PUBLIC SAFETY COMMITTEE

Conference Call #: 1-929-205-6099
Access Code: 92103951294

April 26, 2021
1:30 p.m.

Mayor John J. Tecklenburg
Councilmember Peter Shahid, Chair
Councilmember Michael Seekings, Vice Chair
Councilmember Robert Mitchell
Councilmember Kevin Shealy

AGENDA

1. Moment of Silence

2. Minutes –
   March 9, 2021

3. Report on Civil Sidewalks Ordinance

4. Agreement between CPD and Dignity Best Practices in support of the development of a proposal to enhance CPD’s behavioral health crisis response practices and in furtherance of the overall goal of the 2020 Justice Assistance Grant which aims to improve CPD’s response to individuals experiencing mental illness, substance use disorder, and/or homelessness through a calls for service analysis. (Information Only)

5. Submission of a letter of support for FAVOR Lowcountry’s funding proposal to DAODAS to support the Certified Peer Support Specialist Lowcountry Staffing Initiative to increase access to Peer Support services in the Lowcountry. This supports the goals of the Charleston County Addiction Crisis Task Force in equipping law enforcement agencies with the expertise of SUD support services. (Information Only)

6. Review of Emergency Ordinance 2021-055. Action may or may not be taken.
7. Executive Session pursuant to Section 30-4-70(a)(3) of the South Carolina Code for discussion regarding the development of security personnel or devices.

8. Adjournment

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.
Research and Consulting Services Contract  
DIGNITY BEST PRACTICES (Service provider)  
and  
CITY OF CHARLESTON, POLICE DEPARTMENT (Client)  

4/6/2021  

Parties  

Service Provider:  
Dignity Best Practices  
3828 Georgia Avenue NW Apt 431  
Washington, DC 20011  
C/o Daniel Kornfield, Executive Director  

Client:  
City of Charleston | Police Department  
Procedural Justice and Research Division  
180 Lockwood Blvd, Suite A | Charleston, SC 29403  
Attention: Chelsea Frances, Grants Coordinator  

Dear City of Charleston,  

Thank you for deciding to retain DIGNITY BEST PRACTICES, a nonprofit focused on supporting local government and its partners towards implementing effective practices at the intersections between public safety and public health. This letter ("Agreement") describes our understandings about those services and our working relationship. It refers to your organization as "you" or "Client" or "City of Charleston" or "City of Charleston, Police Department," or "Charleston Police Department" or "CPD" or "the City" and to DIGNITY BEST PRACTICES as "we" or "DIGNITY BEST PRACTICES" or "DBP" or "the Contractor."  

1. Consulting Services  

1.1 Scope  
We will perform consulting services ("Services") for you as described in the Statement of Work ("SOW") attached as Exhibit A. If you wish to engage us for additional Services, you will notify us and we will prepare a separate SOW describing the specific assignment.  

1.2 Compensation  
Payment for the Services and reimbursements for expenses will be due as set forth in the applicable SOW. Unless otherwise provided in the applicable SOW, payment will be due within 30 days of receipt of invoice. Interest of 3% per month will be due on any late payment from the due date until the amount is paid.  

1.3 Scope changes  
If you ask us to perform Services which in our view are not included in the scope of Services as described in the applicable SOW, we will submit to you a written Change Order, in the form of Exhibit B, describing: (a) the additional Services or hours to be performed and (b) the additional fees, if any, associated with such Services and time. You will decide whether or not to approve the additional Services. We will not perform any Service not authorized by you in the SOW or approved Change Order. For any new projects or work unrelated to the original Services described in a SOW, you and DIGNITY BEST PRACTICES must agree upon a new SOW.
2. Communication and Cooperation

2.1 Contact Persons
DIGNITY BEST PRACTICES and you will each identify an individual to act as a principal contact person for the relationship. The initial contact persons are identified in the SOW. DIGNITY BEST PRACTICES and you may change its contact person at any time by written notice to the other party.

2.2 Personnel
We may perform Services through our staff or through use of third party contractors who will work with you directly. If you believe that the individual working on an assignment is not qualified to perform the Services or otherwise have concerns about staffing, please let us know and we will work to promptly address the situation.

2.3 Cooperation
You acknowledge that the effectiveness of an engagement depends in large part on the information you provide and the actions you undertake. To that end, you will cooperate with DIGNITY BEST PRACTICES in the performance by us of Services, including, without limitation, providing us with timely access to data, information, and personnel and ensuring the accuracy and completeness of the data and information you provide to us.

