COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Sakran

2. Approval of Minutes:

   April 27, 2021

3. Bids and Purchases

4. Budget Finance and Revenue Collections: Year 2020 2nd Amendment to General Fund and Enterprise Expenditure Budget [Ordinance]

5. Budget Finance and Revenue Collections: Year 2020 2nd Amendment to General Fund and Enterprise Revenue Budget [Ordinance]

6. Budget Finance and Revenue Collections: An ordinance providing for the issuance and sale of Waterworks and Sewer System Refunding Revenue Bonds of the City of Charleston in one or more series in the aggregate principal amount of not exceeding $160,000,000 and other matters relating thereto.

7. Budget Finance and Revenue Collections: Approval of the Third Amendment to the contract with JLA to act as the City’s representative during the design and construction of the Magnolia PUD. The scope of the services is to act as an approved reviewing consultant for the City of Charleston. As the reviewing consultant, JLA will assist with the review of construction documents, shop drawings and pay requests. They will also assist with the observation of construction to verify that it is satisfactory with project requirements. JLA will also attend construction site meetings. All final approvals will be made by the City. The amount needed is $100,000. Fees will be paid from the Charleston Neck TIF.

8. Police Department: Approval of a Memorandum of Understanding between the City of Charleston Police Department and Homeland Security Investigations designating a CPD Officer(s) as a Custom Officer(s) excepted with authorization to investigate and enforce a full range of Federal offenses related to human trafficking.

9. Police Department: Approval of a Memorandum of Understanding between the City of Charleston Police Department and the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) with access to National Integrated Ballistic Information Network (NIBIN) data through the NIBIN Enforcement Support System (NESS).
10. Police/Fire Department: Approval to submit the 2021 Port Security Grant in the amount of $1,020,553 for a SAFE Boat Vessel and Digital X-ray systems to be used when dealing with explosive devices. The Fire Department is requesting updated technology for the Haz-Mat Response Unit, Trench Rescue equipment with trailer, and Marine Firefighter Training. The request is to budget a 25% cash match of $255,139 for Budget year 2022.

11. Housing and Community Development: Approval to request the Mayor and City Council approve $120,000 additional funding to develop two affordable rental apartments at 191,193,195 Romney Street. The development will include two affordable and two market-rate rental homes. The affordable rental homes will be restricted to those earning at or below 60% of the Area Median Income. Council previously approved an allocation of $40,000 in 29th Year HOME Investment Partnerships Program funding to P.A.S.T.O.R.S., Inc. for this development. The additional $120,000 is necessary for construction of the two affordable apartments and would be funded from prior year-HOME Investment Partnerships Program income funds.

12. Housing and Community Development: Request the Mayor and City Council approve $120,000 additional funding to develop two affordable rental apartments at 60 Nassau Street. The affordable rental homes will be restricted to those earning at or below 60% of the Area Median Income. Council previously approved an allocation of $40,000 in the 29th Year HOME Investment Partnerships Program funding to P.A.S.T.O.R.S., Inc. The additional $120,000 is necessary for construction of this development. The property is a historic property and additional considerations had to be made in the construction of the apartments. Funding will be derived from HOME Investment Partnerships Program-Program Income.

13. Housing and Community Development: Approval to request the Mayor and City Council approve a Third Amendment to the City's Agreement with Terracon Consultants, Inc. The Amendment provides a $60,000 increase in funding available to facilitate environmental reviews on the City's scheduled affordable housing developments and rehabilitation projects in 2021. Environmental reviews are required by HUD to facilitate action on each of the additional affordable housing developments and rehabilitation projects.

14. Housing and Community Development: Approval to request the Mayor and City Council approve submission of an application to the Department of Housing and Urban Development (HUD), Healthy Homes Division for an Older Homes Modification Grant in the amount of approximately $1,250,000 that will provide maintenance and modification services to persons 62 years of age and older, earning eighty (80%) percent and below the Area Median Income (AMI). The services will allow elderly persons who own their homes to secure modifications that will assist them with aging in place. The goal is to complete 150 homes over three (3) years; investing $5,000 per home. Partners who will implement the modification services include Operation Home, Charleston Habitat for Humanity and the Sustainability Institute. No match is required.

