td>
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<tr>
<td>Minimum Loss Fund</td>
<td>$6,906,176</td>
<td>$5,741,938</td>
<td>-16.86%</td>
<td>$5,962,781</td>
<td>$5,741,938</td>
<td>$5,962,781</td>
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<tr>
<td>Payroll</td>
<td>$101,710,979</td>
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<td>$62,986,850</td>
<td>$92,986,850</td>
<td>$62,986,850</td>
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<td>Premium Rate</td>
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<td>$0.423</td>
<td>$0.374</td>
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<td>Deposit Premium</td>
<td>$417,015</td>
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<td>-1.89%</td>
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<td>$347,771</td>
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<tr>
<td>Minimum Premium</td>
<td>$396,164</td>
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<td>-1.89%</td>
<td>$344,517</td>
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<td>Savings Over</td>
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<td>N/A</td>
<td>N/A</td>
<td>-$46,493</td>
<td>-$16,808</td>
<td>-$61,371</td>
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<td>Expiring Option</td>
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<tr>
<td>Commission</td>
<td>0%</td>
<td>0%</td>
<td>0.00%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>
## Coverage Summary

### Excess Workers Compensation

| Carrier: | Safety National Casualty Corporation |
| AM Best Rating | A+ XV |
| Effective Date: | 01/01/2021 at 12:01am standard time |
| Expiration Date: | 01/01/2022 at 12:01am standard time |
| Audit Basis: | Annual - Voluntary |
| Coverage: | Excess coverage for injury to South Carolina Employees, subject to terms, conditions and exclusions of the policy |

### Limits

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employers Liability Limit by Accident - Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Employers Liability Limit by Disease - Policy Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Employers Liability Limit by Disease - Each Employee</td>
<td>$1,000,000</td>
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<tr>
<td>Workers Comp Limit - Each Accident/Each Employee for Disease</td>
<td>Statutory</td>
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### Specific Insurance

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
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</thead>
<tbody>
<tr>
<td>Self-Insured Retention: Each Occurrence</td>
<td>$1,000,000; option for $1,250,000</td>
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</tbody>
</table>

### Aggregate Excess Insurance

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
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</thead>
<tbody>
<tr>
<td>Aggregate Excess Limit</td>
<td>$3,000,000</td>
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</tbody>
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### Optional Annual Aggregate Deductible

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>One-Time Annual Deductible (may be satisfied by loss stemming from one or several occurrences)</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

### Terms and Conditions Including But Not Limited To

- Broad Form All States Coverage for Employee Travel
- Foreign Voluntary Workers Comp & Employers Liability, Including Endemic Disease
- Incidental Longshoremen’s and Harbor Workers Compensation Act Endorsement – State Benefits
- Incidental Maritime Coverage Endorsement
- Contractual Waiver of Subrogation Endorsement (NEW)
- Definition of Loss Fund
- 90 Days' Notice of Cancellation
- State Amendatory Endorsement(s)
- Terrorism Disclosure Notice
- TPA: PMA
- Inmate Exclusion
- New for 2021: Removal of Communicable Disease Endorsement

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Willis Towers Watson

City of Charleston

Optional Annual Deductible:

Item 7. Self-Insured Retention Per Occurrence shall read as follows:

The EMPLOYER agrees to be responsible for the first $ LIMIT (Insert SIR amount) of Loss each and every Occurrence through the Liability Period. The EMPLOYER also agrees to be responsible for an additional $250,000 of total Loss per annual twelve-month period in excess of the Self-Insured Retention Per Occurrence stated in the preceding sentence. Such additional one-time deductible of $250,000 for each twelve-month period may be satisfied by Loss stemming from one or several Occurrences.

Risk Control Services

Safety National MAP Client Services are included in the quote. These resources consist of both risk control and claim services, including resources such as:

- Safety Essentials Online
- Workers Comp Kit
- Safety Training Source
- Medical Management Program:
  - Catastrophic Claims Consulting
  - Impartial Medical Review
  - Long-Term Claims Evaluation
  - Chronic Pain & Opioid Dependency Programs

Crisis Protection

- $50,000 Annual Aggregate benefit for a qualifying Domestic Crisis Event
- 24-hour crisis hotline to preferred and approved Domestic Crisis Event vendors.
- Crisis communication and media management
- Short-term counseling

Domestic Crisis: two or more employee deaths resulting from events such as:
- Explosion
- Arson
- Bombing
- Workplace Violence
- Structural Fire
- Vehicular Accident
- Natural Disasters

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A.M. Best Company Rating Information

A.M. Best is the most widely recognized authority on the evaluation and rating of insurance companies based in part upon their financial strength and policyholders' surplus. The Best's rating for the companies we are including in this proposal is:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Rating</th>
<th>Financial Size</th>
<th>Date of Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety National Casualty Corporation</td>
<td>A+</td>
<td>XV</td>
<td>November 11, 2020</td>
</tr>
</tbody>
</table>

As professional agents/brokers it has long been our established policy to make every effort to deal only with companies having a Best's Rating of A++, A+, A or A-, which are the four highest ratings available, and a minimum of $50 million in Policyholders' Surplus. It must be noted that neither Willis Towers Watson nor any affiliated company guarantees the financial solvency of any insurance carrier. The following list outlines the A.M. Best Company rating scale and associated descriptions.

Financial Strength Ratings and Size Categories

An A.M. Best's Financial Strength Rating is an opinion of an insurer's ability to meet its obligations to policyholders. A.M. Best assigns each letter rated insurance company a Financial Size Category. This is designed to provide a convenient indicator of the size of a company in terms of its statutory surplus and related accounts.

<table>
<thead>
<tr>
<th>A.M Best Ratings</th>
<th>Superior</th>
<th>C++, C+</th>
<th>Marginal</th>
</tr>
</thead>
<tbody>
<tr>
<td>A++, A+</td>
<td>Excellent</td>
<td>C++, C+</td>
<td>Weak</td>
</tr>
<tr>
<td>A, A-</td>
<td>Very Good</td>
<td>D</td>
<td>Poor</td>
</tr>
<tr>
<td>B++, B+</td>
<td>Good</td>
<td>E</td>
<td>Under Regulatory Supervision</td>
</tr>
<tr>
<td>B, B-</td>
<td></td>
<td>F</td>
<td>In Liquidation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Size Categories (in millions of US dollars)</th>
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</thead>
<tbody>
<tr>
<td>Class I</td>
</tr>
<tr>
<td>Class II</td>
</tr>
<tr>
<td>Class III</td>
</tr>
<tr>
<td>Class IV</td>
</tr>
<tr>
<td>Class V</td>
</tr>
<tr>
<td>Class VI</td>
</tr>
<tr>
<td>Class VII</td>
</tr>
<tr>
<td>Class VIII</td>
</tr>
</tbody>
</table>

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COMMISSION DISCLOSURE

Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your Quote Proposal can be found at: http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates/.

BROKERAGE TERMS, CONDITIONS & DISCLOSURES

This proposal is presented in conjunction with the Brokerage Terms, Conditions & Disclosures, which is enclosed.
## Client Service Team

<table>
<thead>
<tr>
<th>Team Member</th>
<th>Responsibilities</th>
</tr>
</thead>
</table>
| Mike Honeycutt, Senior Vice President, Client Advocate  
Direct: 704-344-4880  
Mobile: 704-905-0198  
Mike.Honeycutt@willistowerswatson.com |  
- Central point of accountability and responsibility for all client service  
- Ensures that the client gains relevant access to WTW's resources and expertise |
| Melissa Sowell, Client Manager  
Direct: 704-804-7442  
Mobile: 704-231-2883  
Melissa.Sowell@willistowerswatson.com |  
- Assists with management and coordination of placement activities  
- Point of contact for post-binding and other mid-term activities |
| Chrys Rhodes, Vice President, Senior Broker  
Direct: 704-927-6905  
Mobile: 704-713-9768  
Chrys.Rhodes@willistowerswatson.com |  
- Leads marketing, placement, and negotiation for all LOB-related lines of coverage  
- Specializes in coverage |
| John Bobo, Claims Advocacy  
Direct: 704-804-7443  
Mobile: 704-857-1804  
John.Bobo@willistowerswatson.com |  
- Advocates for coverage claims  
- Manages relationships with the carrier to ensure effective and timely resolution |

We are a 24 hour a day operation. We understand that you have risk management needs around the clock. If you are ever unable to reach anyone on your Service Team, these Senior Executives are available to assist you:

| Eric Hein, Carolinas Managing Director  
Direct: 704-344-4884  
Mobile: 704-953-0282  
Eric.Hein@willistowerswatson.com | |
| Stuart Spector, Eastern Region Service Officer  
Direct: 301-742-9052  
Mobile: 301-581-4206  
Stuart.Spector@willistowerswatson.com | |

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Willis Towers Watson Certificate Center

The Willis Towers Watson Certificate Service Center is a team of dedicated professionals available to process your certificate and automobile identification requests. Our system makes it possible to easily issue large numbers in a specialized manner to fit your needs. Further, we have the ability to electronically send mid-term certificates and auto ID cards via email/fax to you and/or the cert holder, as well as providing you with instant 24/7 access to certificates and auto ID cards issued via our Certificate Portal website.

Standard Turnaround Times
- Routine Midterm Requests – 4 Hours
- Rush Midterm Requests – 90 Minutes
- Renewals – 2 Business Days
- Please call our phone number below for any work stoppage issues

Cert Central Hours of Operation and Contact:
- 7:00 a.m. to 7:00 p.m. Central Standard Time – Monday thru Friday
- E-mail: certificates@willistowerswatson.com
- Phone: 877 945 7378
- Fax: 888 467 2378

- Web address and unique login credentials provided by your WTW Service Team
  - Certificates on Demand Portal – certs.willistowerswatson.com
  - Intellicerts Portal – www.intellicerts.com
- All certificates and auto id cards issued by the Cert Center are stored and can be accessed 24/7 to be viewed or printed by you as needed
- User-friendly search criteria enables precision searches for specific documents
- Ability to download zip files of large groups of documents
- Submit requests directly to the Cert Center Team at certificates@willistowerswatson.com

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Willis Towers Watson

City of Charleston

Willis Towers Watson Claims Advocacy Center

**Client Reports Directly to the Carrier**
- Workers' Compensation
- Auto - except fatalities, serious injury, complex liability/coverage situations
- General Liability - except fatalities, serious injury, complex liability/coverage situations, construction defect, asbestos
- All claims for policyholders placed through the CBU

**Claim Advocate Can and Will Get Involved in Any Claim Where**
- Any claim related issue
- Client is experiencing problems with the carrier
- Questions about the handling of a claim or claim process
- Any coverage issue
- Claim status reviews - upon request

**Claim Associate Reports the Following Types of Claims**
- Intermediary Involvement
- All Lawsuits
- Auto - Complex Issues
- GL - Complex Issues
- GL - Construction Defect / OCIP
- Pollution, Asbestos, Mold
- Umbrella/Excess
- Crisis Management
- Directors & Officers
- Employment Practices Liability
- Property/Business interruption
- Equipment Breakdown
- Inland Marine
- Builder's Risk
- Crime / Employee Dishonesty
- Fiduciary
- Media Liability
- Cyber Liability
- Professional Liability
- Foreign/International

**Claim Advocate Group Contact Information**
Nashville, TN CAG
claimcentral@WillisTowersWatson.com
877-725-9678
877-945-3676

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Please review this proposal and advise of any changes or questions you may have. To request the binding of coverage, please complete and sign the following or contact me with your binding instructions.

<table>
<thead>
<tr>
<th>Excess Workers Compensation</th>
<th>☐ Yes</th>
<th>☐ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety National</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Option 1: $1,000,000 SIR, without deductible</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Option 2: $1,250,000 SIR, without deductible</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Option 3: $1,000,000 SIR, with deductible</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Option 4: $1,250,000 SIR, with deductible</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

City of Charleston

__________________________  _______________________
Signature                  Date

__________________________
Title

__________________________
Printed Name

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1. BROKERAGE TERMS, CONDITIONS & DISCLOSURES

2. CARRIER QUOTES
## EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

**Name of Risk:** CITY OF CHARLESTON, SC  
**Account:** 6011174  
**Previous Policy Number:** AGC4062896

<table>
<thead>
<tr>
<th>Contract Terms</th>
<th>Option 9891869149</th>
<th>Option 9894786202</th>
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<tr>
<td>Liability Period</td>
<td>04/01/2021 - 04/01/2022</td>
<td>04/01/2021 - 04/01/2022</td>
</tr>
<tr>
<td>Payroll Reporting Period</td>
<td>04/01/2021 - 04/01/2022</td>
<td>04/01/2021 - 04/01/2022</td>
</tr>
<tr>
<td>Payroll</td>
<td>$ 92,888,851</td>
<td>$ 92,888,851</td>
</tr>
<tr>
<td>Manual Premium</td>
<td>$ 2,481,781</td>
<td>$ 2,481,781</td>
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<tr>
<td>Experience Modification Factor</td>
<td>1.000</td>
<td>1.000</td>
</tr>
<tr>
<td>Standard Premium</td>
<td>$ 2,481,781</td>
<td>$ 2,481,781</td>
</tr>
<tr>
<td>Self-Insured Retention</td>
<td>$ 1,500,000</td>
<td>$ 1,250,000</td>
</tr>
<tr>
<td>Annual Aggregate Deductible</td>
<td>$ 250,000</td>
<td>Statutory</td>
</tr>
<tr>
<td>Specific Limit</td>
<td>Per Occ $ 1,000,000</td>
<td>Per Occ $ 1,000,000</td>
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<tr>
<td>Employers Liability Limit</td>
<td>Rate $100 Payroll $ 7.00</td>
<td>Rate $100 Payroll $ 5.75</td>
</tr>
<tr>
<td>Estimated Loss Fund</td>
<td>$ 6,509,080</td>
<td>$ 6,276,612</td>
</tr>
<tr>
<td>Minimum Loss Fund</td>
<td>Est. x 95.00 %</td>
<td>Est. x 95.00 %</td>
</tr>
<tr>
<td>Aggregate Excess Limit</td>
<td>$ 3,000,000</td>
<td>$ 3,000,000</td>
</tr>
<tr>
<td>Loss Limitation</td>
<td>$ 1,500,000</td>
<td>$ 1,250,000</td>
</tr>
<tr>
<td>Premium Rate</td>
<td>Rate $100 Payroll $ 0.358</td>
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<tr>
<td>Deposit Premium</td>
<td>$ 332,893</td>
<td>$ 347,771</td>
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<td>Minimum Premium</td>
<td>$ 316,248</td>
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<tr>
<td>Audit Type</td>
<td>Voluntary</td>
<td>Voluntary</td>
</tr>
</tbody>
</table>

*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.*
# Safety National Casualty Corporation

1832 Schuetz Road  
St. Louis, MO 63146

**TO:** Willis Towers Watson Southeast, Inc.  
**PHONE:** (760) 378-9161  
**FROM:** Vanessa Annunziata  
**ATTN:** Ms. Chrys Rhodes  
**FAX:** (760) 342-3143  
**DATE:** 02/09/2021

## EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

**Name of Risk:** CITY OF CHARLESTON, SC  
**Account:** 6011174  
**Previous Policy Number:** AGC4062898  
**Specific & Aggregate Excess**

<table>
<thead>
<tr>
<th>Contract Terms</th>
<th>Option 9887432728</th>
<th>Option 9994795682</th>
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<tbody>
<tr>
<td>Liability Period</td>
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<td>04/01/2021 - 04/01/2022</td>
</tr>
<tr>
<td>Payroll Reporting Period</td>
<td>04/01/2021 - 04/01/2022</td>
<td>04/01/2021 - 04/01/2022</td>
</tr>
<tr>
<td>Payroll</td>
<td>$92,986,851</td>
<td>$92,986,851</td>
</tr>
<tr>
<td>Manual Premium</td>
<td>$2,481,781</td>
<td>$2,481,781</td>
</tr>
<tr>
<td>Experience Modification Factor</td>
<td>1.000</td>
<td>1.000</td>
</tr>
<tr>
<td>Standard Premium</td>
<td>$2,481,781</td>
<td>$2,481,781</td>
</tr>
<tr>
<td>Self-Insured Retention</td>
<td>$1,250,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Annual Aggregate Deductible</td>
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<tr>
<td>Specific Limit</td>
<td>Statutory</td>
<td>Statutory</td>
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<tr>
<td>Employers Liability Limit</td>
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<td>Per Occ $1,000,000</td>
</tr>
<tr>
<td>Loss Fund Rate</td>
<td>Rate $100 Payroll 6.75</td>
<td>Rate $100 Payroll 6.50</td>
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<tr>
<td>Estimated Loss Fund</td>
<td>$6,276,612</td>
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<td>Minimum Loss Fund</td>
<td>Est. x 95.00 %</td>
<td>$5,982,781</td>
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<td>Audit Type</td>
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*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.*
**EXCESS WORKERS’ COMPENSATION INSURANCE QUOTATION**

<table>
<thead>
<tr>
<th><strong>Name of Risk:</strong></th>
<th>CITY OF CHARLESTON, SC</th>
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<tbody>
<tr>
<td><strong>Account:</strong></td>
<td>6011174</td>
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<tr>
<td><strong>Previous Policy Number:</strong></td>
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<td><strong>Specific &amp; Aggregate Excess</strong></td>
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<thead>
<tr>
<th><strong>Contract Terms</strong></th>
<th><strong>Option 9887431848</strong></th>
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<td><strong>Payroll Reporting Period</strong></td>
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<td><strong>Standard Premium</strong></td>
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<td><strong>Employers Liability Limit</strong></td>
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<td><strong>Loss Fund Rate</strong></td>
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<td><strong>Estimated Loss Fund</strong></td>
<td>$ 6,044,145</td>
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<td><strong>Minimum Loss Fund</strong></td>
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<td><strong>Loss Limitation</strong></td>
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<tr>
<td><strong>Audit Type</strong></td>
<td>Voluntary</td>
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*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.*
Endorsements:

General Endorsements applicable to all quote options:
0227 00 1291 (XWC) INMATE EXCLUSION
0241 02 0196 (XWC) INCIDENTAL LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT - STATE BENEFITS
0258 00 0313 (XWC) DEFINITION OF LOSS FUND
0276 02 0408 (XWC) BROAD FORM ALL STATES FOR EMPLOYEE TRAVEL
0291 00 0708 (XWC) VOLUNTARY COMPENSATION ENDORSEMENT-PREMIUM DELINERATION
0322 00 1291 (XWC) 90-DAYS NOTICE OF CANCELLATION
0426 01 0370 (XWC) FOREIGN VOLUNTARY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY - INCLUDING ENDEMIC DISEASE
1037 00 0908 (XWC) CONTRACTUAL WAIVER OF SUBROGATION ENDORSEMENT
1103 00 0704 (XWC) INCIDENTAL MARITIME COVERAGE ENDORSEMENT
SOUTH CAROLINA MANDATORY ENDORSEMENT(S), IF APPLICABLE
0312 00 0493 (XWC) SELF-INSURED RETENTION WITH ANNUAL DEDUCTIBLE
6000 00 0121 (XWC) TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

Contingencies:
The quote is subject to the following:

1. Subject to receipt, review and acceptance of information contained in SNCC's Employee Concentration Supplemental Information (08/04) form prior to binding.

2. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, extended, and/or re-authorized (the Act), terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 80% of covered terrorism losses exceeding a deductible paid by us. The Act contains $100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%

3. Commission shall be fully earned by the Broker of Record at the inception of the Payroll Reporting Period as identified on the bound Excess Workers Compensation Insurance Quotation.

4. The Excess Workers Compensation program quoted is contingent upon also binding any other lines quoted with Safety National. Safety National may consider providing revised or additional quote options for individual lines of coverage subject to further underwriting review and approval.

Comments:

1. Endorsements mandated by the coverage state(s) will automatically be added to your policy regardless of whether they are shown in the above schedule. In addition, a change in an endorsement form number may occur as a result of state filing requirements/updates arising subsequent to this quote.

2. Included in our quote: MAP Client Services. These resources consist of both risk control and claim services, including resources like Safety Essentials Online, Workers' Comp Kit, and Safety Training Source. Medical Management Program. These services help facilitate complicated claims towards the best-possible outcome. Available services include Catastrophic Claims Consulting, Impartial Medical Review, Long-Term Claims Evaluation, and Chronic Pain & Opioid Dependency Programs.
Your Service Team

Safety National is committed to providing industry leading services to our policyholders. The Service Team is the keystone to that promise. This highly experienced team is identified now and established early in the policy term so there is a seamless transition and efficient delivery of service for your client's needs. The Service Team consists of a one point contact in underwriting, claims, risk control, policy services, audit, legal, and finance.

We welcome the opportunity for you to experience our commitment to your success by contacting any member of our team with your questions or requests.

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vanessa Annunziata</td>
<td>(314) 692-1378</td>
<td><a href="mailto:vanessa.annunziata@safetynational.com">vanessa.annunziata@safetynational.com</a></td>
</tr>
<tr>
<td>Director - Underwriting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kathleen Kircher</td>
<td>(314) 810-5583</td>
<td><a href="mailto:kathleen.kircher@safetynational.com">kathleen.kircher@safetynational.com</a></td>
</tr>
<tr>
<td>Coordinator - Underwriting Stand Alone Operations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Don Enke</td>
<td>(314) 810-5427</td>
<td><a href="mailto:don.enke@safetynational.com">don.enke@safetynational.com</a></td>
</tr>
<tr>
<td>Risk Control</td>
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<tr>
<td>Joanna Pallardy</td>
<td>(314) 692-9507</td>
<td><a href="mailto:joanna.pallardy@safetynational.com">joanna.pallardy@safetynational.com</a></td>
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<tr>
<td>MAP Client Services</td>
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<tr>
<td>Mike Harris</td>
<td>(314) 692-9516</td>
<td><a href="mailto:michael.harris@safetynational.com">michael.harris@safetynational.com</a></td>
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<tr>
<td>Shelly Stuck</td>
<td>(314) 692-1370</td>
<td><a href="mailto:shelly.stuck@safetynational.com">shelly.stuck@safetynational.com</a></td>
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<tr>
<td>Premium Audit</td>
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Safety National Crisis Protection® is a crisis management and extraction benefit provided exclusively for Safety National's excess, large deductible and select guaranteed cost workers' compensation customers. If your business undergoes a qualifying "Domestic Crisis Event" that directly involves your business and involves the death of two or more of your employees, Safety National® will either pay one of our approved vendors to assist with crisis management or reimburse you directly for the approved costs incurred with a vendor of your choice. If you experience a qualifying "International Extraction Crisis Event" that requires international employee extraction, we will reimburse you directly for the approved costs.

How Does It Work?
If a qualifying "Domestic Crisis Event" or "International Extraction Crisis Event" occurs, Safety National Crisis Protection will help you minimize post-crisis risk to the organization. Its stakeholders and employees directly involved in the event (including immediate family of the involved employee). The annual, aggregate limit for these complimentary benefits, or any combination of the two, is $50,000. These benefits are accessible when you need them and are provided by Safety National free of charge.

"Domestic Crisis Events" Include:
Multiple employee deaths (two or more) resulting from the following man-made events:

- Explosion
- Arson
- Bombing
- Workplace Violence
- Structural Fire
- Vehicular Accident

Multiple employee deaths (two or more) resulting from the following natural disasters:

- Tornado
- Explosion
- Wildfire
- Structural Fire
- Earthquake and Any Resulting Tsunami
- Hurricane
- Flood

"International Extraction Crisis Events" Include:
Employee extraction necessitated by the following:

MAN-MADE EVENTS:
- Explosion
- Arson
- Bombing
- Riot
- Government Collapse & Political Unrest

NATURAL DISASTERS:
- Tornado
- Explosion
- Wildfire
- Earthquake and Any Resulting Tsunami
- Cyclone/Typhoon/Hurricane
- Flood

Benefits:
- Provided at no cost to policyholders, with a $50,000 annual, aggregate benefit limit for a qualifying "Domestic Crisis Event," a qualifying "International Extraction Crisis Event" or any combination of the two.
- A 24-hour crisis hotline to preferred and approved "Domestic Crisis Event" vendors.
- Benefit extends to immediate family of an employee that is directly involved in the "Domestic Crisis Event."
- The benefit can be used for qualified "Domestic Crisis Events" to help with:
  - Crisis Management
  - Crisis Response
  - Public Relations
  - Emergency Psychological Treatment
- Includes crisis communication and media management.
- Short-term counseling and referral for directly involved employees and their immediate family.

LEARN MORE
For more information about Safety National Crisis Protection, please visit safetynational.com/crisis-protection-WC. If you have additional questions about this free benefit, please contact us at crisisprotection@safetynational.com.
SAFETY NATIONAL
AT A GLANCE

Why Safety National?