3. Confidentiality and Work Product

3.1 Confidential Information
We will use your Confidential Information (defined below) only in connection with our activities under this Agreement and will keep it confidential, using at least the same degree of care we use to prevent the unauthorized use or disclosure of our own confidential information. We may disclose Confidential Information only to contractors or other persons who need access to the information for the purposes contemplated by this Agreement or as otherwise required by law. All Confidential Information furnished by you is and shall remain your property. "Confidential Information" means all information furnished to DIGNITY BEST PRACTICES by you that is expressly marked or otherwise designated by you as "Confidential." It does not include information that is generally available to the public, information already known by us before entering into this Agreement, or information we independently develop.

3.2 Work Product
DIGNITY BEST PRACTICES in performing Services may furnish you with reports, plans, or other written materials specifically prepared for you (the "Work Product"). Subject to the terms of this Agreement, you will own all such tangible Work Product. You acknowledge that we own and retain all right, title, and interest in and to any and all proprietary know-how and methodologies we use in creating the Work Product or in otherwise providing Services.

3.3 Option for a Case Study to Be Shared Publicly
At the conclusion of the agreed Services, DIGNITY BEST PRACTICES may choose to write a case study at no charge to the Client, in order to share lessons learned from your experiences with other cities. At that time, DBP will provide a draft of the case study to the Client, and will request separate written authorization to identify the City of Charleston and Charleston Police Departments in the case study as the location being described as innovating in the areas in which Services have been requested. If such written authorization is not provided, Client agrees that DBP may publish an anonymized case study that tells the story of innovation being undertaken by the Client but does not name the specific city in which that story has taken place. Regardless of authorization, DBP retains the right to write a case study that names the Client's city, when using only publicly available information. If the Client wishes to have a case study written to the Client's specifications, rather than for DBP's public educational purposes, and if a customized case study is not included in the statement of work, and it is determined that fulfillment of this request will impose a cost on DBP, then a Change
Order will be added to this contract to add to the Statement of Work, and sent to the Client for approval.

4. Relationship

4.1 Independent Contractor
DIGNITY BEST PRACTICES is an independent contractor and is solely responsible for performing the Services. We will provide our own equipment and materials. We have sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with our performance of the Services and receipt of fees under this Agreement. We understand that you will not withhold income, social security, or obtain workers' compensation insurance on our behalf. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither you nor we have the power or authority to bind or obligate the other to a third party or commitment in any manner.

4.2 Nature of Services
For clarity, we have not been engaged to, and will not, perform management functions or make management decisions on your behalf, and we have no responsibility for your decisions or actions. You are responsible for making your own evaluations and decisions regarding our recommendations. In addition, we are not attorneys or independent public accountants, and the Services do not include the provision of legal, auditing, or assurance services.

4.3 Acknowledgment of DIGNITY BEST PRACTICES's Multiple Clients
DIGNITY BEST PRACTICES serves multiple clients. You acknowledge the possibility and agree that we may have served, may currently be serving, or may in the future serve other organizations whose interests may be adverse to yours, including parties with whom you (a) compete for funding or other revenue sources and (b) have a current or potential programming, commercial or other relationship. We of course will respect our confidentiality obligations to you in carrying out those assignments.

4.4 Publicity
You agree that, subject to Section 3.1 of this Agreement, we may in our discretion identify you as a client in internal and external communications, including on our website and in our outreach materials.

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. Upon completion of this contract, the City agrees that the Contractor may name the City as a past customer on its website, unless the City provides a written statement of dissatisfaction with DBP's work and a request that the City not be so named. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City, or unless authorization is provided to the Contractor in writing by the Public Information Officer to use a specific quote from a City employee.

5. Indemnification and Liability Limitation

5.1 Indemnification by DIGNITY BEST PRACTICES
DIGNITY BEST PRACTICES will indemnify, defend, and hold you harmless from and against any and all claims, liabilities, damages, and expenses, including reasonable attorney's fees
and expenses, resulting from any breach by DIGNITY BEST PRACTICES of its obligations under this Agreement or any third party claim that any Services, Work Product, methodology, or work performed by the DIGNITY BEST PRACTICES under this Agreement infringes such party's patent, copyright, trademark, trade secret, or other rights, except to the extent the liability is solely caused by your gross negligence, willful misconduct, or fraud.