15. Stormwater Management: Approval of a HUD CDBG MIT Grant Agreement for the Ehhrhardt St. Shaft Project to assist in mitigating flooding in the Charleston Medical District by connecting a tunnel to President and Cannon St. tunnels. The award amount is $9,964,190 with a City match of $4,245,646 for a total funding of $14,209,836. A City match of $852,903 will come from previously leveraged design costs and the remaining $3,392,743 will come from the Drainage Fund.
The Committee on Real Estate (Meeting was held on Monday, May 10, 2021 at 2:30 p.m., Conference Call: 1-929-205-6099; Access Code: 835 678 884)

a. Request approval authorizing the Mayor to execute on behalf of the City three Easements to Dominion in order to construct, maintain, operate, replace, and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, a line or lines of pipe to be buried to such depth so that it will not interfere with ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line. The property is owned by the City of Charleston. (TMS No. 457-07-04-034) (The SW Corner of Chisolm Street), (TMS No. 457-03-01-096) (The NW corner adjacent to Ashley Avenue), (TMS No. 352-10-00-001) (The SW Corner of 1350 Orange Grove Road).

b. Request authorization for the Mayor to execute any necessary documents and take any necessary action to accept, on behalf of the City of Charleston, a temporary construction easement over property owned by The Citadel Trust, Inc., for the renovations to Stoney Field. The property is owned by the Citadel Trust, Inc. (TMS No. 460-00-00-031) (Northwest corner of Hagood Avenue and Fishburne Street).

c. An ordinance amending Ordinance No. 2019-128, adopted December 3, 2019, by authorizing the Mayor to execute, on behalf of the City of Charleston, that certain Fourth Amendment to Option to Lease by and among the City of Charleston, as landlord; and Flatiron Partners, LLC and Classic Development Company, LLC, as tenants, under which the Ground Lease attached to the Option is revised to include language required by lender(s) for the development of the James Lewis, Jr. Apartment site.

d. Request authorization for the Mayor to execute a Declaration of Easements and take any other necessary action to memorialize the existence of a new permanent 40' City of Charleston subsurface tunnel easement and a new permanent variable width drainage easement on property owned by the City, commonly known as Harmon Field. (201 President Street) (TMS No. 460-07-03-001).

e. Request authorization for the City to take all necessary actions and execute all necessary documents to accept a drainage easement from St. James Church, James Island, S.C., over property designated as Charleston County TMS No. 425-01-00-032, as shown on pertinent plat. The property is owned by St. James Church, James Island, S.C. (Camp Road; TMS No. 425-01-00-032)

f. Consider the following annexation:

(i) 1453 S Edgewater Drive (0.47 acre) (TMS# 349-13-00-008), West Ashley, (District 11). The property is owned by Constantine D and Cherie A Liollio.

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.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree
DEPT. Information Technology
SUBJECT: HUMAN RESOURCES APPLICANT MANAGEMENT AND ONBOARDING SYSTEM
REQUEST: APPROVAL OF THE PURCHASE OF NEOGOV CLOUD-BASED HR APPLICANT
MANAGEMENT AND ONBOARDING SYSTEM. STATE CONTRACT #: 4400017794
COMMITTEE OF COUNCIL: Ways & Means
DATE: May 11, 2021

COORDINATION: This request has been coordinated with:
Information Technology
Procurement

FUNDING: Was funding previously approved? Yes
If yes, provide the following:
Dept./Div.: IT
Account #: 161000-52206
Balance in Account $2,436,529.42
Amount needed for this item $13,625.00

Does this document need to be recorded at the RMC's Office?
Yes

NOTES: This system would replace the existing applicant tracking system, providing improved
capabilities and expanded management services for receiving, processing, tracking and managing
employment applications submitted to the City of Charleston as well as new employee onboarding.
Total cost is applied over three-years: $13,625.00 (Year 1), $57,936 (Year 2), and $60,830 (Year 3)
for a total of $132,391.00. The 2021 cost is in 2021 budget. Subsequent years

CFO's Signature: Mattiello, Deputy CFO for Amy Whiting CFO

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.
NEOGOV ORDER FORM

NEOGOV:
GovernmentJobs.com, Inc. (dba "NEOGOV")
300 Continental Blvd., Suite 555
El Segundo, CA 90245
accounting@neogov.com
Quote Creation Date: 4/7/2021
Quote Expiration Date: 30 days from Quote Creation
Payment Terms: Annual. Net 30 from NEOGOV invoice.