- Leading specialty insurance carrier, offering a variety of risk solutions for large commercial and public entity clients.
- Long-time presence in the market, providing uninterrupted service to thousands of customers nationwide for over 75 years.
- Relationship-focused approach to customer service, listening closely to customer needs and designing flexible programs and placements to address them.
- Unique claims and medical management proficiency, managing complex claims efficiently and effectively.

Financial Strength:

- Statutory surplus: $2.7 billion (5.4% increase over 6/19)
- GAAP Stockholders' equity: $4.2 billion (7.3% increase over 6/19) and $11 billion in assets
- A.M. Best Rating A+ (Superior), Financial Size Category XV
- Standard & Poor's Rating A+
- A member of the Tokio Marine Group, with approximately $233 billion in total assets. The Group's main operating subsidiary, Tokio Marine & Nichido Fire (TMNF), maintains an A.M. Best rating of A++ (Superior), Financial Size Category XV. *as of 6/20

Solutions

Workers' Compensation:
- Excess
- Large Deductible
- Large Guaranteed Cost
- Defense Base Act
- TExcess

Public Entity Liability:
- Law Enforcement Liability
- Public Officials Liability
- Educators Legal Liability

Commercial Auto
Commercial General Liability
Cyber Risk
Reinsurance
Loss Portfolio Transfers
Captives
Self-Insurance Bonds

Services

- Medical Management Resources: Supplemental programs designed to help manage complicated claims towards best possible outcomes.
- MAP Client Services: A full suite of online resources designed to help build or enhance safety and compliance programs.
- Risk Control Services: A vetted network of highly-qualified consultants available to assist with on-site safety and risk control projects.

(888) 965-6300 • info@safetynational.com • safetynational.com
A member of the Tokio Marine Group
ENDORSEMENT

SELF-INSURED RETENTION WITH ANNUAL DEDUCTIBLE

Effective 12:01 A.M., Local Time, DEFAULT DEFAULT, DEFAULT

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

DECLARATIONS:

Item 7. Self-Insured Retention Per Occurrence shall read as follows:

The EMPLOYER agrees to be responsible for the first $LIMIT of Loss each and every Occurrence throughout the Liability Period. The EMPLOYER also agrees to be responsible for an additional $LIMIT of total Loss per annual twelve-month period in excess of the Self-Insured Retention Per Occurrence stated in the preceding sentence. Such additional one-time deductible of $LIMIT for each annual twelve-month period may be satisfied by Loss stemming from one or several Occurrences.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers’ Compensation and Employers’ Liability Insurance Agreement No. DEFAULT, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to DEFAULT, ET AL., dated DEFAULT DEFAULT, DEFAULT.

SAFETY NATIONAL CASUALTY CORPORATION

President

Secretary
Public Entity

CITY HALL

MAP
Client Services
Management • Analysis • Prevention

SAFETY NATIONAL

Risk control tools to help improve injury prevention and claim cost containment.
MAP CLIENT SERVICES®

Public entities face a host of safety challenges. From risks related to labor-intensive city worker positions, to emergency responders faced with driving in dangerous scenarios, to the ergonomic risks associated with administrative personnel, public entities are confronted with a significant challenge to minimize costs and maintain a healthy front line.

In response, Safety National® has developed a suite of online risk control resources to help public entities improve risk management programs. Collectively called MAP Client Services, these tools are provided on a complimentary basis to help improve program management, analysis and prevention efforts. Using these resources, public entity employers can work to build, maintain and/or supplement successful workers’ compensation and casualty programs to keep their workforce safe.

MAP Client Services is comprised of:

Management: Several resources that offer a wealth of information and assistance to help your organization develop and maintain a successful safety and claim cost containment program.

Analysis: A variety of tools that provide the ability to measure, benchmark and analyze different aspects of your programs to clearly identify opportunities for improvement.

Prevention: A selection of assets to help improve your loss prevention and mitigation efforts – from educating employees about potential injury exposures, to helping build proficient post-injury protocol.

Schedule a Demo: Our service representatives would be happy to demonstrate the capabilities of any or all tools offered through MAP Client Services. Contact us to schedule your demo at map@safetynational.com or 888-995-5300.
THE RESOURCES

**HR Essentials Online:** Available exclusively to our policyholders with employment practices liability coverage, this online resource includes tools to help with human resources management. From hiring practices and writing job descriptions, to training managers and understanding complicated leave laws, this resource will help keep your organization in compliance.

**Law Enforcement Liability Resources:** Available exclusively to our law enforcement liability policyholders, this resource includes a downloadable law enforcement liability assessment, sample law enforcement and jail operations policies and procedures manuals, and access to live law enforcement consulting services.

**Safety Essentials Online:** This online resource library provides customizable and downloadable training tools to help improve safety and health compliance, best practices, policies and written programs.

**Workers’ Comp Kit®:** This resource puts best practices at your fingertips in a streamlined, online format. Users can assess current processes then apply systematic improvement and implementation tools to augment current programs. Also includes cost/savings calculators and a library of customizable reports, presentations, forms and checklists.

**Safety Training Source:** A rich media learning management system that allows users to build, assign and monitor a customized safety training curriculum. Over 150 courses are included, with select items available in Spanish.

**S:ERVE:** Safety Emergency Responder Vehicle Education (S:ERVE) is an online driver simulation and curriculum created to educate first responders to drive at their safest during intersection negotiation scenarios.

**Distracted Driving:** This course is designed to train all employees that drive on the job. Through online simulation, employees will learn how to eliminate controllable distractions and how to make necessary adjustments for uncontrollable distractions.

**Safety National Crisis Protection®:** A domestic crisis management and international extraction benefit provided exclusively for Safety National’s excess, large deductible and select guaranteed cost workers’ compensation policyholders.

**Office Ergonomic Solutions:** This online ergonomic assessment e-mails personalized recommendations and allows an organization to easily monitor changes in employees’ risk of injury and comfort levels.
Safety National Crisis Protection® is a crisis management and extraction benefit provided exclusively for Safety National's excess, large deductible and select guaranteed cost workers' compensation customers. If your business undergoes a qualifying "Domestic Crisis Event" that directly involves your business and involves the death of two or more of your employees, Safety National® will either pay one of our approved vendors to assist with crisis management or reimburse you directly for the approved costs incurred with a vendor of your choice. If you experience a qualifying "International Extraction Crisis Event" that requires international employee extraction, we will reimburse you directly for the approved costs.

How Does It Work?

If a qualifying "Domestic Crisis Event" or "International Extraction Crisis Event" occurs, Safety National Crisis Protection will help you minimize post-crisis risk to the organization, its stakeholders and employees directly involved in the event (including immediate family of the involved employee). The annual, aggregate limit for these complimentary benefits, or any combination of the two, is $50,000. These benefits are accessible when you need them and are provided by Safety National free of charge.

"Domestic Crisis Events" Include:

- Multiple employee deaths (two or more) resulting from the following man-made events:
  - Explosion
  - Arson
  - Bombing
  - Workplace Violence
  - Structural Fire
  - Vehicular Accident

- Multiple employee deaths (two or more) resulting from the following natural disasters:
  - Tornado
  - Explosion
  - Wildfire
  - Structural Fire
  - Earthquake and Any Resulting Tsunami
  - Hurricane
  - Flood

"International Extraction Crisis Events" Include:

Employee extraction necessitated by the following:

**MAN-MADE EVENTS:**
- Explosion
- Arson
- Bombing
- Riot
- Government Collapse & Political Unrest

**NATURAL DISASTERS:**
- Tornado
- Explosion
- Wildfire
- Earthquake and Any Resulting Tsunami
- Cyclone/Typhoon/Hurricane
- Flood

Benefits:

- Provided at no cost to policyholders, with a $50,000 annual, aggregate benefit limit for a qualifying "Domestic Crisis Event," a qualifying "International Extraction Crisis Event," or any combination of the two

- A 24-hour crisis hotline to preferred and approved "Domestic Crisis Event" vendors

- Benefit extends to immediate family of an employee that is directly involved in the "Domestic Crisis Event"

- The benefit can be used for qualified "Domestic Crisis Events" to help with
  - Crisis Management
  - Crisis Response
  - Public Relations
  - Emergency Psychological Treatment

- Includes crisis communication and media management

- Short-term counseling and referral for directly involved employees and their immediate family

LEARN MORE
For more information about Safety National Crisis Protection, please visit safetynational.com/crisis-protection-WC. If you have additional questions about this free benefit, please contact us at crisisprotection@safetynational.com.
Distracted driving is a major cause of work-related vehicle accidents. This online driver simulation program provides targeted and convenient safe driving training for all fleet drivers, regardless of vehicle type. The course is SCORM compliant and designed to function independently with basic instructor participation in a brief 20-30 minute lesson.

View a Demo:
Learn how you can apply the Distracted Driving Course to your driver safety training program. Contact us to schedule your demo at map@safetynational.com or 888-995-5300.

The Distracted Driving Course plan teaches:
- The negative effects of looking away from the road for more than two seconds.
- Strategies for eliminating controllable distractions.
- How to make necessary adjustments for distractions that the driver cannot control.
Brokerage Terms, Conditions & Disclosures

Your decision to purchase insurance coverages, products, and/or services through a Willis Towers Watson company is subject to the following terms and conditions (the “Brokerage Terms”).

1. General Terms and Conditions

1.1. Fees and Expenses. We will submit invoices for the services provided and expenses incurred. Invoices will be paid within 30 days of receipt. In the event that invoices are not paid within that time, we will be entitled to charge a late payment fee of the lesser of 1.0% per month or the maximum allowed by law.

Any fees or rates quoted or estimated will be exclusive of income tax or of any sales, ad valorem, value added tax or any similar tax unless such tax is required to be included pursuant to a statutory requirement. If required, we will add the relevant tax to the invoice, separately stated, and remit such tax to the appropriate authority.

1.2. Our Responsibilities. We will provide the services in a professional manner with reasonable skill and care and in accordance with all laws and regulations applicable to us. We will assign to the project team, members of our staff with adequate education, training and experience to perform the tasks assigned to them. We will use reasonable endeavors to meet any agreed timetable.

The work product we produce in the course of providing the services (the “Work Product”) will not infringe any Intellectual property right of any third party. Unless otherwise expressly agreed in writing, we do not accept any fiduciary or trust responsibilities or related liability in connection with the performance of the services. We do not provide legal, accounting or tax advice.

1.3. Your Responsibilities. You will provide us, in a timely manner, with all documentation, information, access to your personnel, access to your premises (if applicable) and cooperation reasonably required to provide the services. Any delay or failure to provide such documentation, information, access to your personnel or cooperation may result in: (a) a revision to any agreed timetable; and (b) if we are required to perform any additional work as a result, in additional fees being charged. We will rely on the documentation and information provided by you or your representatives and we do not take responsibility for verifying the accuracy or completeness of it. You may rely only upon our final Work Product and not on any drafts or oral statements made by us in the course of performing the services.

You represent that you are in compliance, and will continue to comply, with all laws, rules, regulations or government authority guidance applicable to you. If Willis Towers Watson determines that the services Willis Towers Watson performs for you relate to operations or activities prohibited by or inconsistent with any applicable law, rule, regulation or government authority guidance, it reserves the right to immediately terminate the master services agreement or similar agreement outlining the general terms between the parties (“MSA”) and/or any signed statement of work or similar agreement between us which incorporates these Brokerage Terms by reference or which governs the same services as these Brokerage Terms (“SCOW”) in their entirety and/or decline to provide certain services.

1.4. Intellectual Property Rights and Work Product. You will retain ownership of all original data and materials provided to us by you or your representatives, and the intellectual property rights in that data and materials. You will have the right to use, reproduce and adapt the copies of the Work Product for internal purposes within your organization. We will retain the Intellectual property rights in the Work Product, and the skills, know-how and methodologies used or acquired by us during the course of providing any of the services.

The services, including the Work Product, are provided solely for the intended purpose, and may not be referenced or distributed to any other party without our prior written consent. You may distribute the Work Product to your affiliates, provided that you ensure that each such affiliate complies with these Terms, Conditions, & Disclosures, as if it were a party to them, and you remain responsible for such compliance.
You will not refer to us or include any of the Work Product in any shareholder communication or in any offering materials (or fairness opinion provided by your professional adviser) prepared in connection with the public offering or private placement of any security, unless otherwise agreed in writing.

1.5. Confidentiality and Data Privacy. Each party (the "Recipient") will protect all confidential information which the other party (the "Discloser") provides to it (whether orally, in writing or in any other form) ("Confidential Information") using the same standards as the Recipient applies to its own comparable confidential information, but in no event less than reasonable measures. Confidential Information will not include information that is: (a) already known to the Recipient at the time of disclosure; (b) in the public domain or publicly available; (c) provided to it by a third party who is under no such obligation of confidentiality; (d) independently developed by it; or (e) is required to be disclosed by court order, regulatory authority or other legal process, provided that prior to disclosing any Confidential Information, the Recipient will, if permitted by law, notify, and cooperate with the Discloser, at Discloser’s expense, to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of the Confidential Information which is the subject of any such required disclosure. Each party may disclose Confidential Information to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements.

In the course of providing the services, the parties acknowledge that you may provide us with information about an identifiable individual or information which relates to a natural person and allows that person to be identified, including your customer or employee information ("Personal Data"). It is further acknowledged that we are a global business and that we may transmit your information, including Personal Data, within our global network of offices to our affiliates and providers of IT outsourcing who will be subject to appropriate data protection standards. You represent that Willis Towers Watson is authorized to receive and possess any such Personal Data and that you have obtained any necessary consents from third parties, including the individual to which such Personal Data relates, that may be required for us to use the Personal Data for the purposes of providing the services. Irrespective of where we receive or hold Personal Data on your behalf, we will take appropriate technical, physical and organizational/administrative measures to protect it against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. Each party will comply with the provisions and obligations imposed on it by applicable data privacy legislation and regulations.

You agree that we may maintain, process and transfer your Confidential Information and Personal Data in order to perform the services, and for other reasonable ancillary purposes, unless you instruct otherwise. We may retain such information and data as may be required by applicable law, regulation, or our record retention and business continuity policies and procedures.

In addition, you hereby grant us permission to use data we receive from you or your representatives in the course of the services for use in industry benchmarking studies, trend analyses and research. We may use the results of these studies, analyses and research for various purposes, including articles and studies for distribution to our other clients and prospects. Any such articles or studies will not disclose your participation or mention the inclusion of your information to any other party. Any findings from these studies that may show individual participant results will be on a blinded basis, and not attribute any finding to a specific participant.

1.6. Nonconforming Services. If the services do not conform to the requirements agreed between the parties, you will notify us promptly and we will re-perform any non-conforming services at no additional charge or, at our option, refund the portion of the fees paid with respect to such non-conforming services. The re-performance of the services or refund of the applicable fees is intended to provide an adequate remedy for any failure on our part to adhere to the requirements agreed between the parties for the performance of services.

1.7. Indirect Damages. In no event shall we or any of our affiliates and our and their respective employees, directors, officers, agents and subcontractors (the "Related Persons") be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss), except to the extent such liability may not be excluded as a matter of law.

1.8. Joint Liability. Where we are jointly liable to you with another party, we will to the extent permitted by law only be liable for those losses that correspond directly with our share of responsibility for the losses in question.

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2020-03-12 Brokerage Terms, Conditions & Disclosures (Canada & US)
1.9. Third Parties. For the avoidance of doubt, Sections 1.6 and 1.7 confer rights on the Related Persons which may be enforced by any of them. Otherwise, no person who is not a party to these Brokerage Terms, any MSA, or any SOW shall have the right to enforce any of these Brokerage Terms, MSA terms, or SOW terms. We accept no responsibility for any consequences arising from any third party relying on the Work Product. If we agree to provide the Work Product to a third party, you are responsible for ensuring that the third party is made aware of the fact that they are not entitled to rely upon it. You agree to reimburse us for all costs (including reasonable legal fees) that we incur in responding to any requests or demands from third parties, pursuant to legal process or otherwise, for data or information related to the services.

1.10. Force Majeure. Neither party will be liable for any delay or non-performance of its obligations caused by an event beyond its control (a "Force Majeure Event") provided that the party affected gives prompt notice in writing to the other party of such Force Majeure Event and uses all reasonable endeavors to continue to perform its obligations. Either party may terminate any SOW by written notice to the other with Immediate effect if such Force Majeure Event continues for more than 3 months.

1.11. Miscellaneous. These Brokerage Terms, together with any MSA or SOW, set out the complete and exclusive statement of agreement and understanding between the parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements or representations, whether oral or written, with respect to your purchase of insurance. To the extent there is a conflict between these Brokerage Terms, and an MSA and/or SOW, the relevant portions of the MSA and/or SOW will control. Any modifications of or amendments to any MSA, SOW, or a change to the services must be in writing and agreed by the parties. Should any provisions of a MSA, SOW, or any of the Brokerage Terms be declared void, illegal or otherwise unenforceable, the remainder will survive unaffected.

Neither party may assign or delegate any of its rights or obligations to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or delegate any of its rights and obligations to an affiliate. We reserve the right to employ subcontractors to assist in providing services and to pass to them any information and materials they need to perform their work. Where we use affiliates or subcontractors to provide the services, we will remain ultimately responsible for the provision of the services.

Neither party will have any liability in respect of any statement (except in the case of fraud where the liability of each party to the other will be unlimited) made by such party or on its behalf to the other party which is not contained in an applicable MSA, SOW, or these Brokerage Terms and each party acknowledges that it has not entered into any MSA, or SOW or will enter into a MSA or SOW, in reliance on any representation by the other party which is not contained in the MSA, the applicable SOW, or these Brokerage Terms.

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with applicable laws, regulations, and rules.

1.12. Sanctions and Export Control. Sanctions and export control laws from Canada, the EU, United States, and other government authorities prohibit companies, including Willis Towers Watson, from conducting business in certain jurisdictions or with certain individuals. The restrictions may differ based on your business activity, ownership structure, and the location or nationality of your employees. Please inform us of any insurance or service requirements you have which touch upon goods, countries, entities or individuals subject to any sanctions or export controls. We will comply with all applicable sanctions and export control laws, and we are not responsible for actions taken by third parties based on their own sanctions or export control constraints.

1.13. Dispute Resolution. The parties agree to work in good faith to resolve any disputes arising out of or in connection with the services provided under these Brokerage Terms. If a dispute cannot be resolved it will be submitted to non-binding mediation to be conducted by (in the US) Judicial Arbitration and Mediation Services (JAMS) or (in Canada) the National Mediation Rules of the ADR Institute of Canada then in force before either party pursues other remedies hereunder. If the mediation does not resolve the dispute and a party or both parties wish to pursue other remedies, the parties agree that their legal dispute will be resolved without a jury trial and agree not to request or demand a jury trial. To the fullest extent permitted by applicable law, the parties hereby irrevocably waive any right they may have to demand a jury trial.

To the extent the foregoing jury trial waiver is not enforceable under the governing law, except as provided below, any dispute arising out of or in connection with these Brokerage Terms which the parties are unable
to resolve between themselves or through mediation as provided above, will be resolved by binding arbitration in the state or province as provided for in Section 1.14 below, or other mutually agreed location, before a panel of three arbitrators in accordance with the (in the US) Commercial Arbitration Rules of the American Arbitration Association or (in Canada) the Canadian Arbitration Rules of the ICCR Canada. Under these circumstances, the arbitration proceeding will be the sole and exclusive means for resolving any dispute between the parties, except for any dispute involving the ownership or use of work product or intellectual property, provided that either party may seek an injunction or other equitable relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Each party will have the right to select one of the arbitrators and the two arbitrators so selected will agree on the choice of the third arbitrator. Each party will bear the expenses of the arbitrator it selects and one-half of the expenses of the third arbitrator and other costs related to the arbitration. Judgment on the award rendered by the arbitrators will be final and binding, and may be entered in any court having jurisdiction thereof. The arbitration proceeding will be confidential.

1.14. Governing Law. Any controversy, dispute or claim of any kind between the parties will be governed by and interpreted in accordance with the laws of the jurisdiction where the Willis Towers Watson office principally responsible for providing the services to you under the particular Statement of Work is located, without regard to any provisions governing conflicts of laws, provided that if such office is located outside of Canada or the US, the governing law will be that of (in the US) the State of New York or (in Canada) the Province of Ontario without regard to (as applicable) New York’s or Ontario’s provisions governing conflicts of laws.


1.15.1. If and to the extent that any portion of Willis Towers Watson’s compensation is to be paid by or on behalf of any employee health or other welfare benefit plan (“Plan”), including commissions derived from Plan assets, then you will secure the approval of the applicable Plan fiduciaries for such portion of our compensation. You, and if applicable, the Plan fiduciaries, and not Willis Towers Watson, will determine whether any payment utilizing, or deriving from, Plan assets is appropriate. Willis Towers Watson will provide details concerning its charges to enable you, and if applicable, the Plan fiduciaries to make such determinations, but any information that Willis Towers Watson provides to you with its invoices or otherwise should not be construed as advice regarding the appropriate use of Plan assets. You, and if applicable, the Plan fiduciaries are encouraged to consult with legal counsel regarding such matters. Unless you tell us otherwise, in providing our services we will assume that the employee welfare benefits you provide to your employees and with respect to which we provide services have been wrapped into a single Plan. To the extent that you or your Plan enter into an Administrative Services Only contract with a Third party Administrator pursuant to which Willis Towers Watson receives a directed fee, you represent that all administrative fees are paid by you out of your general assets and will not be charged to the Plan.

1.15.2. Willis Towers Watson is not being engaged as a fiduciary or to provide investment advice and does not and will not perform or assume any fiduciary or trust responsibilities or liability in connection with the performance of the services. You agree that the services to be performed by Willis Towers Watson under an applicable Statement of Work are ministerial and not fiduciary in nature, that Willis Towers Watson has no discretionary authority or control with respect to the management or administration of your employee benefit plan(s) or any Plan assets, that Willis Towers Watson is not providing any advice with respect to products that may have an investment component, and that Willis Towers Watson’s compensation has not been set at levels intended to compensate it for assuming fiduciary liability. You retain full responsibility for decisions to purchase or not purchase insurance policies, all claims for benefits against the Plan and any other discretionary decisions by the Plan or any fiduciary, trustee, Plan administrator, or Plan committee.

1.15.3. You agree that you are responsible for your own access to and use of employee data, and that all persons whom you direct or request Willis Towers Watson to share employee data with are authorized to receive the employee data.

1.15.4. In the event that you and/or any of the employee benefit plans sponsored by you need to enter into business associate agreements with Willis Towers Watson to satisfy the requirements of the Health Insurance Portability and Accountability Act, the regulations implementing that Act (the "Standards for Privacy of Individually Identifiable Health Information," codified at 45 C.F.R. parts 160 and 164),
2. Brokerage Terms and Conditions

2.1. The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. In order to make our relationship work, we must each provide the other with accurate and timely facts, information and direction as is reasonably required. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or insurers. It is important that you advise us of any changes in your business operations that may affect our services or your insurance coverages. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover, or deciding to pay a claim, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the policy. This duty of disclosure applies equally at renewal or modification of your existing coverage and upon placement of new lines of coverage. You agree that Willis Towers Watson will not be responsible for any consequences arising from any delayed, inaccurate or incomplete information.

2.2. An insurer quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued and approved by the insurer(s) at issue. The quotes we will provide to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with Insurers.

2.3. At the time of binding, we review the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We do not guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.

2.4. If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the insurer may change throughout the term of the policy. We recommend that you review the insurer’s ratings for any downgrades during the term of this multi-year policy.

2.5. The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, including the limits you choose, prepare or forward insurance binders, if applicable, and review and transmit policies to you.

2.6. We will review all binders, policies and endorsements to confirm their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such documents. You agree that you will also review all such documents and promptly advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.

2.7. We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used, if applicable. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.

2.8. Our compensation may be revised if you request a change in the coverages and/or services we provide under the SOW or these Brokerage Terms and we enter into a written agreement documenting any change in coverages, services and compensation. If we are compensated by commissions paid by insurers, we will
be entitled to retain the commissions for new coverages, revised coverages, or other material change in coverages.

2.9. If your insurance risks are in more than one jurisdiction, we, where required, will work with you and insurers to determine the allocation of premium between applicable jurisdictions, and the amount of insurance premium tax payable in each jurisdiction. In providing such services, Willis Towers Watson is acting in its capacity as an insurance broker, not as your tax advisor. You should seek your own advice in relation to such tax laws where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of tax payable under the policy be challenged by any tax authority. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such insurance premium tax to the relevant authorities.

2.10. You will provide immediately available funds to pay premiums by the dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. You agree that we are not responsible for any consequences arising from any delay or failure by you to pay the amount due by the indicated date.