5.2 Limitation of Liability
DIGNITY BEST PRACTICES may offer advice and recommendations to its Client, with the understanding that all such advice will be intended to benefit the Client. However, DBP cannot guarantee positive outcomes if its advice is followed, and the Client assumes full responsibility for the choice to follow any recommendations offered. If there should be a dispute about alleged damages resulting from DBP’s services, the total liability of DBP and its employees and consultants, for all losses, damages, costs, and expenses, including attorneys’ fees, shall not exceed the aggregate amount paid to DBP under this Agreement, regardless of the legal theory under which such liability is imposed. Similarly, the Client agrees not to hold DBP responsible in any news releases or public written statements for negative outcomes that may follow from a choice to follow DBP’s recommendations. This limitation of liability will not apply if there is a clear demonstration of gross negligence, willful misconduct, or fraud by DIGNITY BEST PRACTICES.

Some jurisdictions do not allow excluding or limiting implied warranties or limiting liability for incidental or consequential damages, and some jurisdictions have special statutory consumer protection provisions which may supersede the foregoing disclaimers and limitations. As a result, these disclaimers and/or limitations may not apply to you if prohibited by law.

6. Term and Termination

6.1 Term and Termination
This Agreement becomes effective on the date it is executed by the last to sign. A SOW or Change Order becomes effective on the date it is executed by the last to sign. You and we may terminate this Agreement or any SOW or Change Order resulting from this Agreement at any time by giving 30 days written notice to the other. In addition, you and we may terminate this Agreement, or any SOW or Change Order resulting from this Agreement, upon a material breach by the other; such a termination will be effective 5 days after giving written notice.

6.2 Effect of Termination or Completion
Termination or completion of the Agreement will have these consequences: (a) upon your written request, we will return to you or destroy all copies of written Confidential Information furnished to us; (b) all SOWs will terminate unless otherwise agreed to by you and us; and (c) you will pay us for our work then in progress as stated in any open SOWs, as invoiced by us. If payment for work then in progress is due, you will pay us within 30 days after the later of receiving our invoice or the effective date of termination. Sections 3, 4.4, 5, 6.2, and 7 will survive any termination of this Agreement.


7.1 Entire Agreement; Amendment
This Agreement, together with all SOWs and Change Orders, expresses the final, complete, and exclusive agreement between you and us, and supersedes prior or contemporaneous written and oral agreements, negotiations, course of dealing, and communications between you and us relating to the same subject matter. This Agreement may be amended only as stated in a writing signed by both you and DIGNITY BEST PRACTICES which recites that it is an amendment to this Agreement. If there are any inconsistencies between any SOW or Change Order and this Agreement, this Agreement will control.

7.2 Severability; Waiver
If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by
law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

7.3 Counterparts
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

* * * * * *

Please confirm that this letter correctly and completely describes our agreement by signing where indicated below and returning the signed letter to us.

We very much look forward to working with you.

Very truly yours, DIGNITY BEST PRACTICES

By: ________________________________
    Daniel Kornfield, Executive Director

Confirmed, accepted and agreed as of __________, 2021:

City of Charleston, Police Department

By: ________________________________
    Luther Reynolds, Chief of Police

Confirmed, accepted and agreed as of __________, 2021:

Executive authority (Mayor, City Administrator, or CEO, etc.), City of Charleston

By: ________________________________
    John Tecklenburg, Mayor
Exhibit A Statement of Work

Client data and contact person

<table>
<thead>
<tr>
<th>Client name</th>
<th>City of Charleston, Police Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client address</td>
<td>180 Lockwood Blvd, Suite A</td>
</tr>
<tr>
<td>Client telephone</td>
<td>(843) 720-3782</td>
</tr>
<tr>
<td>Client contact person</td>
<td>Name: Chelsea Frances</td>
</tr>
<tr>
<td></td>
<td>Title: Grants Coordinator</td>
</tr>
<tr>
<td></td>
<td>E-mail: <a href="mailto:taylorch@charleston-sc.gov">taylorch@charleston-sc.gov</a></td>
</tr>
<tr>
<td></td>
<td>Telephone: (843) 720-3782</td>
</tr>
</tbody>
</table>