Customer Name & Address:
City of Charleston (SC)
Contact Name: Ryan Landry
Contact Email: LANDRYR@charleston-sc.gov

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Term</th>
<th>Term Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insight Enterprise Subscription (IN)</td>
<td>36 Months</td>
<td>Year 1: WAIVED</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 2: $26,656.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 3: $27,989.00</td>
</tr>
<tr>
<td>GovernmentJobs.com Subscription (GJC)</td>
<td>36 Months</td>
<td>Year 1: WAIVED</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 2: $4,283.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 3: $4,494.00</td>
</tr>
<tr>
<td>Onboard Subscription (ON)</td>
<td>36 Months</td>
<td>Year 1: WAIVED</td>
</tr>
<tr>
<td>Insight – Implementation and Training</td>
<td></td>
<td>Year 2: $22,213.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 3: $23,324.00</td>
</tr>
<tr>
<td></td>
<td>One-Time</td>
<td>Year 1: $7,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 2: N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 3: N/A</td>
</tr>
<tr>
<td>Onboard – Implementation and Training</td>
<td>One-Time</td>
<td>Year 1: $5,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 2: N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 3: N/A</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>Year 1: $12,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 2: $53,152.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 3: $56,807.00</td>
</tr>
</tbody>
</table>

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.

2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated, all SaaS Subscriptions shall commence on the Effective Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.

3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.

4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

1. Initial Term: 36 Months
IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

<table>
<thead>
<tr>
<th>Customer</th>
<th>Governmentjobs.com, Inc. (DBA “NEOGOV”)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entity Name:</td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Print Name:</td>
<td>Print Name:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: DELL DESKTOP PERSONAL COMPUTERS
REQUEST: APPROVAL OF THE PURCHASE OF DELL COMPUTERS AS PART OF THE CITY'S ANNUAL PC ROTATION CYCLE. STATE CONTRACT #: 4400011358

COMMITTEE OF COUNCIL: Ways & Means DATE: May 11, 2021

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

Information Technology Yes N/A [Signature of Individual Coordinate] Attachment [X]
Procurement [X] [X]

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]
If yes, provide the following: Dept./Div.: IT Account #: 062021-52740
Balance in Account Lease- Purchase Amount needed for this item $55,644.48

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

NOTES: Provides 50 Dell Desktop PCs as part of the City's annual rotation of PCs on a 4-5 year rotation cycle. LEASE- PURCHASE.

CFO's Signature: [Signature]
FISCAL IMPACT: 2021 Lease Purchase

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.
A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this Quote to Order.

<table>
<thead>
<tr>
<th>Quote No.</th>
<th>3000084128166.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$55,644.48</td>
</tr>
<tr>
<td>Customer #</td>
<td>43392896</td>
</tr>
<tr>
<td>Quoted On</td>
<td>Apr. 22, 2021</td>
</tr>
<tr>
<td>Expires by</td>
<td>May. 22, 2021</td>
</tr>
<tr>
<td>Deal ID</td>
<td>14621854</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sales Rep</th>
<th>Laura Burns</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>(800) 456-3355, 6180176</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Laura_Burns@Dell.com">Laura_Burns@Dell.com</a></td>
</tr>
<tr>
<td>Billing To</td>
<td>CITY OF CHARLESTON</td>
</tr>
<tr>
<td></td>
<td>CITY OF CHARLESTON</td>
</tr>
<tr>
<td></td>
<td>PO BOX 853</td>
</tr>
<tr>
<td></td>
<td>CHARLESTON, SC 29402-0853</td>
</tr>
</tbody>
</table>

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Laura Burns

Shipping Group

<table>
<thead>
<tr>
<th>Shipping To</th>
<th>Shipping Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>RECV DEPT</td>
<td>Standard Delivery</td>
</tr>
<tr>
<td>CITY OF CHARLESTON</td>
<td></td>
</tr>
<tr>
<td>2 GEORGE ST,STE2800</td>
<td></td>
</tr>
<tr>
<td>INFORMATION TECHNOLOGY</td>
<td></td>
</tr>
<tr>
<td>CHARLESTON, SC 29401-3583</td>
<td></td>
</tr>
<tr>
<td>(843) 805-3220</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Product</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dell 27 Monitor - P2719H</td>
<td>$223.00</td>
<td>50</td>
<td>$11,150.00</td>
</tr>
<tr>
<td>St# C1HV04 OptiPlex 5080 Small Form Factor</td>
<td>$798.00</td>
<td>50</td>
<td>$39,900.00</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------</td>
<td>----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>$51,050.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shipping</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Tax</td>
<td>$4,594.48</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$55,644.48</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.
# Shipping Group Details