2.11. You may use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you. Premium finance options are not always available, but where they are, Willis Towers Watson currently works with industry leading finance providers for this service. Where permitted by law, we receive a fee for the services we provide those companies. These services include, but are not limited to, processing the premium finance applications and marketing and sales support they do not have. If you would like more information about the fee we receive, please let us know.

2.12. We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with applicable provincial, territorial, state and federal insurance laws and regulations and provincial/territorial and state unclaimed property laws. We may transfer your funds directly to insurers or to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents to carry out transactions for you.

2.13. Where we collect funds from you, you agree that we may receive and retain interest on such funds from the date we receive the funds until we pay them to the insurers, intermediaries, or other third parties in the course of providing services, or until we return them to you after we receive such funds.

2.14. Unless otherwise provided in writing, you agree that we may use your company name and logo in marketing materials and for internal Willis Towers Watson use.

2.15. Unless otherwise agreed in writing, in the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.

2.16. Our obligation to render services to you ceases on: (a) the effective date of termination of the SOW, or (b) if you have not entered into a SOW, the earlier of: (i) 60 days prior written notice by either party terminating the services, or (ii) with respect to any coverage subject to these Brokerage Terms, the effective date of a change in your broker of record for that coverage (the "Termination Date"). Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker. Claims and premium or other adjustments may arise after the Termination Date, and we have no responsibility to handle these things after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, we will consider providing such services after the Termination Date for mutually agreed additional compensation. Nevertheless, we will process all remaining deposit premium installments in the policy(ies) in effect on the Termination Date.

2.17. The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these Brokerage Terms.

3. Brokerage Disclosures
3.1. If a Willis Towers Watson affiliate or office located outside of Canada or the United States serves as an intermediary in the placement of your coverages, it will also earn and retain compensation for providing those services, which compensation may not be included in the fee.

3.2. To the extent Willis Towers Watson is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless a different commission percentage is disclosed to you, or unless the insurer changes its commission rates, in which case the new commission rate will be disclosed to you before placement of the policy.

3.3. The compensation that will be paid to Willis Towers Watson will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis Towers Watson provides to the insurer or the profitability of insurance contracts Willis Towers Watson provides to the insurer also may affect compensation. Willis Towers Watson may accept this compensation in locations where it is legally permissible, and meets standards and controls to address conflicts of interest. Whether or how much insurers may pay in such compensation does not play any role in Willis Towers Watson’s placement recommendations on behalf of its clients. If you prefer that we not accept this compensation related to your policy, please notify us in writing and we will request that your insurer(s) exclude your business from their payment calculations.

3.4. Upon request, Willis Towers Watson will provide you with additional information about the compensation Willis Towers Watson expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.

3.5. Willis Towers Watson may place your insurance or other business with members of a panel of insurers or other vendors. Willis Towers Watson develops panels of insurers and vendors in certain market segments. Participating insurers and vendors are reviewed on a variety of factors. Commission or fee rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis Towers Watson discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers or vendors pay an administration or management fee to participate in the panel process or for additional reporting. In some instances, Willis Towers Watson may earn a referral fee for referring your business to certain vendors.

3.6. In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.

3.7. If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.

3.8. Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis Towers Watson will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.

3.9. As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may also provide services to insurers for which we may earn compensation. These services may include, for example, (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind...
business for itself and other insurers; (c) managing lineslips for insurers; or (d) providing third party administration and other services to insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers. We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we will inform you and disclose that we will receive compensation related to these services. In addition, these services may include providing services to insurers as a client. For example, we or they may provide consulting, brokerage, outsourced administration, or reinsurance services to insurer clients. In such cases, we or they will be compensated separately for the services provided to those insurer clients. Some of these insurer clients may happen to be insurers with whom we place your insurance coverages. The services provided to you and the services provided to our insurer clients are separate and any compensation earned for the services provided to insurer clients are separate from and in addition to the compensation we earn for the services we provide you under these Brokerage Terms.

3.10. We are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.

3.11. To comply with applicable anti-money laundering regulations there are times when we may ask clients to confirm (or reconfirm) their identity. We may need to do this at the time you become a client or have been one for some time or, for example, when checking details on proposal forms and transferring claims payments. This information may be shared with other subsidiaries of Willis Towers Watson PLC and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We have systems that protect our clients and ourselves against fraud and other crime and we may utilize the services of third parties in order to identify and verify clients. Client information can be used to prevent crime and trace those responsible. We may check your details against financial crime databases. If false or inaccurate information is provided, we may be obliged to pass such details to relevant regulatory agencies that may use this information.

4. Disclosures Applicable Only to Property and Casualty Placements (Not applicable to Health and Benefits Placements)

4.1. Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your Quote Proposal can be found at http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates.

4.2. A separate business unit, FINMAR Market Services, provides a wide range of services direct to certain insurers that write business for FINEX Global clients. A separate fee is paid to FINMAR Market Services by insurers for the delivery of these services to them. This fee is calculated within a range of 2.75% and 7.5% (plus VAT, if applicable) of the overall premiums placed depending on the scale of services provided. Unless otherwise stated, premiums paid by the clients of FINEX Global will not be increased as a result of these arrangements.

4.3. If a surplus lines insurer (sometimes referred to as an excess lines insurer, non-admitted insurer, or non-licensed insurer) was used to quote your coverage, its premium rates, coverage terms and policy forms are not regulated by your home state, province or territory, as applicable, and you will be required to pay an additional surplus lines premium tax which is on top of the premium. Also, in the event of the insurer's insolvency you will not be indemnified by any government guaranty fund for unpaid claims.
4.4. In addition to any other terms governing the use of your information as provided herein or in any other MSA, SOW, or other agreement, you agree that we may use your information and, if applicable, receive remuneration for such use, as described below. We may:

4.4.1. aggregate and anonymize your information and may disclose to third parties certain anonymized or industry-wide statistics or other information which may include information relating to you, but that we will not, without your consent, reveal any information specific to you other than on an aggregated and anonymized basis and as part of an industry or sector-wide comparison;

4.4.2. use your information to engage certain insurers in periodic discussions to gauge insurers’ capabilities and interest in potentially quoting your business at a future date. Such discussions could be specific to your account or part of a discussion about a portfolio of accounts and typically increase the effectiveness and efficiency of our future marketing efforts on your behalf when you desire alternative bids;

4.4.3. share information concerning your insurance arrangement with insurers or their agents where this is necessary to enable insurers to decide whether to participate in insuring your risk or to participate in any arrangement made by Willis Towers Watson whereby participating insurers agree to insure (wholly or partly) a portfolio of risks without necessarily making underwriting decisions on a case by case basis for individual risks within such portfolio;

4.4.4. use any information you provide, without further notice to you, for the purpose of: (1) prospecting facultative reinsurance business from prospective insurer clients; (2) placing facultative reinsurance on behalf of our insurer clients; (3) marketing facultative reinsurance with prospective reinsurers on behalf of our insurer clients.

5. Language

5.1. It is the express wish of the parties that these Brokerage Terms and any related documents be drawn up in and executed in English. Les parties souhaitent expressément que cette entente et tous les documents s’y rapportant soient rédigés et signés en anglais.

6. Inquiries and Complaints

6.1. Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your business or contact the head of our office. Alternatively, you may call toll free 1-866-704-5115.
**DEFINITIONS**

A. **Domestic Crisis Event** means a man-made emergency situation limited to an explosion, arson, bombing, workplace violence, structural fire or a vehicular accident occurring entirely in the United States and/or any territories or possessions of the same. Domestic Crisis Event also means a natural disaster at owned, leased or designated workplace locations limited to a tornado, explosion, wildfire, structural fire, earthquake and any resulting tsunami, hurricane or flood occurring entirely in the United States and/or any territories or possessions of the same. In order to qualify as a Domestic Crisis Event, an event must directly involve the death of two (2) or more of Your Employees. Safety National Casualty Corporation ("Safety National") shall solely determine what qualifies as a Domestic Crisis Event for purposes of this benefit.

B. **International Extraction Crisis Event** means an international crisis directly involving Your Employees and resulting in their immediate need of removal from a geographic location to avoid imminent serious injury or death as the result of an existing emergency situation. An International Extraction Crisis Event is limited to employee extraction from a man-made emergency situation only as the result of an explosion, arson, bombing, riot, or government collapse and political unrest. An International Extraction Crisis Event that necessitates employee extraction as the result of a natural disaster is limited to a tornado, explosion, wildfire, earthquake and any resulting tsunami, cyclone/typhoon/hurricane or flood. Safety National shall solely determine what qualifies as an International Extraction Crisis Event for purposes of this benefit.

C. **Your Employees** means any direct employees of Your Company that are directly involved in a qualifying event. It specifically excludes any contractors. Safety National specifically restricts Safety National Crisis Protection to, and will only provide benefits for, Your Employees who are directly covered by any excess or large deductible workers' compensation insurance policy issued to You by Safety National and who are currently employed at the time of the qualifying event.

* Safety National Crisis Protection is a complimentary benefit for Safety National's excess and large deductible workers' compensation customers only end is NOT an insurance coverage or policy of any type.
D. **Immediate Family Member** means spouse, child or children and parents of Your Employee directly involved in a Domestic Crisis Event.

E. **You, Your and Yours** shall refer to an excess or large deductible workers' compensation policyholder of Safety National who has an active and fully-paid policy at the time of the qualifying event.

F. **Warning Country** shall refer to any country, territory, province or geographical location listed by the United States Department of State at [http://travel.state.gov/content/passports/english/alertswarnings.html](http://travel.state.gov/content/passports/english/alertswarnings.html) as a location for which a travel warning has been issued and is currently active. Safety National shall solely determine whether a certain country, territory, province or geographical location is considered a Warning Country at the time of the qualifying event.

G. **Sanctioned Country** shall refer to any country, territory, province or geographical location listed by the United States Department of the Treasury at [http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx](http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx) as the subject of any current Office of Foreign Assets Control ("OFAC") sanctions program. Safety National shall solely determine whether a certain country, territory, province or geographical location is considered a Sanctioned Country at the time of the qualifying event.

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**YOUR BENEFITS UNDER SAFETY NATIONAL CRISIS PROTECTION**

As a valued policyholder, Safety National has developed the Safety National Crisis Protection program as a complimentary benefit available to You. If a qualifying Domestic Crisis Event occurs that directly involves You as a Safety National excess or large deductible workers' compensation policyholder, Safety National will pay to cover the cost of either a Safety National approved crisis management firm, crisis response firm, public relations firm and/or for emergency psychological services up to the annual, aggregate limit of the benefit. If You choose to use an unapproved vendor, reimbursement will be made directly to You for services that are approved by Safety National, up to the annual, aggregate limit of this benefit.

In the event that a qualifying International Extraction Crisis Event occurs that directly involves You as a Safety National excess or large deductible workers' compensation policyholder, Safety National will reimburse You to cover the cost of expenses approved by Safety National involving an employee extraction firm of Your choice. With respect to any International Extraction Crisis Event, Safety National will provide this benefit for qualifying events anywhere in the world outside the United States or United States possessions and territories, except for events that occur in any country, territory, province or geographical location listed as a Warning Country by the United States Department of State on the initial date that You report the International Extraction Crisis Event to Safety National. Safety National will also not provide this benefit for events that occur in any country, territory, province or geographical location listed by the United States Department of Treasury as the subject of any current Office of Foreign Assets Control ("OFAC") sanctions program on the initial date that You report the International Extraction Crisis Event to Safety National.

The total annual, aggregate limit for a Domestic Crisis Event, an International Extraction Crisis Event, or any combination of the two is $50,000 for any active excess or large deductible workers' compensation policy year. In the case of a multi-year excess or large deductible workers' compensation policy, the $50,000 annual, aggregate limit shall renew on the annual anniversary date of such multi-year policy. There is no sublimit for a Domestic Crisis Event or International Extraction Crisis Event but in no instance will Safety National pay an approved vendor or reimburse You more than $50,000 in any one-year period. For the sake of clarity, Safety National will only pay up to

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* Safety National Crisis Protection is a complimentary benefit for Safety National's excess and large deductible workers' compensation customers only and is NOT an insurance coverage or policy of any type.
the maximum of $50,000 in any one year that coincides with your active and fully-paid excess or large deductible workers' compensation insurance policy with Safety National. The annual, aggregate benefit limit of $50,000 shall apply regardless of the number of policies you have with Safety National.

**SCOPE OF BENEFITS UNDER SAFETY NATIONAL CRISIS PROTECTION**

In order to take advantage of this benefit: (1) the Domestic Crisis Event or International Extraction Event must directly involve your business and occur within the period of coverage provided by Safety National to you under an active and fully-paid excess or large deductible workers' compensation insurance policy; (2) the facts, circumstances, pre-existing condition(s) or situation(s) that lead up to the Domestic Crisis Event or International Extraction Event were not known to you in advance; and (3) the Domestic Crisis Event or International Extraction Event had not affected your operation in any way before the current policy period began.

Since Safety National has approved vendors for Domestic Crisis Events, you can contact them via the following 24-hour hotline as soon as the event occurs:

**(855) 887-3254. Black Swan Solutions** is the Safety National approved vendor for Crisis Management and Counseling and takes all incoming calls regarding Domestic Crisis Events. In the event you need to get in contact with another approved vendor for a Crisis Communication/Public Relations situation, Black Swan Solutions will route your call to the appropriate vendor. During your initial call with Black Swan Solutions, you must provide: (1) your active excess or large deductible workers' compensation account name, (2) your policy number and (3) the effective date of that policy.

If an International Extraction Crisis Event occurs, since there are no approved vendors, you should contact the vendor of your choice and Safety National will reimburse you for those approved costs up to the above listed annual, aggregate limit.

In addition to contacting a vendor, you must notify Safety National within five (5) business days of any Domestic Crisis Event or International Extraction Crisis Event which may result in any benefits under Safety National Crisis Protection at the following email address: crisisprotection@safetynational.com. Failure to do so may void this benefit and any payments or reimbursements by Safety National. This email address is also listed at the beginning of this benefit information packet. Further written notification regarding specifics of the qualifying event must be made as soon as possible after the initial email notification. The written notification must include when, where and how the Domestic Crisis Event or International Extraction Event occurred, and the nature of the injuries or damages you have experienced to date as well as those you expect to experience as a result of the Domestic Crisis Event or International Extraction Event. Any notice you provide to Black Swan Solutions and/or Safety National under this Safety National Crisis Protection benefit program shall NOT be considered a notice of loss under any Safety National excess or large deductible workers' compensation insurance policy.

All invoices and receipts relating to any request for direct vendor payment and/or reimbursement to you under this benefit must be submitted to Safety National for payment within sixty (60) days from the original date they were generated. Any older invoices or receipts will not be paid by Safety National.

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* Safety National Crisis Protection is a complimentary benefit for Safety National's excess and large deductible workers' compensation customers only and is NOT an insurance coverage or policy of any type.
SPECIFIC EXCESS AND AGGREGATE EXCESS
WORKERS' COMPENSATION AND
EMPLOYERS' LIABILITY INSURANCE AGREEMENT

SAFETY NATIONAL CASUALTY CORPORATION
ST. LOUIS, MISSOURI

(Hereinafter called the CORPORATION)

In consideration of the payment of premium and subject to all the terms of this Agreement, hereby agrees with the Employer named in the Declarations (hereinafter called the EMPLOYER), as follows:

A. Coverage of Agreement
This Agreement applies only to Loss sustained by the EMPLOYER because of liability imposed upon the EMPLOYER by the Workers' Compensation or Employers' Liability Laws of:
(1) the State(s) designated in the Declarations, or
(2) other State(s), provided that the Loss shall not be greater than it would have been had liability been imposed by the State(s) specified in the Declarations, on account of bodily injury by accident or bodily injury by occupational disease due to Occurrences taking place within the Liability Period to Employees of the EMPLOYER engaged in the business operations specified in the Declarations and all other operations necessary, incidental, or appurtenant thereto. Bodily injury includes resulting death.

The inclusion of more than one EMPLOYER in the Declarations shall not increase the EMPLOYER's Self-Insured Retention nor the CORPORATION's Maximum Limit of Indemnity.

The insurance afforded by this Agreement applies to operations in the State(s) specified in the Declarations, including, however, incidental operations conducted by Employees who are regularly engaged in operations in the specified State(s), but who may be temporarily outside the specified State(s).

B. Insurance Under This Agreement
(1) Specific Excess Insurance
With respect to each Occurrence taking place within a Liability Period, the EMPLOYER shall retain as its own Loss, as defined below, the amount specified in Item 7 of the Declarations, and the CORPORATION agrees to reimburse the EMPLOYER only for such Loss in excess of such Self-Insured Retention, subject to the Maximum Limit of Indemnity Per Occurrence, or the Employers' Liability Maximum Limit of Indemnity Per Occurrence, whichever is applicable, as specified in Item 8 of the Declarations. The separate Employers' Liability Maximum Limit of Indemnity Per Occurrence shall not operate, in any case, to increase the total amount the CORPORATION agrees to reimburse the EMPLOYER for Loss per any one Occurrence as per Item 8(a) of the Declarations.

(2) Aggregate Excess Insurance
The CORPORATION further agrees to indemnify the EMPLOYER for Loss on account of all Occurrences taking place within such Liability Period (but excluding Loss per Occurrence in excess of the amount specified in Item 7 of the Declarations as the EMPLOYER's Self-Insured Retention under Section B(1)) which is in excess of an aggregate amount, hereinafter called the Loss Fund, determined for each Liability Period as provided below, subject to the Maximum Limit of Indemnity as specified in Item 11 of the Declarations.

C. Definitions
(1) "Loss" — shall mean actual payments, less recoveries, legally made by the EMPLOYER to Employees and their dependents in satisfaction of: (a) statutory benefits, (b) settlements of suits and claims, and (c) awards and judgments. Loss shall also include Claim Expenses, paid by the EMPLOYER, as defined in Paragraph (2) of this Section. The term Loss shall not include the items specifically excluded by Paragraph (3) of this Section.

(2) "Claim Expenses" — shall mean court costs, interest upon awards and judgments and the reasonable allocated costs of investigation, adjustment, defense, and appeal, including pension or appeal bond costs (provided that the prosecution of such appeal and/or the posting of such pension or appeal bond is approved by the CORPORATION) of claims, suits or other proceedings brought against the EMPLOYER under the Workers' Compensation or Employers' Liability Laws of the State(s) designated in the Declarations, or other State(s), as provided in Section A, even though such claims, suits, proceedings or demands are wholly groundless, false or fraudulent. Claim Expenses shall not include fees to the EMPLOYER's Service Company.

(3) "Exclusions from Loss" — shall refer to the following amounts paid by the EMPLOYER, and specifically excluded from the term Loss:
(a) Salaries, wages, and remuneration provided to Employees;
(b) Fees to the EMPLOYER's Service Company and/or costs of self-administration of claims;
(c) Punitive or exemplary damages as they relate to claims made under the Employers' Liability coverage provided by this Agreement;

(d) Fines or penalties assessed against the EMPLOYER for any violation by the EMPLOYER, or its representative(s), of any statute or regulation, unless the fines or penalties result from a reasonable dispute as to Workers' Compensation benefits owed by the EMPLOYER;

(e) Assessments and taxes made upon the EMPLOYER as self-insurer whether imposed by statute, regulation, or otherwise;

(f) Any amounts required to be paid by the EMPLOYER because of:

1) Serious and willful misconduct of the EMPLOYER, including intentional torts and intentional acts or omissions resulting in injury, acts or omissions taken with reckless disregard of the possible occurrence of an injury or acts or omissions taken that are substantially certain to result in injury, regardless of whether or not said actions may be classified in the State(s) as intentional torts,

2) Coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any Employee and/or related personnel practices, policies, acts or omissions by the EMPLOYER,

3) Knowingly employing an Employee in violation of law,

4) Rejection by the EMPLOYER of any Workers' Compensation Law;

5) Failure to comply with any health, safety, or notification law or regulation,

6) Loss voluntarily assumed by the EMPLOYER under any contract or agreement, whether express or implied;

7) Loss for which the EMPLOYER carries a full coverage Workers' Compensation and Employers' Liability policy; and

8) Any amount owed by the EMPLOYER pursuant to any provision of any law that provides non-occupational disability benefits.

(4) "Loss Fund" — shall be the greater of: (a) the product of the Loss Fund Percentage, as stated in Item 9 of the Declarations and the Manual or Standard Premium, whichever is applicable, as stated in Item 6 of the Declarations, or (b) the Minimum Loss Fund specified in Item 10 of the Declarations. (See Section F for the determination of the Manual or Standard Premium.)

(5) "Occurrence" — shall mean accident. In addition, bodily injury by occupational disease must be caused or aggravated by the conditions of employment and shall be deemed to have occurred on the last day of the last exposure to those conditions of employment causing or aggravating such injury by occupational disease, or such dates as is otherwise established by the Workers' Compensation and Employers' Liability Laws of the appropriate State(s). Bodily injury by occupational disease sustained by each Employee shall be deemed to be a separate Occurrence unless such disease results directly from an accident.

(6) "Employee" — as respects liability imposed upon the EMPLOYER by the Workers' Compensation Law of any State, the word Employee shall mean any person performing work which renders the EMPLOYER liable under the Workers' Compensation Law of a State named in Item 2 of the Declarations, which is the State of the injured Employee's normal employment, for bodily injuries or occupational disease sustained by such person.

(7) "State" — shall mean any state, territory, or possession of the United States of America and the District of Columbia.

D. Reimbursement

If the EMPLOYER pays any Loss incurred in any Liability Period in excess of the Self-Insured Retention Per Occurrence or the Loss Fund created for the respective Liability Period, the CORPORATION shall reimburse the EMPLOYER upon receipt of a formal proof of loss and other evidence acceptable to the CORPORATION of such payment. Within a reasonable period of time, reimbursement payments shall be made by the CORPORATION.

The CORPORATION shall have, and may exercise at any time, and from time to time, the right to offset any balance or balances, whether on account of premiums, Losses or otherwise, due from the EMPLOYER to the CORPORATION against any balance or balances due from the CORPORATION to the EMPLOYER under this Agreement.

E. Liability Period

The liability of the CORPORATION for Loss hereunder shall be determined separately for each Liability Period. The initial Liability Period shall commence at 12:01 A.M. on the Effective Date and end at 12:01 A.M. on the Anniversary Date, designated in Items 3 and 4 respectively, of the Declarations. Each succeeding Liability Period shall begin concurrently with the end of the previous Liability Period and continue for the same number of consecutive months as the initial Liability Period. All time is stated in local time for the State(s) designated in the Declarations.

In the event the EMPLOYER fails to give express written intent to continue coverage at the end of a given Liability Period, the Agreement shall be deemed terminated, and the Anniversary Date shall serve as the termination date of the Agreement.

F. Premium

Upon acceptance of the Agreement and at the beginning of each Payroll Reporting Period, as specified in Item 15 of the Declarations, the EMPLOYER shall pay to the CORPORATION the amount of the Deposit Premium specified in Item 14 of the Declarations. The EMPLOYER shall pay premiums when due. The Deposit Premium shall be held by the CORPORATION until the expiration of the Payroll Reporting Period. Within thirty (30) days after the close of each Payroll Reporting Period, the EMPLOYER shall render to the CORPORATION a report, upon a form satisfactory to
the CORPORATION, exhibiting, by classification, the amount of such remuneration earned by Employees during such reporting period, and the EMPLOYER shall therewith pay to the CORPORATION the excess of the Earned Premium over the Deposit Premium previously paid. In case the Deposit Premium paid exceeds the Earned Premium, the CORPORATION shall return to the EMPLOYER the amount of such excess or give appropriate credit, subject to the proportion of Minimum Premium for the Liability Period in the case of multi-year Liability Periods.

Upon expiration of a Liability Period, a summary of voluntary payroll reports for such Liability Period shall be made to determine the Earned Premium under this Agreement. In no event, however, shall the Earned Premium in respect of any Liability Period be less than the Minimum Premium specified in the Declarations.

For each Payroll Reporting Period, the CORPORATION shall compute the Earned Premium as follows:

(1) Remuneration – The remuneration earned, or man-hours accumulated, during such period by all Employees, including volunteers, engaged in each classification covered by this Agreement shall be computed in accordance with the rules set forth in the appropriate Manual of Workers’ Compensation and Employers’ Liability insurance.

(2) Manual and Standard Premium – The remuneration, or man-hours, so computed for Employees engaged in each such classification shall be multiplied by the Manual Rate per $100 of remuneration/man-hour, in effect at the inception of each Payroll Reporting Period, and the products so obtained shall be added together to determine the Manual Premium. An Experience Modification Factor may be applied to the Manual Premium to determine a Standard Premium. Such Experience Modification Factor shall be determined at the inception of this Agreement and is subject to annual review and possible revision. A Standard Premium takes precedence over any Manual Premium.