DIGNITY BEST PRACTICES data and consultant

<table>
<thead>
<tr>
<th>DIGNITY BEST PRACTICES address</th>
<th>3828 Georgia Ave NW Apt 431, Washington DC 20011</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIGNITY BEST PRACTICES consultant</td>
<td>Name: Daniel Kornfield</td>
</tr>
<tr>
<td></td>
<td>Title: Executive Director</td>
</tr>
<tr>
<td></td>
<td>E-mail: <a href="mailto:daniel.kornfield@dignitybestpractices.org">daniel.kornfield@dignitybestpractices.org</a></td>
</tr>
<tr>
<td></td>
<td>Telephone: 917-822-3620</td>
</tr>
<tr>
<td>DIGNITY BEST PRACTICES EIN number</td>
<td>86-2230185</td>
</tr>
</tbody>
</table>

Services

<table>
<thead>
<tr>
<th>Project start date</th>
<th>April 5, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project completion date</td>
<td>August 5, 2021</td>
</tr>
<tr>
<td>Project budget and expected number of hours (if applicable)</td>
<td>$4500, for 30 hours at a rate of $150 p/hour</td>
</tr>
<tr>
<td>Description of Services</td>
<td>DBP will support the Charleston Police Department in the development of a proposal to enhance its mental health crisis response practices. A detailed Service Outline follows.</td>
</tr>
</tbody>
</table>

Service outline

Charleston Police Department (CPD) is engaging Dignity Best Practices (DBP) to support development of a proposal to enhance its mental health crisis response practices. In particular, CPD would like to see its practices be more efficient and more effective. More efficient, in the form of patrol spending less time on non-violent and non-criminal calls for
service. More effective, in the form of helping persons who generate repeated need for attention to engage with social services in a way that stabilizes their lives and reduces long-term strain on police and medical services.

Chelsea Taylor, Grants Coordinator at CPD, is the primary person responsible for building this proposal. CPD's budget for outside support for this effort is $4500. DBP's rate is $150 per hour, securing 30 hours of supportive work within this budget.

DBP proposes that these 30 hours of support be provided approximately as follows. The allocation of these hours is subject to change based on CPD's evolving needs and priorities. DBP will not be expected to provide in excess of 30 hours of support work without additional funding. DBP will not be expected to provide more than 10 hours of support in a single week, and will complete its 30 hours of support within four (4) months of the start date.

<table>
<thead>
<tr>
<th>Statement of Work - Detail:</th>
<th>DBP hours:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Phases</td>
<td></td>
</tr>
<tr>
<td>1. <strong>Build initial hypotheses</strong></td>
<td>3 hours (2 hours prep, one hour Zoom session with Chelsea)</td>
</tr>
<tr>
<td>a. <strong>Problem-level hypotheses: what is not working, and why?</strong></td>
<td></td>
</tr>
<tr>
<td>b. <strong>Solution-level hypotheses: how could it work better, without high resource investment?</strong></td>
<td></td>
</tr>
<tr>
<td>2. <strong>Assess CPD's current state, including relevant resources, and efficiency and effectiveness gaps in current practices</strong></td>
<td>5 hours (DBP focal points: editing interview guides and reviewing data analysis)</td>
</tr>
<tr>
<td>a. <strong>Quantitative research</strong></td>
<td></td>
</tr>
<tr>
<td>i. Mental-health related calls: Estimate how many patrol hours are spent on low-level calls with a mental health crisis component</td>
<td></td>
</tr>
<tr>
<td>ii. Repeat subjects: Estimate how many patrol hours are spent on repeat low-level mental health subjects</td>
<td></td>
</tr>
<tr>
<td>iii. Successful referrals: Evaluate how often mental health crisis calls lead to referrals for care from other agencies, and how often those referrals lead to actual completion of care</td>
<td></td>
</tr>
<tr>
<td>b. <strong>Qualitative research: Speak with the current actors to get their perspective:</strong></td>
<td></td>
</tr>
<tr>
<td>i. Patrol officers</td>
<td></td>
</tr>
<tr>
<td>ii. Social workers for DV calls</td>
<td></td>
</tr>
<tr>
<td>iii. Community engagement team</td>
<td></td>
</tr>
<tr>
<td>iv. Mental health help line – 911 diversion</td>
<td></td>
</tr>
<tr>
<td>3. <strong>Assess lessons learned from other local governments aiming to solve similar problems</strong></td>
<td>5 hours (DBP focal points: CIT, dedicated unit response, co-response, and relationship-building between partners)</td>
</tr>
<tr>
<td>4. <strong>Build three options for evolving the current state, with pros and cons for each, as well as likely resourcing requirements for CPD</strong></td>
<td>10 hours (DBP focal points: pros and</td>
</tr>
</tbody>
</table>
a. Practice improvement project: Better connections and practices using currently assigned personnel
b. New initiative pilot project: a small dedicated mental health response police unit
c. New initiative pilot project: a small dedicated co-response unit

| 5. Build a proposal (in PowerPoint) to facilitate a 15 minute presentation to CPD Command Staff | 6 hours (DBP focus: effectiveness of wording and page design for communicating core concepts) |
| 6. Based on feedback, evaluate next steps. | 1 hour |
|                                              | Total: 30 hours |

The goal of this collaboration is to have a presentation delivered by Chelsea to CPD command staff no later than four months from the start date of this engagement.