(3) Earned Premium – Against the Manual or Standard Premium shall be applied the Premium Rate, as specified in Item 12 of the Declarations, to determine the appropriate Earned Premium.

This Agreement is issued by the CORPORATION and accepted by the EMPLOYER subject to the agreement that, in the event of any change in the Rates per $100 remuneration/man-hour, as stated in Item 6 of the Declarations, because of any general rate increase or any legislative amendment affecting the benefits under the Workers’ Compensation Law of any State(s) named in Item 2 of the Declarations, such change, upon the effective date thereof, shall be, without endorsement, made a part of this Agreement.

G. Self-Insurer
The EMPLOYER, by acceptance of this Agreement, warrants that it is a duly qualified Self-Insurer in the State(s) designated in the Declarations, and will continue to maintain such qualifications during the currency of this Agreement. In the event the EMPLOYER should at any time while this Agreement is in force terminate such qualifications or if they should be cancelled or revoked, such loss of qualifications shall operate as notice of cancellation of this Agreement by EMPLOYER, subject to the additional terms of the Cancellation Section of this Agreement.

H. Service and Administration
This Agreement contemplates the concurrent and continued existence of a separate service agreement between the EMPLOYER and the Service Company, its designated representative, named in Item 5 of the Declarations, providing services approved by the CORPORATION. The EMPLOYER agrees that its Service Company shall furnish the CORPORATION with quarterly loss runs concurrent with each Liability Period of this Agreement. The provision of loss runs alone does not relieve the EMPLOYER of its reporting obligations as set forth in Section I of this Agreement. In addition, the electronic transfer of loss information by a Service Company of the EMPLOYER shall not constitute notice of a claim.

Cancellation of the service agreement between the Service Company and the EMPLOYER shall operate as a notice of cancellation of this Agreement by the EMPLOYER, subject to the additional terms of the Cancellation Section of this Agreement. Any change in service companies must be immediately communicated to and approved by the CORPORATION, and this obligation shall survive the termination or non-renewal of this Agreement.

I. Prompt Reporting of Claims
As soon as the EMPLOYER becomes aware, the EMPLOYER must provide prompt notice to the CORPORATION of: (a) any claim or action commenced against the EMPLOYER which exceeds, or is likely to exceed, fifty percent (50%) of the Self-Insured Retention Per Occurrence specified in Item 7 of the Declarations and (b) the reopening of any claim in which a further award might involve liability of the CORPORATION under this Agreement.

In addition, the following categories of claims shall be reported to the CORPORATION immediately, regardless of any question of potential involvement of the CORPORATION:

1. Fatalities;
2. Paraplegics and quadriplegics;
3. Serious burns, defined as 2nd or 3rd degree burns involving 25% or more of the body;
4. Brain injury;
5. Spinal cord injury;
6. Amputation of a major extremity; and
7. Any Occurrence which results in a serious injury to two or more Employees.

If the CORPORATION is prejudiced by the EMPLOYER’s failure to provide prompt notice of a claim in accordance with the requirements set forth above and/or as otherwise provided by the Law of any State(s), the CORPORATION may elect to deny coverage for Loss arising from such claim. To constitute prompt, sufficient notice, the EMPLOYER must provide complete information as to the details of the injury, disease, or death.
J. Defense of Claims
The EMPLOYER shall investigate and settle or defend all claims and shall conduct the defense and appeal of all actions, suits, and proceedings commenced against it. The EMPLOYER shall forward promptly to the CORPORATION copies of any pleadings or reports as may be requested. The CORPORATION shall not be obliged to assume charge of the investigation, defense, appeal or settlement of any claim, suit, or proceeding brought against the EMPLOYER, but the CORPORATION shall be given the opportunity to investigate, defend, or participate with the EMPLOYER in the investigation and defense of any claim, if, in the opinion of the CORPORATION, its liability under this Agreement might be involved.

K. Good Faith Claims Administration
The EMPLOYER shall use diligence, prudence, and good faith in the investigation, defense, pursuit of recovery from others and settlement of all claims. The EMPLOYER shall not unreasonably refuse to settle any claim which, in the exercise of sound judgment with respect to the entire claim, should be settled, provided, however, that the EMPLOYER shall not make any payment or agree to any settlement for any sum which would involve the limits of the CORPORATION’s liability hereunder without the approval of the CORPORATION.

If the CORPORATION is prejudiced by the EMPLOYER’s failure to exercise diligence, prudence, and good faith, the CORPORATION may elect to disclaim coverage for Loss from such claim.

L. Inspection and Audit
The CORPORATION shall have the right, but not the obligation, to inspect the premises and equipment and/or to audit the books and records of the EMPLOYER and of its agents and representatives, including all records relating to payroll and claims matters, at any reasonable time during the period of this Agreement and within three (3) years after final settlement of all claims due to Occurrences happening during the term of this Agreement. An audit to determine Manual or Standard Premium shall supersede any and all prior voluntary payroll reports by the EMPLOYER, and will be used to determine the final adjustment of premiums due to the CORPORATION and the Loss Fund amounts. Should a determination be made that additional audit premium is due to the CORPORATION, the due date for payment of such audit premium shall be thirty (30) days after the date of billing.

M. Other Insurance
If the EMPLOYER carries other valid and collectible insurance, reinsurance, or indemnity with any other insurer or reinsurer covering a Loss also covered by this Agreement (other than insurance or reinsurance that is purchased to apply in excess of the sum of the Self-Insured Retention and the Maximum Limits of Indemnity hereunder), the insurance afforded by this Agreement shall apply in excess of and shall not contribute with such other insurance or reinsurance.

N. Recovery From Others
The EMPLOYER agrees to prosecute any and all valid claims the EMPLOYER may have against any other party or source that may mitigate any Loss under this Agreement and return to the CORPORATION any amount so recovered, less the reasonable expense of collecting such amounts.

The CORPORATION shall have the EMPLOYER’s rights to prosecute any and all valid claims against any other party or source that may mitigate any Loss under this Agreement. The EMPLOYER agrees that it will assist the CORPORATION in any prosecution of any and all valid claims against any other party or source that may mitigate any Loss under this Agreement. Any amounts recovered by the CORPORATION from any other party or source that may mitigate Loss under this Agreement shall first be used to pay the expenses of collection and to reimburse the CORPORATION for any amount it may have paid the EMPLOYER for the Liability Period concerned, and all remaining amounts collected shall be paid to the EMPLOYER.

O. Change in Agreement
No condition, provision, or declaration of this Agreement shall be waived or altered at any time, except as specified in Section F, except by endorsement signed by the President or a Senior Vice President and the Secretary or an Assistant Secretary of the CORPORATION.

This Agreement hereby terminates, supersedes, and replaces all previously issued Workers’ Compensation Insurance or Reinsurance Agreements, as amended, between the EMPLOYER and the CORPORATION.

If terms of this Agreement are in conflict with any law applicable to this Agreement, this statement amends this Agreement to conform to such law. In addition, in the event any terms are in conflict with applicable laws, the remaining terms of the Agreement shall be enforceable.

P. Cancellation
This Agreement may be cancelled by either party giving the other party written notice not less than sixty (60) days prior to the date of cancellation, except, that if the CORPORATION cancels for non-payment of any premium, the cancellation shall become effective ten (10) days after dispatch of notice by the CORPORATION. The date of cancellation then becomes the termination date of the final Liability Period. This Agreement does not apply to Loss as a result of Occurrences taking place after the effective date of such cancellation.

If cancellation is effected by the EMPLOYER, the Manual or Standard Premium shall be determined by the short rate tables used for casualty insurance, and the Loss Fund and Earned Premium shall be the product of the Loss Fund Percentage (Item 9) and the Premium Rate (Item 12) respectively, times the Manual or Standard Premium so arrived at, but not less than the Minimum Loss Fund and the Minimum Premium specified in the Declarations.
If cancellation is effected by the CORPORATION for non-payment of premium, the EMPLOYER shall pay the CORPORATION Earned Premium for the period up to the date of cancellation, but the Loss Fund shall be computed upon the same basis as provided in the event the EMPLOYER cancels.

If the CORPORATION cancels for any other reason, the Manual or Standard Premium shall be determined upon a pro rata basis and the Loss Fund and Earned Premium adjusted in accordance therewith.

Q. Assignment
An assignment of interest under this Agreement will not bind the CORPORATION unless an endorsement signed by the President or a Senior Vice President and the Secretary or an Assistant Secretary of the CORPORATION assigning interest under this Agreement is issued by the CORPORATION.

R. Bankruptcy or Insolvency of Employer
The bankruptcy or insolvency of the EMPLOYER will not relieve the CORPORATION or the EMPLOYER of its duties and liabilities under this Agreement. After payments have been made by or on behalf of the EMPLOYER, reimbursements due under this Agreement will be made by the CORPORATION as if the EMPLOYER had not become bankrupt or insolvent, but not in excess of the CORPORATION’s limit of indemnity.

S. Sole Representative
If more than one EMPLOYER is named in Item 1 of the Declarations, or an endorsement related thereto, the EMPLOYER first named in Item 1, or a related endorsement, will act on behalf of all EMPLOYERS to give or receive notice of cancellation, to receive return premium or reimbursement, or to request changes in this Agreement.

T. Acceptance
By acceptance of this Agreement, the EMPLOYER agrees that the statements in this Agreement, in the Declarations, and in the application are the EMPLOYER's representations; that this Agreement is issued in reliance upon such representations; that this Agreement embodies all agreements existing between the EMPLOYER and the CORPORATION, or any of its agents, relating to this excess insurance, and that full compliance by the EMPLOYER with all terms of this Agreement is a condition precedent to the CORPORATION’s liability hereunder.

IN WITNESS WHEREOF, SAFETY NATIONAL CASUALTY CORPORATION has caused this Agreement to be executed by printing below the facsimile signatures of its President and Secretary and by the actual signature of its Secretary on the Declarations.

[Signature]
President

[Signature]
Secretary
SAFETY NATIONAL CASUALTY CORPORATION  
1832 SCHUETZ ROAD  
ST. LOUIS, MO 63146

DECLARATIONS – SPECIFIC AND AGGREGATE EXCESS  
AGC4062896

Item 1. Employer: CITY OF CHARLESTON, SC  
Address: 823 MEETING STREET, CHARLESTON, SC 29403

Item 2. This Agreement covers all business operations of the EMPLOYER as a Self-Insurer in the following State(s): SOUTH CAROLINA

Item 3. Effective Date: 12:01 A.M.  
April 01, 2020

Item 4. Anniversary Date: 12:01 A.M.  
April 01, 2021

Item 5. The Service Company shall be PMA MANAGEMENT CORP.

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<th>Rate Per $ 100 Remuneration/Manhours</th>
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Specific Excess Insurance

Item 7. Self-Insured Retention Per Occurrence  
$1,000,000

Item 8. (a) Maximum Limit of Indemnity Per Occurrence  
(b) Employers’ Liability Maximum Limit of Indemnity Per Occurrence  
Statutory  
$1,000,000

Aggregate Excess Insurance

Item 9. Loss Fund Percentage  
See Endt 0256

Item 10. Minimum Loss Fund for the Liability Period  
$6,906,176

Item 11. Maximum Limit of Indemnity of the CORPORATION for the Liability Period  
$3,000,000

Other Terms

Item 12. Premium Rate $0.41 per $100 of Payroll  

Item 13. Minimum Premium for the Liability Period  
$396,164

Item 14. Deposit Premium for the Payroll Reporting Period  
$417,015

Item 15. Payroll Reporting Period April 01, 2020 through April 01, 2021

Item 16. Endorsements See Endorsement Schedule

Signed at St. Louis, Missouri on March 31, 2020  

Secretary

Countersigned this day of  

By:  
N/A

DAGC-0195
RE: CITY OF CHARLESTON, SC
Policy No: AGC4062896
Effective Date: 12:01 A.M. April 01, 2020

**Declarations:**

**Item 6.**

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<td>9015</td>
<td>Building - Operation by Owner or Lessee</td>
<td>$ 923,085</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9050</td>
<td>Club-Country, Golf, Fishing or Yacht &amp; Clerical</td>
<td>$ 612,580</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9063</td>
<td>YMCA, YWCA, YMHA or YWHA Institution - All Employees &amp; Clerical</td>
<td>$ 2,276,034</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9082</td>
<td>Restaurant NOC</td>
<td>$ 88,503</td>
<td></td>
<td></td>
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<tr>
<td>9101</td>
<td>College or School: All Other Employees</td>
<td>If Any</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9102</td>
<td>Parks NOC-All Employees &amp; Drivers</td>
<td>$ 2,973,508</td>
<td></td>
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<tr>
<td>9154</td>
<td>Theater NOC All Other Employees</td>
<td>$ 268,049</td>
<td></td>
<td></td>
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<tr>
<td>9182</td>
<td>Athletic Team or Park: Operation &amp; Drivers</td>
<td>If Any</td>
<td></td>
<td></td>
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<tr>
<td>9402</td>
<td>Street Cleaning &amp; Drivers</td>
<td>$ 1,881,834</td>
<td></td>
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<tr>
<td>9403</td>
<td>Garbage, Ashes or Refuse Collection &amp; Drivers</td>
<td>$ 3,180,589</td>
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<tr>
<td>9410</td>
<td>Municipal, Township, County or State Employees NOC</td>
<td>$ 2,620,971</td>
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<tr>
<td>9519</td>
<td>Household Appliances-Electric Installation, Service Or Repair &amp; Drivers</td>
<td>If Any</td>
<td></td>
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<tr>
<td>9554</td>
<td>Sign Installation, Maintenance, Repair or Removal, All Types and Drivers</td>
<td>If Any</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

$ 101,710,979

SC Note 1: To be determined upon audit using Advisory Loss Costs multiplied by a 1.34 factor.
## Endorsement Schedule

**RE:** CITY OF CHARLESTON, SC  
**Policy No:** AGC4062696  
**Effective Date:** 12:01 A.M. April 01, 2020

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>0037 01 1108 (XWC)</td>
<td>SOUTH CAROLINA NOTICE ENDORSEMENT</td>
</tr>
<tr>
<td>0227 00 1291 (XWC)</td>
<td>INMATE EXCLUSION</td>
</tr>
<tr>
<td>0241 02 0196 (XWC)</td>
<td>INCIDENTAL LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT - STATE BENEFITS</td>
</tr>
<tr>
<td>0256 00 0313 (XWC)</td>
<td>DEFINITION OF LOSS FUND</td>
</tr>
<tr>
<td>0276 02 0408 (XWC)</td>
<td>BROAD FORM ALL STATES FOR EMPLOYEE TRAVEL</td>
</tr>
<tr>
<td>0291 00 0708 (XWC)</td>
<td>VOLUNTARY COMPENSATION ENDORSEMENT-PREMIUM DELINEATION</td>
</tr>
<tr>
<td>0322 00 1291 (XWC)</td>
<td>90-DAYS NOTICE OF CANCELLATION</td>
</tr>
<tr>
<td>0339 00 0111 (XWC)</td>
<td>SAME COMMUNICABLE DISEASE - AGGREGATE ONLY and SPECIFIC and AGGREGATE EXCESS</td>
</tr>
<tr>
<td>0428 01 0307 (XWC)</td>
<td>FOREIGN VOLUNTARY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY - INCLUDING ENDEMIC DISEASE</td>
</tr>
<tr>
<td>1037 00 0608 (XWC)</td>
<td>CONTRACTUAL WAIVER OF SUBROGATION ENDORSEMENT</td>
</tr>
<tr>
<td>1061 15 0519 (XWC)</td>
<td>POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE</td>
</tr>
<tr>
<td>1103 00 0704 (XWC)</td>
<td>INCIDENTAL MARITIME COVERAGE ENDORSEMENT</td>
</tr>
</tbody>
</table>
ENDORSEMENT

SOUTH CAROLINA NOTICE ENDORSEMENT

Effective 12:01 A.M., Local Time, April 01, 2020

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

The first paragraph of the Cancellation section shall be revised as follows:

This Agreement may be cancelled by either party for any reason by giving the other party written notice not less than sixty (60) days prior to the date of cancellation. The date of cancellation shall become the termination date of the Liability Period. This Agreement does not apply to Loss as a result of Occurrences taking place after the effective date of cancellation.

At least sixty (60) days written notice of cancellation by registered or certified mail must also must be given to the South Carolina Worker’s Compensation Commission, P.O. Box 1715, 1512 Marion St., Columbia, South Carolina 29202-1715, Attention: Self Insurance Department.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers’ Compensation and Employers’ Liability Insurance Agreement No. AGC4062896, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CITY OF CHARLESTON, SC, dated April 01, 2020.

SAFETY NATIONAL CASUALTY CORPORATION

Secretary

President
ENDORSEMENT

INMATE EXCLUSION

Effective 12:01 A.M., Local Time, April 01, 2020

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

This Agreement shall not apply to, and therefore provides no coverage for, any Loss resulting from any Occurrence arising from any and all operations connected with work performed by inmates. Accordingly, it is understood and agreed that this Agreement shall afford no coverage whatsoever to inmates.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4062896, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CITY OF CHARLESTON, SC, dated April 01, 2020.

SAFETY NATIONAL CASUALTY CORPORATION

[Signature]
Secretary

[Signature]
President
ENDORSEMENT

INCIDENTAL LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT COVERAGE
ENDORSEMENT - STATE BENEFITS

Effective 12:01 A.M., Local Time, April 01, 2020

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

This Agreement also applies to Loss sustained by the EMPLOYER because of liability imposed upon the EMPLOYER by the U. S. Longshoremen's and Harbor Workers' Compensation Act due to Occurrences taking place within the Liability Period as a result of incidental work, subject to that Act, performed by Employees in the State(s) listed in the Declarations. Incidental work means incidental to an Employee's normal duties. To that end, the term "Workers' Compensation Law" includes the Longshoremen's and Harbor Workers' Compensation Act (33 USC Sections 901-850) and any amendment to that Act that is in effect during the Liability Period. However, it is also understood that this Agreement shall apply to such Loss, but only to the extent that such Loss does not exceed the benefits payable under the SOUTH CAROLINA Worker's Compensation Law.

Any incidental Longshoremen's and Harbor Workers' Compensation Loss, so covered, is, of course, subject to the Maximum Limit(s) of Indemnity and the appropriate Self-Insured Retention Per Occurrence as specified in the Declarations.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4062896, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CITY OF CHARLESTON, SC, dated April 01, 2020.

SAFETY NATIONAL CASUALTY CORPORATION

[Signatures]

Secretary

President
ENDORSEMENT

DEFINITION OF LOSS FUND

Effective 12:01 A.M., Local Time, April 01, 2020

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Definitions section of this Agreement is amended by changing the definition of "Loss Fund" to read as follows:

(4) "Loss Fund" - shall be the greater of: (a) $ 7.00 per $ 100 of annual remuneration as stated in Item 6 of the Declarations, or (b) the Minimum Loss Fund as stated in Item 10 of the Declarations.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGD4862896, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CITY OF CHARLESTON, SC, dated April 01, 2020.

SAFETY NATIONAL CASUALTY CORPORATION

[Signature]
Secretary

[Signature]
President
ENDORSEMENT

BROAD FORM ALL STATES FOR EMPLOYEE TRAVEL

Effective 12:01 A.M., Local Time, April 01, 2020

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that this Agreement shall include the following:

1. If the EMPLOYER undertakes operations in or, at the request of the EMPLOYER, an Employee travels to or is temporarily assigned to, any State not designated in Item 2 of the Declarations, this Agreement applies to such operations, travel or temporary assignment. Should EMPLOYER undertake operations in a state not designated in Item 2 of the Declarations, the EMPLOYER shall give notice to the CORPORATION before or within a reasonable time after the commencement of such operations. The EMPLOYER shall take whatever action is necessary to come within the Workers' Compensation and occupational disease laws of such State.

2. Should an Employee, at the direction of the EMPLOYER, travel to or be temporarily assigned to any State or States not designated in Item 2 of the Declarations, this Agreement shall provide coverage for Loss sustained by the EMPLOYER because of liability imposed upon the EMPLOYER by the Workers' Compensation or Employers' Liability Laws of such non-designated State.

3. This Agreement also applies to Loss sustained by the EMPLOYER because of liability imposed upon the EMPLOYER by the Workers' Compensation and Employers' Liability Laws of such non-designated State.

4. Any Loss covered by this Endorsement shall be subject to all the limitations of this Agreement including but not limited to the Self-Insured Retention Per Occurrence or the Limitation Per Occurrence and the Maximum Limit(s) of Indemnity of the CORPORATION for the Liability Period.

5. The word "State" as used in this Endorsement shall mean any State of the United States of America and the District of Columbia.

6. The insurance afforded by this Endorsement does not cover fines or penalties imposed on the EMPLOYER for failure to comply with the requirements of any Workers' Compensation Law.

7. All of the provisions of this Agreement, insofar as such provisions are not inconsistent herewith, are applicable to the insurance afforded by the Agreement by virtue of this Endorsement.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4062896, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CITY OF CHARLESTON, SC, dated April 01, 2020.

SAFETY NATIONAL CASUALTY CORPORATION

[Signature]
Secretary

[Signature]
President
ENFORCEMENT

VOLUNTARY COMPENSATION ENDORSEMENT-PREMIUM DELINEATION

Effective 12:01 A.M., Local Time, April 01, 2020

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that this Endorsement adds voluntary compensation insurance to this Agreement as follows:

A. Coverage

It is the intent of this endorsement to extend the coverage provided by this Agreement to non-compensated volunteer Employees, operating at the direction of the EMPLOYER, as if the volunteer Employees were subject to the Workers’ Compensation and Employers’ Liability Laws stipulated in the Schedule below, even though these laws may not require payment of benefits to such volunteer Employees.

This insurance applies to Loss sustained by the EMPLOYER because of bodily injury and occupational disease, including death resulting therefrom, due to Occurrences taking place within the Liability Period of this Agreement.

1. The bodily injury or occupational disease must be sustained by an Employee included in the group of Employees described in the Schedule.

2. The bodily injury or occupational disease must occur in the course of employment necessary or incidental to work in a State listed in the Schedule.

3. The bodily injury or occupational disease must occur in the United States of America, its territories or possessions or Canada and may occur elsewhere if the Employee is an American or Canadian citizen temporarily away from their home country.

B. Indemnification

The CORPORATION will indemnify the EMPLOYER for Loss in satisfaction of statutory benefits that would be imposed if the EMPLOYER and Employees described in the Schedule were subject to the Workers’ Compensation Law shown in the Schedule. Naturally, indemnification for any such Loss is subject to the Self-Insured Retention Per Occurrence, Loss Fund(s) and Maximum Limit(s) of Liability as specified in the Declarations.

C. Exclusions

This insurance does not cover:

1. Any obligation imposed by a workers' compensation or occupational disease law, or any similar law.

2. Bodily injury intentionally caused or aggravated by the EMPLOYER.
D. Before Indemnification

Before the CORPORATION indemnifies the EMPLOYER, the injured Employee, or his legal representative in the case of his incapacity or death, must:

1. Release the EMPLOYER and the CORPORATION, in writing, of all responsibility for the injury or death.

2. Transfer to the EMPLOYER and the CORPORATION their right to recover from others who may be responsible for the injury or disease.

3. Cooperate and do everything necessary to enable the EMPLOYER and the CORPORATION to enforce the right to recover from others.

If the injured Employee, or his legal representative(s), fails to perform as required above, or if they claim damages from the EMPLOYER or the CORPORATION for the injury or disease, the CORPORATION'S duty to indemnify the EMPLOYER is immediately terminated.

E. Recovery From Others

If the CORPORATION makes a recovery from others, the CORPORATION will keep an amount equal to its expenses of recovery and the Loss paid by the CORPORATION. The CORPORATION will pay the balance to the parties entitled to payment. If the parties entitled to the benefits of this insurance make a recovery from others, they must reimburse the CORPORATION for the Loss previously paid by the CORPORATION to such parties.

F. Employers' Liability Insurance

Employers' Liability Insurance applies to Loss covered by this endorsement as though the State of employment shown in the Schedule were shown in Item 2 of the Declarations.

G. Premium

It is agreed that all persons who donate their services to the EMPLOYER will be reported for purposes of premium computation at an hourly wage of $7.25 per hour minimum, unless the work they do is similar to the work being done by a paid Employee who is receiving more than a $7.25 per hour wage, in which event the wage reported for the unpaid voluntary Employee will be the same as the wage reported for the paid Employee.

<table>
<thead>
<tr>
<th>Employees</th>
<th>State of Employment</th>
<th>Designated Workers Compensation Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized volunteers, student workers, etc, while not subject to any Workers' Compensation Law</td>
<td>SOUTH CAROLINA</td>
<td>State(s) of SOUTH CAROLINA</td>
</tr>
</tbody>
</table>

Page 2 of 3
ENDORSEMENT (CONTINUED)

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers’ Compensation and Employers’ Liability Insurance Agreement No. AGC4062896, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CITY OF CHARLESTON, SC, dated April 01, 2020.

SAFETY NATIONAL CASUALTY CORPORATION

[Signature]
Secretary

[Signature]
President
ENDORSEMENT

90-DAYS NOTICE OF CANCELLATION

Effective 12:01 A.M., Local Time, April 01, 2020

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

The portion of the first paragraph of the Section entitled Cancellation, which reads, "...not less than sixty (60) days prior to the date of cancellation..." is amended to read, "...not less than ninety (90) days prior to the date of cancellation...".

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4062896, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CITY OF CHARLESTON, SC, dated April 01, 2020.

SAFETY NATIONAL CASUALTY CORPORATION

[Signature]
Secretary

[Signature]
President
ENDORSEMENT

SAME COMMUNICABLE DISEASE - AGGREGATE ONLY AND SPECIFIC AND AGGREGATE EXCESS

Effective 12:01 A.M., Local Time, April 01, 2020

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Definitions section of the Agreement shall be revised as follows:

1. Paragraph (5) shall be revised to include the following:

   With respect to bodily injury caused by the Same Communicable Disease, Occurrence shall mean an accident or a series of related events having a detectable common source of causation at the workplace, that results in bodily injury to two or more Employees who are infected with the Same Communicable Disease, which infection is manifested during the Liability Period of this Agreement.

2. Paragraph (8) shall be added and shall read as follows:

   "Same Communicable Disease" – shall mean specifically diagnosed infectious disease caused by an Infectious organism which is transmitted from one source to another, directly or indirectly, which is the same proximate cause of bodily injury to each infected Employee.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4062896, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CITY OF CHARLESTON, SC, dated April 01, 2020.

SAFETY NATIONAL CASUALTY CORPORATION

[Signatures]

Secretary

President
ENDORSEMENT

FOREIGN VOLUNTARY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY - INCLUDING ENDEMIC DISEASE

Effective 12:01 A.M., Local Time, April 01, 2020

SECTION 1. SCOPE OF INSURANCE

A The insurance afforded by this Agreement also applies to Employees, as defined in Section 2 of this Endorsement, who are employed to work at locations within the following country or countries:

anywhere in the world outside the United States or United States possessions and territories, except Countries or areas of Countries that are assigned a Travel Advisory Ranking at the time of travel that is either Level 3: Reconsider Travel or Level 4: Do Not Travel, as shown on the Travel.State.Gov website of the US Department of State – Bureau of Consular Affairs.

B Benefits payable under this Endorsement are the same as those that would be payable if the Employees in question were subject to the Worker’s Compensation Law of the following State or States: SOUTH CAROLINA

C Benefits payable under this Endorsement shall include repatriation expense in an amount up to $ 25,000 with respect to any one Employee and as otherwise subject to the CORPORATION'S Foreign Voluntary Endorsement Limit of Liability for Coverage B – Employer’s Liability.

D The CORPORATION'S Foreign Voluntary Endorsement Limit of Liability for Coverage B – Employer’s Liability is limited to $ 100,000 and applies in excess of the Self-Insured Retention Per Occurrence.

SECTION 2. EMPLOYEES COVERED

A It is agreed that the insurance provided by this Agreement also applies to those Employees of the EMPLOYER who are hired or assigned by the EMPLOYER to work at locations within the country or countries not excluded in this Endorsement.

B This insurance, with respect to any such Employee, shall attach from the moment such Employee is hired or assigned for such work and shall cease from the moment the employment or assignment for such work is terminated. If the Employee has been hired in the United States of America, coverage continues after termination of employment until the Employee returns to the United States of America or for a reasonable period of time for the opportunity to return to the United States of America, unless termination of employment is due to the Employee's resignation.

C This insurance shall not apply to persons other than citizens or residents of the United States of America within the country or countries stated in this Endorsement except as stated herein: NONE

D The benefits payable hereunder shall also be deemed payable to or for an Employee who contracts an endemic disease, providing that such disease shall have manifested itself within thirty (30) days from the moment such Employee's employment or assignment for such work is terminated.
ENDORSEMENT (CONTINUED)

All other terms, conditions, agreements and stipulations remain unchanged.

 Attached to and forming a part of Excess Workers’ Compensation and Employers’ Liability Insurance Agreement No. AGC4062896, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CITY OF CHARLESTON, SC, dated April 01, 2020.

SAFETY NATIONAL CASUALTY CORPORATION

[Signature]
Secretary

[Signature]
President
ENDORSEMENT

CONTRACTUAL WAIVER OF SUBROGATION ENDORSEMENT

Effective 12:01 A.M., Local Time, April 01, 2020

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

The RECOVERY FROM OTHERS section of this Agreement shall recognize any "waiver of subrogation" executed by the EMPLOYER, provided:

(1) The EMPLOYER has specifically agreed, by written contract, to grant such "waiver of subrogation";

(2) Upon execution of a contract granting a "waiver of subrogation", the EMPLOYER submits written notification to the Company of such grant to a third party;

(3) The Occurrence to which a "waiver of subrogation" would apply, is subsequent to the execution of the contract granting a "waiver of subrogation"; and,

(4) Such RECOVERY FROM OTHERS section shall be waived only to the extent of the actual terms, conditions and legality of the executed "waiver of subrogation".

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability insurance Agreement No. AGC4062896, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CITY OF CHARLESTON, SC, dated April 01, 2020.

SAFETY NATIONAL CASUALTY CORPORATION

[Signature]
Secretary

[Signature]
President
ENDORSEMENT

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE

Effective 12:01 A.M., Local Time, April 01, 2020

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers’ compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.


2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:
   a. The act is an act of terrorism
   b. The act is violent or dangerous to human life, property or infrastructure.
   c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
   d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "Insured Loss" means any loss resulting from an Act of Terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

4. "Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.
Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
   a. $100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
   b. $120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
   c. $140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
   d. $160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
   e. $180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
   f. $200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed $100,000,000,000.

3. The premium charge for the coverage your policy provides for Insured Losses is included in the "Deposit Premium for the Payroll Reporting Period" shown on the Declarations Page. The portion of your premium that is attributable to coverage for Insured Losses is 0.5%.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers’ Compensation and Employers’ Liability Insurance Agreement No. AGC4062896, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CITY OF CHARLESTON, SC, dated April 01, 2020. Endorsement No. 1061 15 0519 (XWC)

SAFETY NATIONAL CASUALTY CORPORATION

[Signature]
President

[Signature]
Secretary
ENDORSEMENT

INCIDENTAL MARITIME COVERAGE ENDORSEMENT

Effective 12:01 A.M., Local Time, April 01, 2020

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

The coverage afforded by Employers' Liability Laws, as specified in this Agreement, shall include Loss on account of bodily injury to a master or member of the crew of a vessel as a result of work incidental to an Employee's normal duties, subject to the following additional provisions:

This coverage does not include:

1. Loss covered by a Protection and Indemnity Policy or similar policy issued to the EMPLOYER or for the EMPLOYER's benefit. This exclusion applies even if the other policy does not apply because of an other insurance clause, deductible or limitation of liability clause, or any similar clause.

2. Loss resulting from EMPLOYER's duty to provide transportation, wages, maintenance and cure.

This endorsement is provided hereunder due to the CORPORATION's reliance upon the EMPLOYER's warranty of no known MARITIME ACT exposure.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4062886, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CITY OF CHARLESTON, SC, dated April 01, 2020.

SAFETY NATIONAL CASUALTY CORPORATION

[Signatures]

Secretary

President
SAFETY NATIONAL CASUALTY CORPORATION

PRIVACY STATEMENT

Our Commitment To Our Customers
Safety National Casualty Corporation ("Safety National") is proud to have provided quality products and services to its customers for over 50 years. We greatly appreciate the trust that you and all of our customers place in us. We protect that trust by respecting the privacy of all of our customers, both present and past. The following will explain our privacy practices so that you will understand our commitment to your privacy.

We Respect Your Privacy
When you apply to Safety National for any type of insurance, you disclose information about you to us. The collection, use and disclosure of such information is regulated by law. Safety National and its affiliates maintain physical, electronic and procedural safeguards that comply with state and federal regulations to guard your personal information. Our employees are also advised of the importance of maintaining the confidentiality of your information.

Types Of Information We Collect
Safety National obtains most of our information directly from you, your agent or broker. The application you complete, as well as any additional information you provide, generally gives us most of the details we need to know. Depending on the nature of your insurance transaction, we may need further details about you.

We may obtain information from third parties, such as other insurance or reinsurance companies, medical providers, government agencies, information clearinghouses and other public records. We may also obtain information about you from your other transactions with us, our affiliates or others.

What We Do With Your Information
Information that has been collected about you will be retained in our files. We will review your information in evaluating your request for insurance coverage, determining your rates or underwriting risk, servicing your policy or adjusting claims. We may retain information about our former customers and would disclose that information only to affiliates and to non-affiliates as described in this notice or as otherwise permitted by law.

To Whom Do We Disclose Your Information
We will not disclose any non-public, personal information about our customers or former customers, except as permitted by law. That means we may disclose information we have collected about you to the following types of third parties:

- Our affiliated companies (Members and subsidiaries of the Tokio Marine Holdings, Inc. group of companies).
- Your agent or broker.
- Parties who perform a business or insurance function for Safety National, including reinsurance, underwriting, claims administration or adjusting, investigation, loss control and computer systems companies.
- Other insurance companies or agents as reasonably necessary concerning your application, policy or claim.
- Insurance regulatory or statistical reporting agencies.
- Law enforcement or governmental authorities in connection with suspected fraud or illegal activities.
- Authorized persons as ordered by subpoena, warrant or court order, or as required by law.

We do not disclose any non-public, personal information about you to non-affiliated companies for marketing purposes or for any other purpose except those specifically allowed by law and described above.

Independent Sales Agents or Brokers
Your policy may have been placed with us through an independent agent or broker ("Sales Agent"). Your Sales Agent may have gathered information about you. The use and protection of information obtained by your Sales Agent is their responsibility, not Safety National’s. If you have questions about how your Sales Agent uses or discloses your information, please contact them directly.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Mindy Sturm DEPT. Executive-MOCYF
SUBJECT: AMERICORPS VISTA RENEWAL GRANT ACCEPTANCE
REQUEST: Approval to accept the renewal grant for VISTA, which will allow us to provide up to 25 VISTA member slots to Charleston non-profits, and to receive 2 VISTA Leaders to serve in MOCYF

COMMITTEE OF COUNCIL: W&M DATE: 3/9/2021

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

- Corporate Counsel
  - Yes
  - N/A
  - Signature of Individual Contacted
  - Attachment
- Cap. Proj. Cmte. Chair
  - Yes
  - N/A
- Executive Director
  - Yes
  - N/A
- Grants Manager
  - Yes
  - N/A

FUNDING: Was funding previously approved? Yes No

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

Balance in Account: _______ Amount needed for this item: _______

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

NEED: Identify any critical time constraint(s).

CFO's Signature: ____________________________

FISCAL IMPACT:
There is no match required for the City- per the terms of the grant, we provide the cost share funding amount through Site Fees received from participating organizations.

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.
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE
AmeriCorps VISTA

MEMORANDUM OF AGREEMENT

Between

City of Charleston, MOCYF
75 Calhoun Street, Suite 3700
Charleston, SC 29401-2901
EIN: 576000226
DUNS Number: 077990786

and

Corporation for National and Community Service
South Carolina State Office
Corp. for National and Community Service
250 E Street SW
Washington, DC 20525-3249

Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, the "Act"

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as "CNCS"; and 2) City of Charleston, MOCYF, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to twenty-seven (27) AmeriCorps VISTA members and up to zero (0) Summer Associates to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be cost-shared between CNCS and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to $70,680.00 to cost-share up to five (5) AmeriCorps VISTA member(s) and up to zero (0) Summer Associates and the assignment of up to twenty-two (22) AmeriCorps VISTA members(s) and up to zero (0) Summer Associates supported by CNCS. The Sponsor's cost-share of up to five (5) VISTAs and Summer Associates is subject to annual review and renewal. The final numbers of AmeriCorps VISTA members and/or Summer Associates placed may be less than the number listed above due to considerations, such as those related to the management, resources and budget of the VISTA program. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in the linked Provisions.

This Agreement shall become effective on the date of 02/28/2021 or the execution of this Agreement, whichever is later. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement and the linked Provisions. Activity on the project shall be deemed to have begun on 02/28/2021 and shall end thereafter on 02/26/2022, unless terminated sooner by either or both of the parties.

Click below to view:
General Provisions of the Cost Share MA
In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and Corporation for National and Community Service staff must sign the Memorandum of Agreement even though single signatures only are required for grant agreements.)

**Sponsor**

Electronically  
Signed By: Sturm, Melinda Jean  
Title: Director  
Date: 22-FEB-21  
City of Charleston, MOCYF  
Address: 75 Calhoun Street, Suite 3700  
Charleston, SC 29401-2901  
Phone: (843) 965-4190  
Sponsor Location Code Number: 61217  
Sponsor UEI Number:  
Sponsor DUNS Number: 077990786

**Corporation for National and Community Service**

Electronically  
Signed By:  
Title:  
Date:  
Corporation for National and Community Service  
Address: South Carolina State Office  
Corp. for National and Community Service  
250 E Street SW  
Washington, DC 20525-3249  
Phone: 202-815-4971
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Ed Dolezal / Stacy Willis DEPT. Parks - Capital Projects
SUBJECT: CPD FORENSIC SERVICES BUILDING INCREASE TO P16154 FOR RE-CONFIGURATION OF CRIME SCENE WORKSTATIONS
REQUEST: Approval to increase P16154 with PMC Commercial interiors in the amount of $4,289.00 to furnish certain materials and necessary labor to complete the user requested re-configuration of the Crime Scene workstations.

COMMITTEE OF COUNCIL: Wears and Mene DATE: March 9, 2021

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

Yes □ No □ Signature of Individual Contacted □ Attachment □
CPR Committee Chair □ WNA □
Corporate Counsel □
Capital Projects Director □
MBE Manager □

FUNDING: Was funding previously approved? Yes □ No □ N/A □
If yes, provide the following: Dept/Div: Parks-Capital Projects Acct #: 051446-52725
Balance in Account $4,289.00 Amount needed for this item $4,289.00
Project Number CP1617

NEED: Identify any critical time constraint(s).

CFO’s Signature: Amy Wharn

FISCAL IMPACT: Approval to increase P16154 will increase the PO amount by $4,289.00 (from $182,930.00 to $189,219.00) of the $12,392,155.00 project budget. Funding sources for this project are: 2015 IPRB ($7,352,186.00) and 2017 IPRB ($5,000,000.00)

Mayor’s Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/PROOFED (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.
Capital Projects Purchase Request Form

Project Manager: Ed Boineat
Date: February 12, 2021

Signature of PM

CP1617 Police Forensic Services

Project: 
(Number) (Name)

Type of Purchase: ☑ CONSTRUCTION (state contract #4400018294)
☐ ADMINISTRATIVE

Company Name
PMC Commercial Interiors

Description:
Re-configure the workstations in the Crime Scene unit as requested by the user (CPD). A copy of the proposal is attached dated 2/22/2021

Division/Object Account Code (From Project Budget)

Amount: $ 4,269.00 ☑ Lump Sum
☐ Not – to – Exceed

Required Date: (identify any critical time constraints)

Supporting Documentation/Attachments:
Construction: Contractor Quotes (as required) or Sole Source Justification

Director of Capital Projects
Approved ☐ Disapproved ☐ Signature: [Signature]
Date: 2/12/21

Capital Projects Administrator

Reference number to be placed on all invoices associated with this request:

A copy of this form is returned to the Project Manager with purchase reference number annotated above. The referenced number must be included on the invoice for payment to be processed.

ADMIN USE ONLY:
Vendor # BP: CA/PR:
PMC Commercial Interiors, Inc.
1834 Summerville Avenue
Suite 100
Charleston, SC 29405

PRIMARY CONTACT
Judy Gordon
(843) 556-7270
GORDON.J@charleston-sc.gov

BILL TO
City of Charleston
PO Box 863
Charleston SC 29402-0863
United States

SHIP TO (INSTALL AT)
City of Charleston
Judy
1975 Bees Ferry Rd
Charleston SC 29407
United States

SITE/INSTALL CONTACT
Please let us know who our site contact will be.

<table>
<thead>
<tr>
<th>ID#</th>
<th>ITEM NUMBER</th>
<th>PRODUCT DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>EXTENDED</th>
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<td>Compose, Single Tile, 32&quot;Wx30&quot;H, Painted, Std Core, No Tech</td>
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<td>Tag: COMPOSE, PANEL, 6042HN</td>
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<td>5</td>
<td>ZZFP-3000-PNEF</td>
<td>Compose Worksurface Support P Leg, Steel 30&quot;D</td>
<td>4</td>
<td>$124.34</td>
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Total $4,269.00
Deposit (50%) $2,134.50
Expires: MAR 13, 2023

Liz McGayhe | Account Manager
liz.mcgayhe@pmc-works
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<td>ZZFS-1200-LNEJ</td>
<td>Worksurface Support Panel, Compose, 12In.W,Lam,3mm Edgeband Top H-3J GRAPHITE GRD A HP-3J GRAPHITE GRD A</td>
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<td>Tetra Bracket, used to connect end panel to worksurface</td>
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<td>Compose,Wall Mount,Fits All Heights</td>
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<td>SPLY-3579</td>
<td>Markerboard,Wall-Mount,Adaptable 22In. X 66In.,Spcl,W,Hgt</td>
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<td>$171.77</td>
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<td>DESIGN</td>
<td>Quoted Design Fees for identified Project Scopt for workstation reconfiguration</td>
<td>1</td>
<td>$340.00</td>
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<td>14</td>
<td>PMFW</td>
<td>Receive, inspect and store above quoted product for up to 30 days at no charge.</td>
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<td>$0.00</td>
<td>$0.00</td>
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<td>15</td>
<td>LABOR QUOTED</td>
<td>Scope of Work Performed During Normal Business Hours: RECONFIGURE (4) WORKSTATIONS</td>
<td>1</td>
<td>$1,760.50</td>
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Quote | Page 2 of 4
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<td>• Deliver/install during STANDARD business hours</td>
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<td>Mon Fri</td>
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<td></td>
<td></td>
<td>• Space clear and ready for install (construction complete)</td>
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<tr>
<td></td>
<td></td>
<td>• Access to loading dock and elevator no stair carry</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Accommodates 26' truck size</td>
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<tr>
<td></td>
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<td>• No special safety requirements or security clearance needed</td>
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<td></td>
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<td>• Data, electrical, computer and monitor connections provided by others</td>
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</table>

Subtotal                                           $4,089.92  
Tax                                                $170.08    
Total                                              $4,269.00  
Deposit Required                                   $2,134.50  

Terms:  
No merchandise may be returned for credit without our consent. PMC has the right to retain security interest in the above merchandise to secure the payment of the purchase price (including interest, collection, and attorney’s fees). A 3% administrative charge will be applied to purchases and customer deposits paid by credit card.

Accepted by:                                          
Signature:                                           
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Steve Kirk / Stacy Willis DEPT. Stormwater Management
SUBJECT: SPRING/FISHBURN DRAINAGE IMPROVEMENT PROJECT PHASE 4 WETWELL AND OUTFALL - CHANGE ORDER #6
REQUEST: Approval of Change Order #6 to the Construction Contract with Conti Enterprises, Inc., for a resolution to a claim that Conti submitted for soils disposal resulting in a net cost of $427,168.75, which will result in a $0.00 change order using the Owner's Cash Contingency Allowance. This change order also includes a $100,000 credit for a reduction in outfall H-pile length.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 9, 2021

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

<table>
<thead>
<tr>
<th>CPR Committee Chair</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<tr>
<td>Corporate Counsel</td>
<td></td>
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<tr>
<td>Dir. of SW Management</td>
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<tr>
<td>MBE Manager</td>
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FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]
If yes, provide the following: Dept/Div SW Mgmt-Project Mgmt Acct # 050359-58240
Balance in Account $0.00 Amount needed for this item $0.00

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval of Change Order #6 will obligate $0.00 of the project budget. Costs for the Change Order ($427,168.75) will come from the approved OCCA of $2,000,000.00 (balance of OCCA for the project is $1,385,580.21.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK’S AGENDA MEETING.
PROJECT: SPRING/FISHBURNE US 17 DRAINAGE IMPROVEMENT PROJECT DIVISION II– PHASE 4

CONTRACTOR: CONT ENTERPRISES, INC. 

CHANGE ORDER NO.: 06

1. Description of the Change Order:
   a. Excavated Materials Disposal
      i. The Measurement and Payment description for Pay Item #17 (Contaminated Waste Disposal) is changed pursuant to the attached document, titled "Measurement and Payment." The unit rate remains unchanged and the contract quantity is reduced to 100 tons.
      ii. Pay Item #18 (Soil Disposal) shall be amended to read as follows:
          1. The title is changed to Excavated Materials Disposal and covers all costs, including but not limited to, testing, excavation, loading, hauling, disposal, and all other associated costs of any and all material required to be excavated from the project site and requiring offsite disposal up to a maximum of 49,000 tons, excluding excavated material required to be disposed in a Subtitle C Hazardous Waste Landfill (Pay Item #17). Pay Item #18 (Excavated Material Disposal) is a lump sum payment of $1,425,000.00. All previous payments to the Contractor under Pay Item #17 and Pay Item #18 are to be deducted from Pay Item #18. Upon execution of this change order, the Contractor retracts its Notice of Claim—Contaminated Waste Disposal against the Owner in Letter CON-COC-001. The quantities (45,125 tons) and unit rate ($14.25/ton) for Pay Item #18 stated in the contract are no longer valid.
   b. A deductive modification of $100,000.00 to Pay Item #3 (Outfall Piles) shall be made to account for the reduction in required length of the Outfall H-piles. The new Lump Sum payment for Pay Item #3 is $2,650,000.00.
   c. Contractor shall submit an updated Schedule of Values per Section 01320 of the Contract to reflect cost modifications contained herein.
   d. Contractor shall be permitted to perform a limited number of Extra Shifts in accordance with the letter from the City of Charleston titled "Permission to Perform Temporary Extra Shift Work" dated 17 February 2021. The Contractor shall abide by all the requirements as stated in the letter or permission to perform the Extra Shift work may be revoked by the Owner at the Owner's sole discretion.

2. Adjustments to the Contract Amount:

   Original Contract Amount .................................................. $ 51,933,757.00
   Change by Previously Approved Change Orders ....................... $ 0.00
   Contract Amount prior to this Change Order ......................... $ 51,933,757.00
   Amount of this Change Order ........................................... $ 0.00
   New Contract Amount, including this Change Order .................. $ 51,933,757.00

3. Adjustments in Contract Time:

   Original Date for Substantial Completion .......................... 25 June 2022
   Change in Calendar Days by Previously Approved Change Orders ... 67 Days
   Change in Calendar Days for this Change Order ..................... 0 Days
   New Date for Substantial Completion .................................. 31 August 2022
   No Excuse Bonus Completion Date ...................................... 25 June 2022

4. Amount of this Change Order performed by MBE .......................... $ 0

5. By executing this Change Order, the City of Charleston and the CONTRACTOR agree that the above items will be incorporated into the work at the price as noted above. The CONTRACTOR further agrees that the price quoted above includes all costs, both direct and indirect, and that the CONTRACTOR, in accordance with the terms of the Contract, specifically waives its right, if any, to any additional adjustments, including but not limited to, adjustment arising out of delays or disruptions or both caused by this change. This Change Order shall not alter any other provisions of the contract documents except as stated above. The City of Charleston and the CONTRACTOR recognize that this Change Order results from the compromise of a dispute regarding the interpretation and application of the Contract to the scope of work.

8-21-07
described herein. The City of Charleston and the CONTRACTOR are hereby entering into this Change Order to avoid further negotiation and/or litigation of the dispute. As such, this Change Order shall not be an admission with respect to either party of the proper interpretation or application of the Contract to future disputes between them, if any. Nothing in this Change Order shall establish a course of performance of the Contract or be utilized in interpreting the remainder of the contract documents.