If the reception of command staff is favorable for embarking on a pilot project based on the proposal’s recommendations, CPD will evaluate whether it has further budget to retain DBP as an implementation partner in this ongoing effort.

Compensation

<table>
<thead>
<tr>
<th>Basis</th>
<th>$150 per hour for 30 hours of work, totaling $4500.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense reimbursement</td>
<td>None anticipated. Work will be performed remotely. If travel to Charleston or to another location is later requested, that will be reflected in a Change Order associated with this agreement.</td>
</tr>
<tr>
<td>Invoicing</td>
<td>Upon start of services</td>
</tr>
</tbody>
</table>
This document is a Statement of Work ("SOW") contemplated by the Consulting Agreement, dated April 2, 2021, between

DIGNITY BEST PRACTICES and Charleston Police Department.

Agreed and confirmed as of the date stated above in this SOW:

DIGNITY BEST PRACTICES                      CITY OF CHARLESTON, POLICE DEPARTMENT

By: ____________________________________________ By: ____________________________________________

Name: Daniel Kornfield                      Name: ____________________________________________

Title: Executive Director                    Title: ____________________________________________

CITY OF CHARLESTON, EXECUTIVE (Mayor, City Administrator, or CEO, etc.)

By: ____________________________________________

Name: ____________________________________________

Title: ____________________________________________
## Exhibit B Change Order

<table>
<thead>
<tr>
<th>Original SOW date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIGNITY BEST PRACTICES consultant</td>
</tr>
<tr>
<td>Reason for and nature of change in Services</td>
</tr>
<tr>
<td>Modified hours (if applicable)</td>
</tr>
<tr>
<td>Modified Project completion date (if applicable)</td>
</tr>
<tr>
<td>Modified compensation terms (if applicable)</td>
</tr>
</tbody>
</table>

This document is a Change Order, dated __________, 20__, between DIGNITY BEST PRACTICES and [Client].

Agreed and confirmed as of the date stated above in this Change Order:

**DIGNITY BEST PRACTICES**

<table>
<thead>
<tr>
<th>By:</th>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
</tbody>
</table>

**CITY OF CHARLESTON, EXECUTIVE (Mayor, City Administrator, or CEO, etc.)**

<table>
<thead>
<tr>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
</tbody>
</table>
Chief Luther Reynolds
Charleston Police Department
180 Lockwood Blvd., Charleston S.C.

Dear FAVOR Lowcountry:

I write on behalf of The City of Charleston Police Department in support of FAVOR Lowcountry’s proposal to DAODAS for grant funding to support the Certified Peer Support Specialist Lowcountry Staffing Initiative to increase access to Peer Support services in the Lowcountry. We strongly support this grant application and the focus on providing CPSS to local organizations to increase the delivery of evidence-based interventions.

As an organization currently attempting to stem the increasing numbers of overdoses and overdose deaths, we use officers to attempt phone contact with victims following these incidents. Using officers to attempt telephonic contacts simply does not have the desired positive effect that in-person, face to face communication provided by Peer Support Specialists. Current efforts could be greatly improved upon by utilizing a more focused and personal outreach that would benefit those most affected by the rising numbers of opioid overdoses and overdose death cases in the City of Charleston.

Through this letter we acknowledge specific roles and responsibilities we will fulfill in this partnership. In the event this proposal is funded, we would expect our role in the Certified Peer Support Specialist Lowcountry Staffing Initiative to include:

- Forming a genuine partnership to increase access to CPSS for our community. The CPD Office of Community Oriented Policing will assign officers to work closely with the CPSS individuals assigned to work with CPD. CPD will identify individual victims of overdose cases and assist by escorting the CPSS in an attempt to locate the identified victim. CPD and CPSS will work hand in hand to offer various treatment programs that are offered in the Charleston area. We will
also work with CPSS to provide individuals information to receive Narcan while they face their challenges regarding opioids.

- One of our CPD representatives would be designated to fill out all community effort impact reports monthly.