Davis & Floyd
Engineer

3229 W. Montague Ave.
North Charleston, SC 29418

Address

Conti Enterprises, Inc.
Contractor

135 Lockwood Dr.
Charleston, SC 29403

Address

City of Charleston
Owner

2 George St
Charleston, SC 28401

Address

____________________________
Signature

____________________________
Signature

By: Michael Sutton
Date: 2/25/2021

By: Kerry O. Kennedy
Date: 02/23/2021

By: ________________________
Date: ________________________
**Measurement and Payment**

Paragraph 2.18 from Section 01025, Measurement and Payment, is deleted in its entirety and is replaced with the following:

2.18 (Pay Item 17) **Contaminated Waste Disposal**:

The Unit Price Bid for Contaminated Material Disposal shall include the costs associated with the additional work specified for excavation, dewatering, hauling in approved vehicles, temporary stockpiling, ground and stockpile covering, protecting uncontaminated materials on the site, sampling, and testing of materials to be removed from areas designated as containing materials requiring disposal in a Subtitle C Hazardous Waste Landfill as per SCDHEC regulations.

This unit price shall also include the costs associated with the disposal of all materials classified as requiring disposal in a Subtitle C Hazardous Waste Landfill as per SCDHEC regulations and as specified or directed and includes loading; hauling the contaminated material in approved vehicles; disposing of it at an approved Subtitle C Hazardous Waste Landfill; and all materials, labor, equipment, tools, supplies, and incidentals necessary to complete the work in accordance with the Plans and Specification, the approved US Army Corps of Engineers permit, the approved US Army Corps of Engineers Work Plan, and other terms of the Contract.

Measurement of the Contaminated Waste Disposal pay item shall be in tons as measured by lift tickets from certified scales provided by the permitted disposal site. Contractor shall ensure trucks are completely emptied of all excavated material placed in the truck at the permitted disposal site prior to leaving the permitted disposal site. Excavated material remaining in the trucks upon leaving the permitted disposal site will not be paid for.

Paragraph 2.19 from Section 01025, Measurement and Payment, is deleted in its entirety and is replaced with the following:

2.19 (Pay Item 18) **Excavated Material Disposal**:

Payment for Excavated Material Disposal shall be a Lump Sum based on the negotiated rate in Change Order #6 and shall include the costs associated with the additional work specified for excavation, dewatering, hauling in approved vehicles, temporary stockpiling, ground and stockpile covering, protecting uncontaminated materials on the site from contaminated materials, sampling, and testing of any and all excavated materials to be removed from the project site not requiring disposal in a Subtitle C Hazardous Waste Landfill as per SCDHEC regulations.

This lump sum price shall also include the costs associated with the disposal of all materials not requiring disposal in a Subtitle C Hazardous Waste Landfill as per SCDHEC regulations and as specified or directed and includes loading; hauling the material in approved vehicles; disposing of it at an approved site; and all materials, labor, equipment, tools, supplies, and incidentals necessary to complete the work in accordance with the Plans and Specification, the approved US Army Corps of Engineers permit, the approved US Army Corps of Engineers Work Plan, and other terms of the Contract.

Measurement of the Excavated Material Disposal shall be in tons as measured by lift tickets from certified scales provided by the permitted disposal site. Contractor shall ensure trucks are completely emptied of all excavated material placed in the truck at the permitted disposal site prior to leaving the permitted disposal site. Excavated material remaining in the trucks upon leaving the permitted disposal site will not be paid for.

8-21-07
Project: Spring/Fishburne US 17 Drainage Improvement Project Division II (Phase 4)

Contract Date: February 12, 2019

Owner Project Number: NA

NATURE OF THE CHANGES

Description: Pay Item #3 has been reduced by $100,000.00 to account for a reduction in H-pile length required to be installed. Pay Item #17 (Contaminated Water Disposal) has been reduced in quantity. Pay Item #18 (Soils Disposal) has been changed to a lump payment of $1,425,000.00 for up to 49,000 tons of material.

SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>Labor:</th>
<th>$0.00</th>
<th>Material:</th>
<th>$0.00</th>
<th>Equipment:</th>
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<td>Sub ():</td>
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<td>Utility ():</td>
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<td>Contractor Fee:</td>
<td>$427,168.75</td>
<td>Total:</td>
<td>$427,168.75</td>
</tr>
</tbody>
</table>

CHANGES TO OWNER’S CONTINGENCY CASH ALLOWANCE

Owner’s Contingency Cash Allowance, Bid Item 3, Original Amount: $2,000,000.00

Previously Approved OCCA to Date: $177,241.04

Approved OCCA with this Form: $427,168.75

Remaining OCCA: $1,395,590.21

Additional Pending OCCA Items: $0.00

Not valid until signed by the Owner, Contractor, and Engineer.

Signed: [Signature]

Print: [Signature] [Signature]

Title: Regional Manager Project Manager

Date: 02/13/2021 2/25/2021

Owner: City of Charleston

Contractor: Conti Enterprises, Inc.

Engineer: Davis & Floyd

2 George St, Suite 2100 135 Lockwood Blvd 3229 W Montague Ave

Charleston, SC 29401 Charleston, SC 29403 North Charleston, SC 29418
Kerry Kennedy
Conti Enterprises, Inc.
135 Lockwood Drive
Charleston, SC 29403

17 February 2021

RE: Permission to Perform Temporary Extra Shift Work

Mr. Kennedy:

In recognition of the negotiated settlement between the City of Charleston (Owner) and Conti Enterprises, Inc. (Contractor) of the disputed soil disposal costs, and to clarify and improve the scheduled Substantial Completion date of the Work, the Owner and the Contractor have determined that the Contractor will be permitted to perform Extra Shifts for a finite period of time, as defined below, with the Owner paying the costs of the additional necessary inspections. The Contractor recognizes that the Owner will be incurring costs above and beyond those anticipated had the Contractor confined the work hours to those stated in the contract documents, but that the additional work hours and costs are for the benefit of the project.

The permission to perform Extra Shift work is contingent upon the Contractor’s signature on the final Change Order #6 document.

The below items have been agreed to by both parties.

Work Shifts:

- The first shift shall continue to be Monday through Friday, 7:00 AM to 5:30 PM.
- The second shift shall be Monday through Friday
  - 8:00 PM to 6:30 AM or
  - 6:00 PM to 4:30 AM

Department of Stormwater Management • 2 George Street • Charleston, South Carolina 29401
Tel: (843) 724-3754 • Fax: (843) 973-7251
The time of the second shift will be dependent on the nature of the work as determined by the most recent 4 Week Look Ahead schedule, subject to proper written or electronic notification by the Contractor to the CEI team (see inspection Scheduling and Notification section below).

- The Saturday shift shall be 8:00 AM to 4:30 PM, hours subject to adjustment by the Owner due to responses (or lack thereof) from citizens, at the Owner’s sole discretion.
- The second shifts and Saturday shifts shall be collectively known as Extra Shifts.
- No Sunday work, either production work or maintenance work, will be permitted.
- No production work or Extra Shifts on City-designated Holidays will be permitted.
- Starting 5 April 2021, the Contractor will be allowed to start Extra Shift work.
- The Owner has agreed to pay for the inspection work for 120 Extra Shifts.
  - Extra Shifts shall only be for work in the Wetwell/Headbox/Pump Station area.
  - Any work in the Outfall outside of the first shift work hours (7AM to 5:30PM), not including large concrete placements, shall be negotiated separately and approved on a case-by-case basis.
- It is expected that the Contractor will work the 120 Extra Shifts consecutively, within reason.
- Contractor acknowledges that Extra Shifts shall only be used prior to the Contractual Substantial Completion date and no contract extensions will be granted as a result of these Extra Shifts.

Anticipated work:

- The following work activities are permissible activities as part of this agreement. Additional constraints as stated in this and other sections shall apply to these and all other activities:
  1. Installation of concrete forms
  2. Stripping of concrete forms
  3. Installation of rebar
  4. Placement of concrete
  5. Materials handling and staging as directly related to the activities stated above, with exceptions noted for use of equipment and working hours
  6. Removal of wetwell bracing, with exceptions noted for use of equipment
- The following work activities will be determined on a case-by-case basis, at the Owner’s sole discretion, and will be continually evaluated. Additional constraints as stated in this and other sections shall apply to these and all other activities:
  1. Work within the Lockwood Drive Access Shaft
  2. All work at the surface that produces loud noises and requires the use of equipment (other than the Sany crane and light plants). At a minimum, this work shall be concluded by 9:00 PM and cannot be restarted until the beginning of the next scheduled day (first) shift or Saturday shift.
  3. Backfilling operations

Inspection Scheduling:

- Inspectors shall be required onsite for all Extra Shift work to monitor Contractor activity and document noise and lighting.
- Inspector time will be debited as one full Extra Shift.
• The Contractor shall provide a minimum 72-hour notice (not including weekends) of working Extra Shifts.
• The Contractor shall provide a minimum 24-hour cancellation (not including weekends) of work or Contractor shall be charged for the full shift time of the inspectors that were assigned, with exceptions made for inclement weather.

Noise Control:
• Both parties recognize that continued Extra Shift work will depend on, among other things, the ability to mitigate construction noise as much as practical. Minimization of noise shall be performed by the Contractor at the Contractor’s expense.
• Backing up of equipment shall be minimized.
• No significant noise-producing activities such as pile driving, sheet pile removal, lift gate banging, deliveries (excluding concrete), etc. shall be permitted during the second shift.
• Contractor shall continually inspect all noise suppressing devices on equipment to ensure their proper function.
• Contractor shall address noise control nightly with crews and subcontractors during the pre-shift Take 5 meetings.

Lighting:
• Contractor shall orient and maintain all lights down toward the ground, Wetwell, or Outfall work areas; away from adjacent buildings; away from rights-of-way; and to be within the project limits.
• Light plants will be permitted at the entrance and exit only during active concrete delivery times and these shall be directed down toward the ground, away from the rights-of-way, and directly on the travel way.
• Contractor shall use hoods or other light-directing devices on the light plants to further direct the light.
• Lighting within the cofferdams is encouraged with all lighting being directed to stay within the work areas in the cofferdams.
• Lighting shall be shut down when not directly in use or when not anticipated to be used for more than an hour.

Public Outreach/Notification:
• One week prior to starting Extra Shift work, Contractor shall communicate with Charleston Fire Department and Charleston County EMS to inform them of the anticipated Extra Shift work and discuss emergency response.
• Contractor shall continue to produce and send out the bi-weekly notification emails informing local residents and businesses of the upcoming Extra Shift work. The initial notification shall be coordinated with the Owner at least one week ahead of the anticipated start date of the Extra Shift work to be able to coordinate possible communication from the Owner’s Public Information Office.
• Contractor shall continue to provide a 24-hour contact number for responsible Contractor personnel in case of any complaints. All complaints shall be investigated by the Contractor and
reviewed with the Owner. The Contractor shall propose potential corrective actions to be reviewed with the Owner and implemented as directed by the Owner at the Contractor’s expense.

The City of Charleston looks forward to the successful completion of this project and continued improvement to the city’s drainage and flood control. If you have any questions, please contact Steve Kirk, the Senior Engineering Project Manager at kirk@charleston-sc.gov.

Respectfully,
THE CITY OF CHARLESTON

Matthew Fountain (Feb 17, 2021 14:42 EST)
Matthew Fountain, PE, PG
Director, Department of Stormwater Management

CC: Steven A. Kirk, PE, City of Charleston
    Michael Sutton, PE, Davis + Floyd
    Jacob Everhart, PE, Davis + Floyd
    Moraud Roudsari, Conti Enterprises, Inc.
Letter FINAL extra shift work 20210217

Final Audit Report

Created: 2021-02-17
By: Steve Kirk (kirks@charleston-sc.gov)
Status: Signed
Transaction ID: CBJCHBCAABAAHUsrnD-mt99QQPXiId4y6lF1vgqf3XE

"Letter FINAL extra shift work 20210217" History

Document created by Steve Kirk (kirks@charleston-sc.gov)
2021-02-17 - 5:39:54 PM GMT - IP address: 174.245.224.116

Document emailed to Matthew Fountain (fountainm@charleston-sc.gov) for signature
2021-02-17 - 5:40:40 PM GMT

Email viewed by Matthew Fountain (fountainm@charleston-sc.gov)
2021-02-17 - 7:41:02 PM GMT - IP address: 162.205.147.192

Document e-signed by Matthew Fountain (fountainm@charleston-sc.gov)
Signature Date: 2021-02-17 - 7:42:52 PM GMT - Time Source: server - IP address: 162.205.147.192

Agreement completed.
2021-02-17 - 7:42:52 PM GMT
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Luther T. Reynolds DEPT. Police Department
SUBJECT: LAW ENFORCEMENT ASSISTANCE AND SUPPORT AGREEMENT
REQUEST: Approve attached Law Enforcement Assistance and Support Agreement with the York County Sheriff's Office.

COMMITTEE OF COUNCIL: __________________________ DATE: __________________________

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

Chief of Police Yes N/A Signature of Individual Contacted Attachment X
Corporation Counsel X 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.
STATE OF SOUTH CAROLINA )
) LAW ENFORCEMENT
) ASSISTANCE AND SUPPORT AGREEMENT
COUNTY OF YORK )

This agreement is made and entered into this _______ day of ______________, 2019, by and between the CITY OF CHARLESTON POLICE DEPARTMENT, 180 Lockwood Drive, Charleston, S.C. 29403 and the YORK COUNTY SHERIFF’S OFFICE, 1675-2A York Highway, York, S.C. 29745.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 23-20-10, et seq., provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines;

WHEREAS, the CITY OF CHARLESTON POLICE DEPARTMENT desires to enter into such an agreement with the YORK COUNTY SHERIFF’S OFFICE for the purposes of securing to each other the benefits of mutual aid in the event of natural disaster, disorder, special events, emergency situations, and any other law enforcement activities;

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties; and

WHEREAS, during these activities, it is possible that law enforcement officers will respond to, become involved with, and/or deal with emergency situations, civil disorders, arrests, natural or manmade disasters, pursuits of criminal suspects, location of missing persons, criminal investigations, and/or any other matter handled by law enforcement, and the requesting agency desires replying agency’s officers to have lawful authority and jurisdiction to respond to, become involved with, and/or deal with these or any other situations which may arise during the presence of responding agency’s officers in the requesting agency’s jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is the intent of the parties to share jurisdiction under this written Agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and the statutes of this State, officers assigned under the Agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges outside his resident jurisdiction for the purpose of investigation, arrest, or any other activity related to the criminal activity for which the agreement is drawn. This Agreement is in no way intended to effect any other multi-jurisdictional agreement(s) which may exist between the agencies. The assistance to be rendered pursuant to this Agreement shall solely involve responding law enforcement officers from one party’s jurisdiction to the other. When so responding, such law enforcement officers shall have all powers and authorities of law

Page 1 of 5
enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

A. Emergency Situations;
B. Civil Disorders;
C. Natural or Manmade Disasters;
D. Mass Processing of Arrests;
E. Transporting of Prisoners;
F. Operating Temporary Detention Facilities & Housing Inmates;
G. Arrests;
H. Pursuits of Criminal Suspects;
I. Location of Missing Persons;
J. Traffic Control and Safety;
K. Criminal Investigations; or
L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

A. Request. A request for assistance shall only be made by the Chief of the City of Charleston Police Department, or his/her designee, or the Sheriff of York County, or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.

B. Reply. A reply to any request for assistance shall only be made by Chief of the City of Charleston Police Department, or his/her designee, or the Sheriff of York County, or his/her designee. If the request is
C. **Officer in Charge.** The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.

D. **Release.** The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. **PERSONNEL, COSTS AND RECORDS**

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

6. **REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT**

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

7. **COMPENSATION**
This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8.  INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

9.  EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. MODIFICATION OR AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. SEVERABILITY

Should any part of this Agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

13. BINDING SUCCESSORS IN OFFICE

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

14. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

15. TERMINATION
This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

16. TERM AND RENEWAL

This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

17. USE OF EQUIPMENT AND FACILITIES

Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

YORK COUNTY SHERIFF'S OFFICE

Kevin R. Tolson, Sheriff
York County Sheriff's Office

Witness

CITY OF CHARLESTON

Luther T. Reynolds, Chief
CITY OF CHARLESTON POLICE DEPARTMENT

Witness

John J. Tecklenburg, Mayor
CITY OF CHARLESTON

Witness
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Fire Chief Daniel Curia
DEPT. Fire
SUBJECT: CHARLESTON FIRE DEPARTMENT - 2020 FIRE PREVENTION & SAFETY GRANT (FEMA)
REQUEST: To submit the 2020 to the Fire Prevention & Safety Grant after the fact in the amount of $76,303 smoke alarms, a fire extinguisher training prop., and creating a fire prevention vehicle

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

Corporate Counsel
Cap. Proj. Cmte. Chair
Charleston Fire Dept.
Grants Manager

Signature of Individual Contacted
Attachment

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

If yes, provide the following:
Dept./Div.: _______
Account #: _______
Balance in Account _______
Amount needed for this item _______

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

NEED: Identify any critical time constraint(s).

CFO's Signature: ____________________________

FISCAL IMPACT:
There is 5% match ($3,633.48) in the FY2021-22 Budgets that fire will absorb in their budget.

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.
TO: Mayor John J. Tecklenburg and City Council
FROM: Jason Krusen, Deputy Fire Chief
DATE: February 26, 2021
RE: 2020 Fire Prevention & Safety grant application

The Charleston Fire Department (CFD) is requesting to apply for the 2020 Fire Prevention & Safety Grant through FEMA. This grant is meant to enhance the safety of the public and firefighters by assisting with fire prevention programs. This is an after the fact request as the grant was due on February 26, 2021. The department is requesting approval for a 5% match of $3,633.48 for a total grant application of $76,303.00.

The CFD has requested 600 smoke alarms to be placed throughout the community, a fire extinguisher training prop, reimbursement of salaries for personnel to conduct these tasks, as well as funds to create a fire prevention vehicle out of an antique fire truck owned by the department.

The closing date for this application was last Friday, and was submitted to FEMA via the electronic portal.

Please feel free to contact me with any questions.
System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application. All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

CHARLESTON, CITY OF

Information current from SAM.gov as of: 02/07/2021
DUNS (includes DUNS+4): 077990786
Employer Identification Number (EIN): 576000226
Organization legal name: CHARLESTON, CITY OF
Organization (doing business as) name:
Mailing address: 2 GEORGE STREET, SUITE 2601 CHARLESTON, SC 29401-3583
Physical address: 116 MEETING ST CHARLESTON, SC 29401-2216
Is your organization delinquent on any federal debt? N
SAM.gov registration status: Active as of 12/23/2020

✔ We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

Applicant information

Please provide the following additional information about the applicant.

Applicant name Charleston Fire Department - Fire Marshal Division

Main address of location impacted by this grant

Main address 1 2 George Street
Main address 2 Suite 3800
City Charleston
State/territory SC
Zip code 29401
Zip extension: 3584

In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located? Charleston

**Applicant characteristics**

The FP&S (Fire Prevention and Safety) program intends to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development. Grant funds are available in two activities: Fire Prevention and Safety Activity and Research and Development Activity. Please review the Notice of Funding Opportunity for information on available categories within each activity area and for more information on the evaluation process and conditions of award.

Please provide the following additional information about your organization.

**Activity:** Fire Prevention and Safety (FP&S)

**Applicant type:** Fire Department/Fire District

**What kind of organization do you represent?** All Paid/Career

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant. Yes

Please enter your FDIN/FDID: 10302

**Operating budget**

What is your organization’s operating budget for programs that enhance the safety of the public and firefighters with respect to fire and fire-related hazards (including fire prevention, fire code enforcement, fire/arson investigation, wildfire prevention, and firefighter health and safety research and development)? Please include costs (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) for the current (at the time of application) fiscal year, as well as the previous two fiscal years.

**Current fiscal year:**

<table>
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<th>Fiscal Year</th>
<th>Operating budget</th>
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<tbody>
<tr>
<td>2021</td>
<td>$1,526,780.00</td>
</tr>
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</table>
Fiscal Year | Operating budget
---|---
2020 | $1,402,821.00
2019 | $1,219,507.00

Please explain the applicant's need for financial assistance to carry out the proposed project(s). Provide detail about the applicant's total operating budget, including a high-level breakdown of the budget. Describe the applicant's inability to address financial needs without federal assistance. Discuss other actions the applicant has taken to meet their needs. Include information on efforts to obtain funding elsewhere and how similar projects have been funded in the past.

The Charleston Fire Department Fire Marshal Division has been allocated a $1,525,780 budget in 2021, which includes all personnel, fringe, and operating costs. 96.09% of the budget covers personnel and fringe benefits, with only 3.91%, or $59,760, for operating costs. The operating cost included all elements to continue the operation of our community outreach efforts, fire investigation supplies, and fire code enforcement programs for the entire department. The allocated operating funds over the last three years have consistently decreased, with the current fiscal experiencing the largest decrease due to budget adjustments related to the pandemic. In the 2019, 93.19% of the budget was dedicated to personnel costs and 6.81%, or $83,045 to operating costs. In 2020, 94.47% of the budget was dedicated to personnel costs and 5.53%, or $77,510 to operating costs. The Fire Marshal Division continues to seek partnership and/or grant funding in order to support current programs or to implement program improvements that cannot be absorbed by the existing operating budget. We have partnered with Safe Kids and Department of Health and Environmental Control (DHEC) to support our Child Safety Seat program. We have partnered with the American Red Cross and the State Fire Marshals Office to obtain smoke alarms, carbon monoxide alarms, and bed shakers. We pursued and obtained small grants from Factory Mutual to support our fire investigation program. We also pursued, but did not obtain a grant from State Farm to bolster our community outreach program.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization’s intent to apply for an Economic Hardship Waiver?

Yes

Which type of waiver will you be applying for?

Cost share  true

Maintenance of effort

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

No

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?

Yes

Please provide an explanation for other funding sources in the space provided below.

Application pending for the 2020 AFG grant for firefighter operational needs.
Community description

Please provide the following additional information about the community your organization serves.

What type of community does your organization serve?

Urban

What is the permanent resident population of your first due response zone/jurisdiction served?

140476

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

The Charleston Fire Department (CFD) is a premier all hazard career fire and rescue service. The CFD is a CPSE/CFAI accredited agency and has a Class 1 rating from ISO. Three shifts staff seventeen engine companies, four ladder companies, one rescue, and four battalion chiefs, responding from seventeen strategically located fire stations. Each engine and ladder is staffed with a minimum of four personnel, including at least one EMT or paramedic. Battalion chiefs are assigned an aide for command support when staffing permits. The CFD provides a full range of services to the community that includes: fire suppression, medical response, technical rescue, hazardous materials response, marine firefighting (land and afloat), an emerging wildland-urban interface team, code enforcement, plans review, fire investigation, and community risk reduction. The department responded to just over 18,000 calls for service in 2020. Each shift is staffed with a minimum of 95 firefighters and includes: cross-trained haz-mat technicians, technical rescue technicians, and marine qualified firefighters placed throughout the City of Charleston. The command staff is comprised of the fire chief, deputy chief of operations, deputy chief of planning and professional services, five assistant chiefs; operations, special operations, training, planning & administration, and professional services as well as the chief fire marshal. The department also absorbed the City's Emergency Management Division in 2020. There are four administrative battalion chiefs that oversee health & safety, accreditation, training, technical services (fleet and logistics). Command staff is supported by eight administrative positions. The training division is staffed with four instructor program managers that oversee recruit, incumbent, EMS and driver training. The fire marshal division is staffed with three deputy fire marshals and eight assistant fire marshals/inspectors. The technical services division is staffed with a logistics coordinator and three fire mechanics. Charleston occupies 156 square miles, home to 156,564 residents, and welcomes 7.2 million people to the city each year by air, land, cruise ship and private marine vessels. Charleston is a major conference destination for leaders at all government and private sector levels. Over 30,000 students attend the College of Charleston, the Citadel and Medical University of South Carolina. Target hazards and critical infrastructure at the federal level include a CDC lab, USDA vegetable lab, SAPWAR-military research and development, Force Protection (maker of armored military vehicles), a Naval training facility and hospital, Coast Guard base, U.S. District Federal Court, Naval Weapons Station, and the VA Hospital. Transportation infrastructure includes rail, international airport, and an active seaport (third busiest container port in the U.S.). There are several chemical plants less than ½ mile from residential areas, bulk and inter-modal storage yards that contain hazardous materials, tractor trailers transporting hazardous materials to and from the port, and radiological shipments passing through the area. The area is susceptible to hurricanes and earthquakes, connected by a dozen bridges, and host to 8,000 historic structures.

Grant request details Grand total: $76,303.00
Program area: Fire prevention and safety

Total requested for Community Risk Reduction activity: $76,303.00

Total requested for Public Education project:
$29,611.00

Other (Explain)
PA System

BUDGET CLASS
Equipment

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TOTAL $500.00

DESCRIPTION
Portable PA system to be utilized at events.

Other (Explain)
Staff time - Prevention Staff - Special Events

BUDGET CLASS
Personnel

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TOTAL $3,936.00

DESCRIPTION
Estimated staff time for two members to attend 12 events at 4 hours each, project costs are based on overtime rates.
Other (Explain)
Portable Generator

BUDGET CLASS
Equipment

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DESCRIPTION
Small portable generator to power equipment at events.

Other (Explain)
Painting (apparatus)

BUDGET CLASS
Other

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DESCRIPTION
The 1967 Mack that was acquired for the project will need to be painted - a quote has been obtained for the necessary work.

Other (Explain)
Mechanical & Electrical Improvements

BUDGET CLASS
Other

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**TOTAL**  
$3,000.00

**DESCRIPTION**  
Mechanical & electrical improvements to ensure safe operations.

**Other (Explain)**

Folding tables and chairs

**BUDGET CLASS**

Equipment

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**TOTAL**  
$450.00

**DESCRIPTION**  
Two Folding tables and 4 chairs to be stored on the vehicle.

**Other (Explain)**

Staff - Prevention Fringe

**BUDGET CLASS**

Fringe benefits

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**TOTAL**  
$2,850.00

**DESCRIPTION**  
Estimated fringe for staff time for two members to attend 24 events at 3 hours each, project costs are based on overtime rates.
Other (Explain)
Apparatus Tires

BUDGET CLASS
Other

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TOTAL $3,500.00

DESCRIPTION
New apparatus tires & mounting.

More Details for Public Education.
Please provide the following information about the project you want funded.

Project name
Community Outreach Vehicle - Historic Mack Fire Engine

Is this a national-level project, with a national impact? No

Is this project a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.

Who is the target audience for the planned project?
Children under 14
Adults over 65
People with disabilities (e.g., deaf/hard-of-hearing)
College/university housing
Low-income families/neighborhoods

What is the estimated size of the target audience? 140476
How was this target audience determined?

None of the above

Briefly describe the method used to determine the target audience.

This project involves a general community outreach effort that will be applicable to all ages.

Please provide a brief synopsis of the proposed project and then identify the specific goals and objectives of your project.

As part of our ongoing efforts to create A Safer Charleston, we recognize the need to create or attend events and activities that increase the interest and interaction of the community. The Charleston Fire Department has re-acquired a 1967 Mack Fire Engine that previously served the community until it was sold, and would like to restore the vehicle to improve our community outreach tools. The apparatus is mechanically sound and in need of general cosmetic improvements and will be stocked and equipped to attend community events. The goal of the project is to enhance community engagement, citizen interactions, and interest in the Charleston Fire Department and the safety messages presented by our team. The objectives include completing cosmetic improvements to the apparatus, equipping the engine with outreach and special event supplies, and attending school, community, and neighborhood functions to increase awareness of our citizens.

Please explain your experience and ability in developing and conducting (i.e., timely and satisfactory project completion) past fire prevention and safety projects. Additionally, please demonstrate the experience and expertise you have in managing the type of project you are proposing.

The CFD Fire Marshal Division manages multiple on-going projects related to Community Risk Reduction in the City of Charleston. The Division is responsible for creating and implementing projects and tracking data associated with results. Two similar projects include the "Fire In the Streets" and the "After The Fire" programs. "Fire in the streets" provides the tools, resources, and information for Fire Operations members to conduct periodic neighborhood visits in their response area to meet with the community and address issues such as missing addresses, test smoke alarms, and distributed fire safety material. The "After the Fire Program" provides the tools and resources for Fire Operations to return to an area following a residential structure fire and meet with residents in the immediate area to address any concerns and promote fire safety following an event.
Narrative

The narrative statements must provide all the information necessary for you to justify your needs and for FEMA to make an award decision. A panel of peer reviewers will evaluate the applications by using the narrative statements below to determine the worthiness of the request for an award. Please ensure that your narrative clearly addresses each of the following evaluation criteria elements to the best of your ability with detailed but concise information. You may either type your narrative statements in the spaces provided below or create the text in your word processing system and then copy it into the appropriate spaces provided below. Please note the narrative block does not allow for formatting. Do not type your narrative using only capital letters. Additionally, do not include tables, special fonts (i.e., quote marks, bullets, etc.), or graphs. Please review the Notice of Funding Opportunity for additional narrative details.

Commitment to Mitigation: Fire Department applicants that can demonstrate their commitment and proactive posture to reducing fire risk will receive higher consideration. Applicants must explain their code adoption and enforcement (to include Wildland Urban Interface and commercial/residential sprinkler code adoption and enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy). Applicants can also demonstrate their commitment to reducing fire risk by applying to implement fire mitigation strategies (code adoption and enforcement) via this application.

The Charleston Fire Department Fire Marshal Division actively reduces fire risk through proactive community risk reduction strategies through education, enforcement, and investigations. The Division promotes educational programs, curriculums, and target-specific information sessions to address specific hazards and increase the knowledge of citizens. The Fire Marshals are responsible for the enforcement of the 2018 International Fire Code and utilize this code to conduct fire plan reviews, issue permits, and conduct inspections of new construction and renovations for fire and life safety compliance systems. Fire final inspections of all new construction projects are conducted as well as a Certificate of Occupancy inspection before tenants open to the public. Routine inspections are conducted within higher risk occupancies throughout the year in order to mitigate risk. Investigations are conducted in order to identify origin and cause, improve data collection, and monitor trends or hazards that may need to be reinforced in the education program or through additional engineering measures.

Vulnerability Statement:

- The assessment of fire risk is essential in the development of an effective project goal, as well as meeting FEMA's goal to reduce risk by conducting a risk assessment as a basis for action. Vulnerability is a "weak link," demonstrating high-risk behavior, living conditions, or any type of high-risk situation. The Vulnerability Statement should include a description of the steps

https://go.fema.gov/grant/EMW-2020-FP-00462#Application
taken to determine the vulnerability and identify the target audience. The methodology for determination of vulnerability (i.e., how the vulnerability was found) should be discussed in-depth in the application's Narrative Statement.

- The specific vulnerability that will be addressed with the proposed project can be established through a formal or informal risk assessment. FEMA encourages the use of local statistics, rather than national statistics, when discussing the vulnerability.
- In a clear, to-the-point statement, the applicant should summarize the vulnerability the project will address, including who is at risk, what the risks are, where the risks are, and how the risks can be prevented, reduced, or mitigated.
- For the purpose of the FY 2020 FP&S NOFO, formal risk assessments consist of the use of software programs or recognized expert analysis that assess risk trends.
- Informal risk assessments could include an in-house review of available data (e.g., National Fire Incident Reporting System [NFIRS]) to determine fire loss, burn injuries or loss of life over a period of time, and the factors that are the cause and origin for each occurrence, including a lack of adoption and enforcement of certain codes.

Project Description: Applicants must describe in detail not only the project components but also how the proposed project addresses the identified capability gap, due to financial need and/or the vulnerabilities identified in the vulnerability statement. The following information should be included:

- Project Components
- Review of any existing programs or models that have been successful.
- Detailed description of how the proposed project components fill the identified capability gap
- If working with Fire Service Partners/Organizations, identify each partner/organization and the role(s) they play.

This project is targeted at increasing our ability to reach and engage the members of our community in order to deliver an effective risk reduction message. The ability for our community to remain interested and engage in critical so that we may deliver our safety message. The concept of creating an outreach vehicle to improve engagement will assist in bridging this gap but is not financially feasible to the jurisdiction. The CFD has already obtained the vehicle for the project and will work toward improving the vehicle and equipping it for the project. The project includes the cosmetic improvements to the vehicle, general mechanical improvements to ensure safe operations, purchasing items for the vehicle that will be...
will fill in the successful completion of the proposed project.

used at community events such as a PA system, tables, chairs, TV, or similar items so this vehicle can serve as the backdrop and resource for a variety of activities. This project will allow us to continue our existing activities while enhancing our engagement across a large cross section of our community, with an increased focus on events and activities in areas most at risk (such as lower income neighborhoods), to reduce the potential and severity of incidents. The program will increase the number of citizens receiving direct fire safety education training, materials, and enhance the relationship between the agency and our citizens. Additionally, with changes implement due to the pandemic, we have successfully implement “birthday drive by” parade style events. This include dropping off a small gift bag that includes fire safety materials. This vehicle could participate in these events and potential expand our involvement. The program will seek out partnerships with our neighborhood associations and work cooperatively with events hosted by partners agencies such as the Charleston Police Department and our City Department of Recreation.

Implementation Plan: Each project proposal should include details on the implementation plan which discusses the proposed project’s goals and objectives. The following information should be included to support the implementation plan:

- Goals and objectives
- Details regarding the methods and specific steps that will be used to achieve the goals and objectives
- Timelines outlining the chronological project steps (this is critical for determining the likeliness of the project’s completion within the period of performance)
- Where applicable, examples of marketing efforts to promote the project, who will deliver the project (e.g., effective partnerships), and the manner in which materials or deliverables will be distributed
- Requests for props (i.e., tools used in educational or awareness demonstrations), including specific goals,

The goal of the project is to enhance community engagement, citizen interactions, and interest in the Charleston Fire Department and the safety messages presented by our team. The objectives include completing cosmetic improvements to the apparatus, equipping the engine with outreach and special event supplies, and attending school, community, and neighborhood functions to increase awareness of our citizens. Immediately following the award, within the first quarter or the award period, the following steps will be taken: cosmetic and mechanical improvements to the vehicle will be scheduled and performed, additional supplies and components will be ordered to outfit the apparatus as a community reduction vehicle. Within the second quarter of the award period, a continuing through the grant, the following steps will be taken: PSA’s will be created promoting the vehicle,
measurable results, and details on the frequency for which the prop will be utilized as part of the implementation plan. Applicants should include information describing the efforts that will be used to reach the high-risk audience and/or the number of people reached through the proposed project (examples of props include safety trailers, puppets, or costumes)

- Where human subjects are involved, describe plans for submission to the Institutional Review Board (IRB) (for further guidance and requirements, see the Human Subjects Research section of the NOFO)

- NOTE: For applicants proposing a complex project that may require a 24-month Period of Performance, please include significant justification and details in the implementation plan that justify the applicant’s need for a Period of Performance of more than 12 months.

**Evaluation Plan:** Projects should include a plan for evaluation of effectiveness and identify measurable goals. Applicants seeking to carry out awareness and educational projects, for example, should identify how they intend to determine that there has been an increase in knowledge about fire hazards, or measure a change in the safety behaviors of the audience. Applicants should demonstrate how they will measure risk at the outset of the project in comparison to how much the risk decreased after the project is finished. There are various ways to measure the knowledge gained about fire hazards, including the use of surveys, pre- and post-tests, or documented observations. Applicants are encouraged to attend training on evaluation methods, such as the National Fire Academy’s “Demonstrating Your Fire Prevention Program’s Worth.”

**Cost Benefit:** Projects will be evaluated and scored by the Peer Review Panelists based on how well the applicant addresses the fire prevention needs of the department or organization in an economic and efficient manner. The applicant should show how it will maximize the level of funding that goes directly to the program, and detailing how the community can request the vehicle. Program scheduling will begin and the will be placed in service ready for service, with an emphasis on neighborhood associations or events involving public safety partnerships. During the months of October, November, and December the vehicle will be utilized during our outreach efforts to grade school students to enhance our existing program. The number of events the vehicle attends will be tracked in addition the number of citizens served.

The number of events and citizens served will be tracked in order to account for the total number of citizens impacted by the community vehicle. General surveys will be utilized to assess individuals pre and post knowledge when possible during education events. More structured surveys will be utilized, when possible, to assess pre and post knowledge when presenting to groups or organizations (such as neighborhood association meetings, school groups, etc.). The information will be utilized to assess the best scenarios to utilize this tool in the future and consider expanding program use or modify expectations. The information will be retained in our Firehouse RMS system and customer user fields may be developed, as needed, to capture specific data elements.

The Charleston Fire Department has not been able to budget funds to implement a community outreach vehicle. The recent acquisition of the 1967 Mack Fire Engine created an opportunity to further pursue this project and reduce the overall cost of the project, however, allocated funding is not
into the delivery of the project. The costs associated with the project also must be reasonable for the target audience that will be reached, and a description should be included of how the anticipated project benefit(s) (quantified if possible) outweighs the cost(s) of the requested item(s). The application should provide justification for all costs included in the project in order to assist the Technical Evaluation Panel with their review.

adequate to fully implement the concept. This year, the Charleston Fire Department has taken a substantial reduction in budget funds due to the Pandemic and adjustments to the City Budget related to lost revenues and residual funds are not available to purchase alarms for canvas activities. The effects of COVID-19 have created a projected $64 million budgeted shortfall and loss of revenue in the City of Charleston. The City of Charleston relies greatly on revenues generated from tourism and parking fees, both of which have come to a standstill. The tourism industry has suffered greatly with the stay at home orders issued by our Governor and its own municipal ordinances, which has caused hotels and restaurants, tourist attractions, cruise lines, etc. to halt operations for months, followed by a slow reopening. The City’s General Fund relies heavily on both revenue sources, which is forcing the cutting of expenditures in order to maintain a balanced budget as required by state law. The City of Charleston has reduced spending, enacted a hiring freeze on non-essential employees, and reduced all overtime in the City as a cost saving measure. The City Reserve Fund was used in 2020 to balance the budget, which has caused the city to re-evaluate future plans. If unsuccessful in obtaining grant funding the department will likely have to defer apparatus replacement in future years. Additional funding is needed in order to move programs forward and address community risk reduction strategies in our community. All costs associated with this project are related to purchasing the necessary equipment and the direct delivery of the program. The coordination of the activities will need to be conducted in addition to normal staff duties and the overtime budget has been eliminated, minimal staff funding has been included to ensure delivery of the program in additional to other assigned duties. If additional staff hours are needed the department will cover the costs and would strive not turn away events.

Sustainability: Is it your organization’s intent to deliver this program after the grant performance

We anticipate utilizing the community outreach vehicle beyond the grant
period? If so, how will the overall activity be sustained and what are the long-term benefits? Examples of sustainable projects can be illustrated through the long-term benefits derived from the delivery of the project, the presence of non-federal partners likely to continue the effort, or the demonstrated long-term commitment of the applicant.

Additional Comments: If you have any additional comments about your project, please provide them here.

### Total requested for Smoke Alarm Installations (door to door with home safety inspection) project: $19,602.00

**Other (Explain)**

Smoke alarm

#### BUDGET CLASS

**Supplies**

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**DESCRIPTION**

Smoke alarm, 10 year sealed lithium battery

**Other (Explain)**

PSA Creation

#### BUDGET CLASS

**Other**

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TOTAL  $4,000.00

DESCRIPTION
Filming, editing, and creation of 2-3 professional grade PSA's promoting smoke alarms and home safety inspections.

Other (Explain)
Staff coordination of project

BUDGET CLASS
Personnel

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TOTAL  $4,100.00

DESCRIPTION
Estimated staff time for two members to coordinate the project, coordinate and participate in multiple canvas events. Rates based on average overtime rates.

Other (Explain)
Staff - fringe benefits

BUDGET CLASS
Fringe benefits

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TOTAL  $1,900.00

DESCRIPTION
Estimated fringe for staff time for two members to coordinate the project, coordinate and participate in multiple canvas events. Rates based on average overtime rates.
Printing & Publication

BUDGET CLASS
Supplies

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DESCRIPTION
Printing and publication budget for creation and production of handouts, flyers, or similar.

More Details for Smoke Alarm Installations (door to door with home safety inspection).

Please provide the following information about the project you want funded.

Project name
Smoke Alarm Installation Canvas with door to door home safety inspections

Is this a national-level project, with a national impact? No

Is this project a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.

Who is the target audience for the planned project?

Adults over 65
People with disabilities (e.g., deaf/hard-of-hearing)
College/university housing
Low-income families/neighborhoods

What is the estimated size of the target audience? 22221

How was this target audience determined? Formal Assessment
Please provide a brief synopsis of the proposed project and then identify the specific goals and objectives of your project.

As part of our ongoing efforts to create A Safer Charleston, we propose conducting targeted smoke alarm canvas and home fire safety inspection activities. The program will involve door-to-door canvas activities, offering to test or install smoke alarm and assist with a home fire safety survey. The target areas will be generated based on recent data and will focus on specific areas based on demographics and incident response. Goal: Increase the number of operating smoke alarms in our community while increasing the home fire safety knowledge of our citizens in order to reduce risk. Objective 1: Identify vulnerable populations in the City based on age, demographics, and call history. Objective 2: Identify underserved areas that include residents over 65 years of age or areas with expanding college housing. Objective 3: Select not less than two project areas based on the previous two objectives and conduct door-to-door canvases, add additional areas as supplies allow.

Please explain your experience and ability in developing and conducting (i.e., timely and satisfactory project completion) past fire prevention and safety projects. Additionally, please demonstrate the experience and expertise you have in managing the type of project you are proposing.

The CFD Fire Marshal Division manages multiple on-going projects related to Community Risk Reduction in the City of Charleston. The Division is responsible for creating and implementing projects and tracking data associated with results. Two similar projects include the "Fire In the Streets" and the "After The Fire" programs. "Fire in the streets" provides the tools, resources, and information for Fire Operations members to conduct periodic neighborhood visits in their response area to meet with the community and address issues such as missing addresses, test smoke alarms, and distributed fire safety material. The "After the Fire Program" provides the tools and resources for Fire Operations to return to an area following a residential structure fire and meet with residents in the immediate area to address any concerns and promote fire safety following an event.
The narrative statements must provide all the information necessary for you to justify your needs and for FEMA to make an award decision. A panel of peer reviewers will evaluate the applications by using the narrative statements below to determine the worthiness of the request for an award. Please ensure that your narrative clearly addresses each of the following evaluation criteria elements to the best of your ability with detailed but concise information. You may either type your narrative statements in the spaces provided below or create the text in your word processing system and then copy it into the appropriate spaces provided below. Please note the narrative block does not allow for formatting. Do not type your narrative using only capital letters. Additionally, do not include tables, special fonts (i.e., quote marks, bullets, etc.), or graphs. Please review the Notice of Funding Opportunity for additional narrative details.

**Commitment to Mitigation:** Fire Department applicants that can demonstrate their commitment and proactive posture to reducing fire risk will receive higher consideration. Applicants must explain their code adoption and enforcement (to include Wildland Urban Interface and commercial/residential sprinkler code adoption and enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy). Applicants can also demonstrate their commitment to reducing fire risk by applying to implement fire mitigation strategies (code adoption and enforcement) via this application.

The Charleston Fire Department Fire Marshal Division actively reduces fire risk through proactive community risk reduction strategies through education, enforcement, and investigations. The Division promotes educational programs, curriculums, and target-specific information sessions to address specific hazards and increase the knowledge of citizens. The Fire Marshals are responsible for the enforcement of the 2018 International Fire Code and utilize this code to conduct fire plan reviews, issue permits, and conduct inspections of new construction and renovations for fire and life safety compliance systems. Fire final inspections of all new construction projects are conducted as well as a Certificate of Occupancy inspection before tenants open to the public. Routine inspections are conducted within higher risk occupancies throughout the year in order to mitigate risk. Investigations are conducted in order to identify origin and cause, improve data collection, and monitor trends or hazards that may need to be reinforced in the education program or through additional engineering measures.

**Vulnerability Statement:**

- The assessment of fire risk is essential in the development of an effective project goal, as well as meeting FEMA’s goal to reduce risk by conducting a risk assessment as a basis for action. Vulnerability is a “weak link,” demonstrating high-risk behavior, living conditions, or any type of high-risk situation. The Vulnerability Statement should include a description of the steps taken to determine the vulnerability and identify the target audience. The

The key areas targeted by this program will include areas know to include a higher frequency of seniors (65 and older), college housing, and/or areas experience a higher rate of occurrence of fire or fire injury in a residential area. National data indicates seniors are twice as likely to be killed or injured in a fire. Although we have not experienced a high injury or fatality rate in this age group, we continue to respond to incidents in this demographic that have non-operational smoke alarms and general fire safety knowledge and planning is lacking. Local experience has noted the ongoing
methodology for determination of vulnerability (i.e., how the vulnerability was found) should be discussed in-depth in the application’s Narrative Statement.

- The specific vulnerability that will be addressed with the proposed project can be established through formal or informal risk assessment. FEMA encourages the use of local statistics, rather than national statistics, when discussing the vulnerability.
- In a clear, to-the-point statement, the applicant should summarize the vulnerability the project will address, including who is at risk, what the risks are, where the risks are, and how the risks can be prevented, reduced, or mitigated.
- For the purpose of the FY 2020 FP&S NOFO, formal risk assessments consist of the use of software programs or recognized expert analysis that assess risk trends.
- Informal risk assessments could include an in-house review of available data (e.g., National Fire Incident Reporting System [NFIRS]) to determine fire loss, burn injuries or loss of life over a period of time, and the factors that are the cause and origin for each occurrence, including a lack of adoption and enforcement of certain codes.

Project Description: Applicants must describe in detail not only the project components but also how the proposed project addresses the identified capability gap, due to financial need and/or the vulnerabilities identified in the vulnerability statement. The following information should be included:

- Project Components
- Review of any existing programs or models that have been successful.
- Detailed description of how the proposed project components fill the identified capability gap
- If working with Fire Service Partners/Organizations, identify each partner/organization and the role(s) they will fill in the successful completion of the proposed project.

This project involves the purchase of smoke alarms, coordination of neighborhood canvas events, installation or alarms and education of the residents who receive the alarms, tracking of installation locations and the number of citizens impacted and creation of short smoke alarm video segments. This smoke alarm purchase program will allow the CFD to target efforts in the areas most at risk (identified by demographics and assessment of response data) while working to reduce the potential and severity of incidents in the community. The program will increase the number of operating smoke alarms in the community, increase knowledge and awareness an alarm maintenance, decrease potential incidents through home surveys while educating citizens on the importance of fire safety measures. The program will seek
Implementation Plan: Each project proposal should include details on the implementation plan which discusses the proposed project’s goals and objectives. The following information should be included to support the implementation plan:

- Goals and objectives
- Details regarding the methods and specific steps that will be used to achieve the goals and objectives
- Timelines outlining the chronological project steps (this is critical for determining the likelihood of the project’s completion within the period of performance)
- Where applicable, examples of marketing efforts to promote the project, who will deliver the project (e.g., effective partnerships), and the manner in which materials or deliverables will be distributed
- Requests for props (i.e., tools used in educational or awareness demonstrations), including specific goals, measurable results, and details on the frequency for which the prop will be utilized as part of the implementation plan. Applicants should include information describing the efforts that will be used to reach the high-risk audience and/or the number of people reached through the proposed project (examples of props include safety trailers, puppets, or costumes)
- Where human subjects are involved, describe plans for submission to the Institutional Review Board (IRB) (for further guidance and requirements, see the Human Subjects Research section of the NOFO)
- NOTE: For applicants proposing a complex project that may require a 24-month Period of Performance, please include significant justification and details

The goal of the program is to increase the number of operating smoke alarms in our community while increasing the home fire safety knowledge of our citizens in order to reduce risk. This will be accomplished through three primary objectives that include: Identify vulnerable populations in the City based on age, demographics, and call history, identify underserved areas that include residents over 65 years of age or areas with expanding college housing, select not less than two project areas based on the previous two objectives and conduct door-to-door canvases, add additional areas as supplies allow. Immediately following the award of the project the following steps will be taken: appropriate alarms will be purchased in accordance with our procurement policies, applicable data will be reviewed to verify target areas of the canvas, appropriate partners within the service area will be notified, PSA’s will be created promoting smoke alarms and fire safety. Within the first quarter of the award period the following steps will be taken: The first canvas activity will be scheduled, appropriate fire department resources will be scheduled, any necessary training or coordination with partner agencies will take place, and the canvas will be conducted. PSA’s will be launched throughout the city with additional emphasis on the neighborhood of the upcoming canvas through our social media platforms and local media. Within the second quarter of the award period: The second canvas activity will be scheduled, appropriate fire department resources will be scheduled, any necessary training or coordination with partner agencies will take place, and the canvas will be conducted. PSA’s will be launched throughout the city with additional emphasis on the neighborhood of the
in the implementation plan that justify the applicant's need for a Period of Performance of more than 12 months.

upcoming canvas through our social media platforms and local media. During the third and fourth quarter of the award: Identify additional supplies remaining from the previous activities and assess our ability to conduct additional neighborhood canvasses. The number of homes receiving alarms and the education will be tracked throughout the activity in addition the number of adults and children impacted.

Evaluation Plan: Projects should include a plan for evaluation of effectiveness and identify measurable goals. Applicants seeking to carry out awareness and educational projects, for example, should identify how they intend to determine that there has been an increase in knowledge about fire hazards, or measure a change in the safety behaviors of the audience. Applicants should demonstrate how they will measure risk at the outset of the project in comparison to how much the risk decreased after the project is finished. There are various ways to measure the knowledge gained about fire hazards, including the use of surveys, pre-and post-tests, or documented observations. Applicants are encouraged to attend training on evaluation methods, such as the National Fire Academy's "Demonstrating Your Fire Prevention Program's Worth."