- CPD will continue to track overdose cases occurring within the City of Charleston in an effort to identify hot-spot areas in which the CPD/CPSS could schedule and conduct drug take back events as well as Narcan distribution events at various times throughout the year.

- CPD will continue to actively participate in the ACTFORCE (Addiction Crisis Task Force) to battle this public health crisis that is negatively affecting so many of our citizens.

We look forward to increasing access to CPSS in our community in cooperation with FAVOR Lowcountry to achieve better outcomes in our intervention strategies.

Sincerely,

Luther Reynolds
Chief of Police
Charleston Police Department
AN EMERGENCY ORDINANCE
AUTHORIZING MAYOR IN CONSULTATION WITH POLICE CHIEF TO IMPLEMENT CURFEW WHEN NECESSARY TO PROTECT PUBLIC HEALTH AND SAFETY, AND TO LIMIT INGRESS AND EGRESS IN CITY OF CHARLESTON

TO ESTABLISH IN FURTHERANCE OF PUBLIC SAFETY AND WELFARE, OF PERSONS AND PROPERTY DELEGATING TO THE MAYOR, IN CONSULTATION WITH THE CHIEF OF POLICE, THE ABILITY TO IMPLEMENT A CURFEW AND DETERMINE THE BOUNDARIES TO WHICH THE CURFEW APPLIES AND THE HOURS AND/OR DAYS IN WHICH SUCH CURFEW SHALL REMAIN IN EFFECT IN ORDER TO RESPOND TO CHANGING CONDITIONS.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS IN CITY COUNCIL ASSEMBLED:

Section 1. The City Council of the City of Charleston does hereby make the following findings of fact:

WHEREAS, on this 20th day of April, 2021, as jury deliberations are concluding in the trial of Derek Chauvin for the killing of George Floyd and other high-profile cases and civil unrest and unlawful activity is emerging across the country, the City of Charleston, in order to prevent acts of violence, vandalism, unrest and other unlawful actions which threaten the safety of citizens and the peace and general order of the City, believes it is in the interest of the public to take emergency action, and

WHEREAS, S.C. Code § 5-7-30 confers upon municipalities broad powers to
enact regulations, resolutions, and ordinances, including the exercise of powers in relation to roads, streets, markets, law enforcement, health, and order in the municipality or respecting any subject which appears to it necessary and proper for the security, general welfare, and convenience of the municipality or for preserving health, peace, order, and good government in it; and

WHEREAS, it is necessary and proper for the security, general welfare, and convenience of the City, as well as for preserving health, peace, order and good government in it, that a curfew may be necessary to establish as circumstances evolve, and that the Mayor be given the power in consultation with the Chief of Police to limit ingress and egress into the city; and

Section 2. Pursuant to S.C. Code §§ 5-7-30 and 5-7-250 the streets and public rights-of-ways within the municipal limits of the City of Charleston and any ingress and egress thereto may be closed as determined by the Mayor in consultation with the Chief of Police for the purpose of protecting the health, safety, and general welfare, and for the purpose of protecting persons and property, to include closure to the general public for travel, vehicular, pedestrian and any other means, for designated dates, times and areas within the City.

Section 3. In any area located within the City of Charleston, and during the duration of this emergency ordinance, it is unlawful for a person to:

(1)(a) violate a provision in this emergency ordinance including, but not limited to, any curfew set forth by this emergency ordinance;

(b) congregate, unless authorized or in their homes, in groups of three or more and to refuse to disperse upon order of a law enforcement officer; or
(c) willfully fail or refuse to comply with any lawful order or direction of any law enforcement officer.

(2)(a) enter into the property of another, without lawful authority and with criminal intent;

(b) damage the property of another; or

(c) take possession or otherwise disturb the property of another in any manner.

Section 4. City Council hereby delegates to the Mayor, in consultation with the Chief of Police, the ability to respond to changing conditions by expanding the application of Sections 2 and 3 of this Ordinance to such hours and/or days and such boundaries within the city of Charleston as may be modified by the Mayor in consultation with the Chief of Police as necessary to respond to changing conditions in any area within the City Charleston.

Section 5. This Ordinance shall become effective immediately and shall remain in effect for 30 days unless otherwise modified, amended or rescinded by subsequent ordinance.

Ratified in City Council this 20th day of April, in the Year of Our Lord, 2021, and in the 245th Year of the Independence of the United States of America.

John J. Tecklenburg, Mayor
City of Charleston

Jennifer Cook
Clerk of Council