Information and data will be tracked through the program to document results and the impact of the program. Tracking forms will be utilized that will record the number of operating alarms before the visit, the number of alarms installed, the availability of a home escape plan before the visit, and specific questions regarding the occupants knowledge of smoke alarms and home fire safety before the visit. The information will be utilized to track changes and measure effectiveness. The information will be retained in our Firehouse RMS system and customer user fields may be developed, as needed, to capture specific data elements.

Cost Benefit: Projects will be evaluated and scored by the Peer Review Panelists based on how well the applicant addresses the fire prevention needs of the department or organization in an economic and efficient manner. The applicant should show how it will maximize the level of funding that goes directly into the delivery of the project. The costs associated with the project also must be reasonable for the target audience that will be reached, and a description should be included of how the anticipated project benefit(s) (quantified if possible) outweighs the cost(s) of the requested item(s). The application should provide justification for all costs included in the project in order to assist the Technical Evaluation Panel with their review.

The Charleston Fire Department has not been able to budget funds to provide smoke alarms to the community. Smoke alarm purchases over the last several years were made through residual funds that were secured from other budget lines in order to maintain a minimal supply so that we could respond to a citizens requests. This limited supply has not allowed us to proactively conduct large canvas activities without seeking donations or assistance with obtaining alarms. This year, the Charleston Fire Department has taken a substantial reduction in budget funds due to the Pandemic and adjustments to the City Budget related to lost revenues and residual funds are not available to purchase alarms for canvas activities. The effects of COVID-19 have created a projected $64 million budget shortfall and loss of revenue in the City of Charleston. The City of Charleston relies
greatly on revenues generated from tourism and parking fees, both of which have come to a standstill. The tourism industry has suffered greatly with the stay at home orders issued by our Governor and its own municipal ordinances, which has caused hotels and restaurants, tourist attractions, cruise lines, etc. to halt operations for months, followed by a slow reopening. The City's General Fund relies heavily on both revenue sources, which is forcing the cutting of expenditures in order to maintain a balanced budget as required by state law. The City of Charleston has reduced spending, enacted a hiring freeze on non-essential employees, and reduced all overtime in the City as a cost saving measure. The City Reserve Fund was used in 2020 to balance the budget, which has caused the city to re-evaluate future plans. If unsuccessful in obtaining grant funding the department will likely have to defer apparatus replacement in future years. Additional funding is needed in order to move programs forward and address community risk reduction strategies in our community. All costs associated with this project are related to purchasing the necessary equipment and the direct delivery of the program. The coordination of the activities will need to be conducted in addition to normal staff duties and the overtime budget has been eliminated, minimal staff funding has been included to ensure delivery of the program in additional to other assigned duties. If additional staff hours are needed the department will cover the costs and would strive not turn away events.

Sustainability: Is it your organization's intent to deliver this program after the grant performance period? If so, how will the overall activity be sustained and what are the long-term benefits? Examples of sustainable projects can be illustrated through the long-term benefits derived from the delivery of the project, the presence of non-federal partners likely to continue the effort, or the demonstrated long-term commitment of the applicant.

Additional Comments: If you have any additional comments about your project, please provide them here.

We anticipate utilizing all of the allocated alarm within a year of the allocation, any residual alarms, if any, would remain available for installation until the supply is depleted. The program will continue beyond the grant period as long as smoke alarm supplies can be obtained.
Total requested for Public Education project: $27,090.00

Other (Explain)

Digital Fire Extinguisher Training Prop

BUDGET CLASS

Equipment

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TOTAL $16,590.00

DESCRIPTION

Digital Fire Extinguisher Training Prop

Other (Explain)

Printing & Publication

BUDGET CLASS

Supplies

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TOTAL $500.00

DESCRIPTION

Printing and publication budget for creation and production of handouts, flyers, or similar.

Other (Explain)

PSA Creation
Other

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TOTAL $4,000.00

DESCRIPTION
Filming, editing, and creation of 2-3 professional grade PSA's promoting fire extinguishers.

Other (Explain)
Staff coordination and delivery of the project

BUDGET CLASS
Personnel

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TOTAL $4,100.00

DESCRIPTION
Staff coordination and delivery of the project. Estimating 24 programs, 2 hours each, with 2 staff members. Rates calculated based on average estimated overtime rate.

Other (Explain)
Staff - fringe benefits

BUDGET CLASS
Fringe benefits

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TOTAL $1,900.00
DESCRIPTION
Fringe benefits for the staff time assigned to the project, estimated

More Details for Public Education.
Please provide the following information about the project you want funded.

Project name
Fire Extinguisher Training for Residential Occupants and Neighborhood Associations

Is this a national-level project, with a national impact? No

Is this project a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.

Who is the target audience for the planned project?
Adults over 65
People with disabilities (e.g., deaf/hard-of-hearing)
Low-income families/neighborhoods
Other

What is the estimated size of the target audience? 140476

How was this target audience determined? Informal Assessment

Please provide a brief synopsis of the proposed project and then identify the specific goals and objectives of your project.
As part of our ongoing efforts to create A Safer Charleston, we recognize and continue to advocate home fire extinguishers as an essential piece of home safety equipment to control small fires, improve safety, and minimize loss. When utilized correctly, it can reduce the amount of fire damage and extend the occupant(s) ability to exit a structure safely. The goal of this request is to increase our direct outreach and interaction with residents, to improve safety in the home, with hands-on fire extinguisher training. The objectives include focusing on residential neighborhoods and associations, increasing educational opportunities for adults, and
Please explain your experience and ability in developing and conducting (i.e., timely and satisfactory project completion) past fire prevention and safety projects. Additionally, please demonstrate the experience and expertise you have in managing the type of project you are proposing.

The CFD Fire Marshal Division manages multiple on-going projects related to Community Risk Reduction in the City of Charleston. The Division is responsible for creating and implementing projects and tracking data associated with results. Two similar projects include the "Fire in the Streets" and the "After The Fire" programs. "Fire in the streets" provides the tools, resources, and information for Fire Operations members to conduct periodic neighborhood visits in their response area to meet with the community and address issues such as missing addresses, test smoke alarms, and distributed fire safety material. The "After the Fire Program" provides the tools and resources for Fire Operations to return to an area following a residential structure fire and meet with residents in the immediate area to address any concerns and promote fire safety following an event.

Narrative

The narrative statements must provide all the information necessary for you to justify your needs and for FEMA to make an award decision. A panel of peer reviewers will evaluate the applications by using the narrative statements below to determine the worthiness of the request for an award. Please ensure that your narrative clearly addresses each of the following evaluation criteria elements to the best of your ability with detailed but concise information. You may either type your narrative statements in the spaces provided below or create the text in your word processing system and then copy it into the appropriate spaces provided below. Please note the narrative block does not allow for formatting. Do not type your narrative using only capital letters. Additionally, do not include tables, special fonts (i.e., quote marks, bullets, etc.), or graphs. Please review the Notice of Funding Opportunity for additional narrative details.

Commitment to Mitigation: Fire Department applicants that can demonstrate their commitment and proactive posture to reducing fire risk will receive higher consideration. Applicants must explain their code adoption and enforcement (to include Wildland Urban Interface and commercial/residential sprinkler code adoption and enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy). Applicants can also demonstrate their commitment to reducing fire risk by applying to

The Charleston Fire Department Fire Marshal Division actively reduces fire risk through proactive community risk reduction strategies through education, enforcement, and investigations. The Division promotes educational programs, curriculums, and target-specific information sessions to address specific hazards and increase the knowledge of citizens. The Fire Marshals are responsible for the enforcement of the 2018 International Fire Code and utilize this code to conduct fire plan reviews, issue permits,
implement fire mitigation strategies (code adoption and enforcement) via this application. and conduct inspections of new construction and renovations for fire and life safety compliance systems. Fire final inspections of all new construction projects are conducted as well as a Certificate of Occupancy inspection before tenants open to the public. Routine inspections are conducted within higher risk occupancies throughout the year in order to mitigate risk. Investigations are conducted in order to identify origin and cause, improve data collection, and monitor trends or hazards that may need to be reinforced in the education program or through additional engineering measures.

Vulnerability Statement:

- The assessment of fire risk is essential in the development of an effective project goal, as well as meeting FEMA's goal to reduce risk by conducting a risk assessment as a basis for action. Vulnerability is a "weak link," demonstrating high-risk behavior, living conditions, or any type of high-risk situation. The Vulnerability Statement should include a description of the steps taken to determine the vulnerability and identify the target audience. The methodology for determination of vulnerability (i.e., how the vulnerability was found) should be discussed in-depth in the application's Narrative Statement.
- The specific vulnerability that will be addressed with the proposed project can be established through a formal or informal risk assessment. FEMA encourages the use of local statistics, rather than national statistics, when discussing the vulnerability.
- In a clear, to-the-point statement, the applicant should summarize the vulnerability the project will address, including who is at risk, what the risks are, where the risks are, and how the risks can be prevented, reduced, or mitigated.
- For the purpose of the FY 2020 FP&S NOFO, formal risk assessments consist of the use of software programs or recognized expert analysis that assess risk trends.

The program will focus residential areas and carrying the message and training to our citizens. Nationally and locally we experience the highest rate of fires and injuries in the residential settings. Many adults encountered during educational sessions report little to no knowledge of the proper use of a fire extinguisher and most report an overall lack of understanding or confidence to utilize the extinguisher. This program will focus on neighborhood association, residential groups, or similar in order to deliver education and training to our citizens. This program will increase their knowledge on the extinguisher types, limitations, uses, and provide safe, realistic training, to our residents in a controlled setting. This program will increase outreach and education on fire extinguishers to our HOA’s, apartment residents, and similar groups and can increase outreach and education on fire extinguishers at public events.
• Informal risk assessments could include an in-house review of available data (e.g., National Fire Incident Reporting System [NFIRS]) to determine fire loss, burn injuries or loss of life over a period of time, and the factors that are the cause and origin for each occurrence, including a lack of adoption and enforcement of certain codes.

**Project Description:** Applicants must describe in detail not only the project components but also how the proposed project addresses the identified capability gap, due to financial need and/or the vulnerabilities identified in the vulnerability statement. The following information should be included:

- Project Components
- Review of any existing programs or models that have been successful.
- Detailed description of how the proposed project components fill the identified capability gap
- If working with Fire Service Partners/Organizations, identify each partner/organization and the role(s) they will fill in the successful completion of the proposed project.

**Implementation Plan:** Each project proposal should include details on the implementation plan which discusses the proposed project's goals and objectives. The following information should be included to support the implementation plan:

- Goals and objectives
- Details regarding the methods and specific steps that will be used to achieve the goals and objectives
- Timelines outlining the chronological project steps (this is critical for determining the likeliness of the project's completion within the period of performance)
- Where applicable, examples of marketing efforts to promote the project, who will deliver the project (e.g., effective partnerships), and the manner in which materials or deliverables will be distributed

The project includes the purchase of a fire extinguisher trainer and the creation of short video PSA’s on fire extinguisher use. The fire extinguisher trainer will provide the ability to expand our current educational efforts by providing safe, realistic training, to our residents in a controlled setting. Within our region, we have identified other agencies who have successfully deployed this trainer and have achieved positive feedback. We would review these program to learn from their success and we would strive to focus our program on residents and residential environments. The short video segments will allow us to reach a broader section of the community through social media outlets and increasing the overall awareness and knowledge of fire extinguisher use.

The goal of this request is to increase our direct outreach and interaction with residents, to improve safety in the home, with hands-on fire extinguisher training. The objectives include focusing on residential neighborhoods and associations, increasing educational opportunities for adults, and increasing confidence in the use of fire extinguishers. Outreach activities will be conducted through social media platforms, neighborhood newsletters, and the new media to reach neighborhood associations and similar groups. Presentation will be conducted in small group settings, providing general fire safety education in conformance with our established educational curriculum, with expanded discussions and training on fire extinguishers. Within the first quarter of the award period we will focus on obtaining the equipment, training staff, and amending
- Requests for props (i.e., tools used in educational or awareness demonstrations), including specific goals, measurable results, and details on the frequency for which the prop will be utilized as part of the implementation plan. Applicants should include information describing the efforts that will be used to reach the high-risk audience and/or the number of people reached through the proposed project (examples of props include safety trailers, puppets, or costumes).
- Where human subjects are involved, describe plans for submission to the Institutional Review Board (IRB) (for further guidance and requirements, see the Human Subjects Research section of the NOFO).
- NOTE: For applicants proposing a complex project that may require a 24-month Period of Performance, please include significant justification and details in the implementation plan that justify the applicant's need for a Period of Performance of more than 12 months.

**Evaluation Plan:** Projects should include a plan for evaluation of effectiveness and identify measurable goals. Applicants seeking to carry out awareness and educational projects, for example, should identify how they intend to determine that there has been an increase in knowledge about fire hazards, or measure a change in the safety behaviors of the audience. Applicants should demonstrate how they will measure risk at the outset of the project in comparison to how much the risk decreased after the project is finished. There are various ways to measure the knowledge gained about fire hazards, including the use of surveys, pre- and post-tests, or documented observations. Applicants are encouraged to attend training on evaluation methods, such as the National Fire Academy's "Demonstrating Your Fire Prevention Program's Worth."

**Cost Benefit:** Projects will be evaluated and scored by the Peer Review Panelists based on how well the applicant addresses the fire prevention needs of the department or existing educational programs to include the trainer. Additionally, during the first quarter, promotion and scheduling activities of the program will begin. The program will be operational by the second quarter of the award period with a goal of educating 12 neighborhood citizen groups and conducting 12 general public education events before the conclusion of the award period. The number of events and citizens served will be tracked in order to account for the total number of citizens impacted by the training.

The number of events and citizens served will be tracked in order to account for the total number of citizens impacted by the training. General surveys will be utilized to assess individuals pre and post knowledge of extinguisher use during special events. More structured surveys to assess pre and post knowledge will be utilized when presenting to groups or organizations (such as neighborhood association meetings). Additionally, we will create an online form to solicit feedback from residents who utilized a fire extinguisher in the hopes of identifying program changes, based on their experience, or identifying residents who attended our program and can offer feedback.

The Charleston Fire Department has not been able to budget funds to purchase a fire extinguisher trainer for our community. This year, the Charleston Fire Department has
organization in an economic and efficient manner. The applicant should show how it will maximize the level of funding that goes directly into the delivery of the project. The costs associated with the project also must be reasonable for the target audience that will be reached, and a description should be included of how the anticipated project benefit(s) (quantified if possible) outweighs the cost(s) of the requested item(s). The application should provide justification for all costs included in the project in order to assist the Technical Evaluation Panel with their review.

taken a substantial reduction in budget funds due to the Pandemic and adjustments to the City Budget related to lost revenues and residual funds are not available to purchase alarms for canvas activities. The effects of COVID-19 have created a projected $64 million budgeted shortfall and loss of revenue in the City of Charleston. The City of Charleston relies greatly on revenues generated from tourism and parking fees, both of which have come to a standstill. The tourism industry has suffered greatly with the stay at home orders issued by our Governor and its own municipal ordinances, which has caused hotels and restaurants, tourist attractions, cruise lines, etc. to halt operations for months, followed by a slow reopening. The City’s General Fund relies heavily on both revenue sources, which is forcing the cutting of expenditures in order to maintain a balanced budget as required by state law. The City of Charleston has reduced spending, enacted a hiring freeze on non-essential employees, and reduced all overtime in the City as a cost saving measure. The City Reserve Fund was used in 2020 to balance the budget, which has caused the city to re-evaluate future plans. If unsuccessful in obtaining grant funding the department will likely have to defer apparatus replacement in future years. Additional funding is needed in order move programs forward and address community risk reduction strategies in our community. All costs associated with this project are related to purchasing the necessary equipment and the direct delivery of the program. The coordination of the activities will need to be conducted in addition to normal staff duties and the overtime budget has been eliminated, minimal staff funding has been included to ensure delivery of the program in additional to other assigned duties.

Sustainability: Is it your organization’s intent to deliver this program after the grant performance period? If so, how will the overall activity be sustained and what are the long-term benefits? Examples of sustainable projects can be illustrated through the long-term benefits derived from the delivery of the project, the presence of

We anticipate utilizing the fire extinguisher trainer beyond the grant period in order to continue to train our community. The program will increase knowledge, skills, and confidence in the use of extinguishers in order to address fire incidents while they are small, therefore reducing injuries and the
non-federal partners likely to continue the effort, or the demonstrated long-term commitment of the applicant.

extent of damage. Additionally, the program will continue to build the trust between the community and the fire department as we continue to reduce risk.

Additional Comments: If you have any additional comments about your project, please provide them here.

Grant request summary

The table or tables below summarize the number of items and total cost within each FP&S activity category you have requested funding for. This table or tables will update as you change the items within your grant request details.

Fire prevention and safety

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Is your proposed project limited to one or more of the following activities: Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

Yes

Budget summary

Budget summary
<table>
<thead>
<tr>
<th>Object class categories</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
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<td>$0.00</td>
<td>$12,136.00</td>
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<tr>
<td>Fringe benefits</td>
<td>$6,650.00</td>
<td>$0.00</td>
<td>$6,650.00</td>
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<tr>
<td>Travel</td>
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<td>$0.00</td>
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<tr>
<td>Equipment</td>
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<td>Supplies</td>
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<td>$10,102.00</td>
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<tr>
<td>Contractual</td>
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<td>$0.00</td>
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<tr>
<td>Construction</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Other</td>
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<td>$28,675.00</td>
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<tr>
<td><strong>Total direct charges</strong></td>
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<td>$76,303.00</td>
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<tr>
<td>Indirect charges</td>
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<td>$0.00</td>
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<td><strong>TOTAL</strong></td>
<td>$76,303.00</td>
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<td>Program income</td>
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</table>

**Non-federal resources**

- Applicant: $3,633.48
- State: $0.00
- Other sources: $0.00

**Total Federal and Non-federal resources**

- Federal resources: $72,669.52
- Non-federal resources: $3,633.48

**TOTAL**: $76,303.00

**Contact information**

No
Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

<table>
<thead>
<tr>
<th>Josh Smith</th>
<th>Primary phone</th>
<th>Additional phones</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy Fire Marshal</td>
<td>8437243429</td>
<td>8434088543</td>
</tr>
<tr>
<td></td>
<td>Work</td>
<td>Mobile</td>
</tr>
</tbody>
</table>

Fax

smithjo@charleston-sc.gov

Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2022 View burden statement

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007
Expiration Date: 02/28/2022

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM’s Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.


10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking


14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Certifications regarding lobbying

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under...
grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OMB number: 4040-0013, Expiration date: 02/28/2022 View burden statement

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than $100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

Accuracy of application
I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Thomas O'Brien DEPT. Public Service
SUBJECT: 2021 ENVIRONMENTAL PROTECTION AGENCY GRANT
REQUEST: To approve submission of the EPA 2021 Diesel Emission Reduction Grant Application in the amount of $617,195.41 for two electric rear load garbage trucks with 12 year extended warranty and one 120KW charging station

COMMITTEE OF COUNCIL: W&M DATE: March 9, 2021

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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td>Yes</td>
<td>N/A</td>
<td>Thomas O'Brien</td>
<td>N/A</td>
</tr>
<tr>
<td>Public Service Director</td>
<td>Yes</td>
<td>N/A</td>
<td>Thomas O'Brien</td>
<td>N/A</td>
</tr>
<tr>
<td>Grants Manager</td>
<td>Yes</td>
<td>N/A</td>
<td>Thomas O'Brien</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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:
City Match in the amount of $754,350.27 will be budgeted in 2022

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.
MEMORANDUM

To: Mayor John J. Tecklenburg

From: Tom O'Brien, Director
      Department of Public Service

Date: March 2, 2021

Subject: Grant Application for Electric Garbage Trucks

cc: Amy Wharton, Chief Financial Officer
    Jennifer Cook, Clerk Of Council
    Cherie Ann Caton, Grants Coordinator
    Matt Alltop, Superintendent Environmental Services

The Department of Public Service is requesting to submit a grant application in the amount of $617,195.41 for two electric rear load garbage trucks and extended twelve year warranties. The City’s match in the amount of $754,350.27 will be budgeted in the 2022 City budget.

**Diesel Trucks**
- A diesel rear load garbage truck costs approximately $290,000 with only a twelve month warranty.
- We usually purchase a five year extended warranty on the packing cylinders at $3500 per truck.
- The regular cost for two trucks is usually around $588,000.
- Average maintenance costs are approximately $110,500 per truck over an eight year period.
- Average fuel costs are approximately $58,110 per truck over an eight year period.

**Electric Garbage Trucks**
- Purchase price without a grant for an electric rear load garbage truck would be approximately $581,700.
- The cost for the twelve year extended warranty costs would be $64,487.80 per truck.
- We are estimating a 60% reduction in maintenance costs over the life of the truck. This amounts to approximately $66,300 per truck.
- The trucks have no hydraulics, eliminating leaks and downtime. There is an estimated 80% reduction in energy costs over the life of the truck. Over an eight year period this would save approximately $46,488 per truck.
- Zero emissions.
- No noise pollution.
TO: John J. Tecklenburg, Mayor
FROM: Mark Wilbert, DEPT. Executive
SUBJECT: USACE Letter of Interest - Flooding in the City of Charleston
REQUEST: Council Approve Mayor Forwarding letter to USACE for potential future funding and possible construction work.
COMMITTEE OF COUNCIL: Public Works DATE: March 8, 2021

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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
<td>Susan Herdt</td>
<td>WA</td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes ☑ No ☐ N/A ☐
If yes, provide the following:
Dept./Div.: ________ Account #: ________
Balance in Account ________ Amount needed for this item ________

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

NEED: Identify any critical time constraint(s).

CFO's Signature: _________________________________

FISCAL IMPACT:

_______________________________

Mayor's Signature: ________________________________

John J. Tecklenburg, Mayor

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

Lieutenant Colonel Rachel A Honderd
Commander and District Engineer
U.S. Army Corps of Engineers
Charleston District
69A Hagood Avenue
Charleston, SC 29403-5107

Letter of Interest – Flooding in City of Charleston

Dear Lt. Col. Honderd;

The City of Charleston is willing and able to participate as the non-federal local Sponsor for a Feasibility Study in partnership with the U.S. Army Corps of Engineers (USACE), to cooperatively investigate strategies to reduce the risk from flooding throughout the City of Charleston. The city is comprised of distinct geographic areas and identified areas of special concern that could be treated individually and could be severed from each other as the project develops. The intent would be to ensure the study identifies the strongest possible projects for the city individually or in combination.

We are currently the non-federal sponsor on the USACE’s City of Charleston’s Peninsula 3x3x3 Coastal Flood Risk Management Feasibility Study (CSRM) currently scheduled to be finalized mid-2022. This new study would complement the existing work by examining non-storm surge flooding on the Peninsula and how these new solutions could integrate holistically with those proposed in the CSRM. Likewise, this new study should evaluate and recommend similar integrated solutions in other areas of the city with different challenges and opportunities.

The risk of flooding throughout the city varies greatly including areas that are on low ground with homes that are generally older and built before new FEMA standards. All areas of the city are under intense development pressure and the threat of sea level rise and changing weather patterns threatens the majority of the city. The City of Charleston understands that a study cannot be initiated unless it is selected as a new start study with associated allocation of Federal funds provided through the annual Congressional appropriations process. If selected, the City intends to sign a Feasibility Cost Sharing Agreement (FCSA) to initiate the study with
USACE. It is our understanding the FCSA targets completion of the feasibility study within three years at a total cost of no more than $3 million. After signing the FCSA, a Project Management Plan will be developed and agreed upon by the City and USACE. The study will be conducted and managed by the USACE. The cost-sharing for the study is based on a 50% contribution by the Federal government, with the City’s 50% contribution provided in cash, or by a portion or all of the contribution provided through in-kind non-monetary services.

The City of Charleston is aware that this letter constitutes an expression of intent to initiate a study to address the issues specified above and is not a contractual obligation. We understand that work on the study cannot commence until it is included in the Administration’s budget request, funds are appropriated by Congress, FCSA is signed, and funds or in-kind contributions are available in City of Charleston. It is understood that the City of Charleston or the USACE may discontinue the study at any time after FCSA is signed but we commit to work together as partners during the scoping phase and subsequent decision points throughout the feasibility study that will provide the necessary support to risk-informed decision making. If it is determined that additional time or funding is necessary to support decisions to complete the study, City of Charleston will work with USACE to determine the appropriate course of action.

Please contact Mark Wilbert at (843) 720-2482 or wilbertm@charleston-sc.gov if you have any questions regarding this letter. We look forward to collaborating with you on this project.

Sincerely

J. T. Tecklenburg