**Shipping To**
RECV DEPT  
CITY OF CHARLESTON  
2 GEORGE ST, STE2800  
INFORMATION TECHNOLOGY  
CHARLESTON, SC 29401-3583  
(843) 805-3220

**Shipping Method**
Standard Delivery

<table>
<thead>
<tr>
<th></th>
<th>Quantity</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dell 27 Monitor - P2719H</td>
<td>$223.00</td>
<td>$11,150.00</td>
</tr>
</tbody>
</table>

---

**SH# C1HV04 OptiPlex 5080 Small Form Factor**

Estimated delivery if purchased today:  
May, 04, 2021  
Contract # C000000010739  
Customer Agreement # MNWNC-108/4400011358

<table>
<thead>
<tr>
<th>Description</th>
<th>SKU</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>OptiPlex 5080 SFF BTX</td>
<td>210-AOVV</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>10th Generation Intel Core i7-10700 (8-Core, 16MB Cache, 2.9GHz to 4.8GHz, 65W)</td>
<td>338-BVCD</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>VR Headset Thermal Pad for 8 Core / 10 Core Processor (Small Form Factor)</td>
<td>412-AATS</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>Win 10 Pro 64 English, French, Spanish</td>
<td>619-AHKN</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>No Microsoft Office License Included – 30 day Trial Offer Only</td>
<td>658-BCSB</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>16GB (2x8GB) DDR4 non-ECC Memory</td>
<td>370-AFLD</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>M.2 512GB PCIe NVMe Class 40 Solid State Drive</td>
<td>400-BEUR</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>M.2 22x30 Thermal Pad</td>
<td>412-AAQT</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>M2X3.5 Screw for SSD/SSDPE</td>
<td>773-BBBC</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>No Additional Hard Drive</td>
<td>401-AANH</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>Intel Integrated Graphics, Dell OptiPlex</td>
<td>490-BBFG</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>OptiPlex 5080 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)</td>
<td>329-BEVD</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>DVD+/-RW Bezel</td>
<td>325-BDSD</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>8x DVD+/-RW 9.5mm Optical Disk Drive</td>
<td>429-ABFH</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>CMS Essentials DVD no Media</td>
<td>658-BBTV</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>No Media Card Reader</td>
<td>379-BBHM</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>System Power Cord (Philippine/TH/US)</td>
<td>450-AAOJ</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>Chassis Intrusion Switch - SFF</td>
<td>461-AAEE</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>No Wireless LAN Card</td>
<td>555-BBFO</td>
<td>-</td>
<td>50</td>
<td>-</td>
</tr>
<tr>
<td>Feature/Part Description</td>
<td>Code</td>
<td>Unit</td>
<td>Note</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
<td>--------</td>
<td>------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>No Wireless Driver</td>
<td>340-AFMQ</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>No Additional Cable Requested</td>
<td>379-BBCY</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>No PCIe add-in card</td>
<td>492-BBFF</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>No Selection</td>
<td>580-AABG</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>No mouse selected on your system</td>
<td>570-AAAF</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>No Cable Cover</td>
<td>325-BCZQ</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>SupportAssist</td>
<td>525-BBCL</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Dell(TM) Digital Delivery Cirrus Client</td>
<td>640-BBLW</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)</td>
<td>658-BBMR</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Waves Maxx Audio</td>
<td>658-BBRR</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Dell SupportAssist CS Recovery Tool</td>
<td>658-BEOK</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Dell Optimizer</td>
<td>659-BEQP</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>ENERGY STAR Qualified</td>
<td>387-BBLW</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>EPEAT 2016 Registered (Silver)</td>
<td>379-BDTO</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Dell Watchdog Timer</td>
<td>379-BDUG</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Quick Setup Guide 5030 SFF</td>
<td>340-CPQF</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Print on Demand Label</td>
<td>389-BDQH</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Trusted Platform Module (Discrete TPM Enabled)</td>
<td>329-BBJL</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Shipping Material for SFF (DAO)</td>
<td>340-CQYR</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Shipping Label for DAO, BRZ</td>
<td>389-BBUU</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>No CompuTrace</td>
<td>461-AABF</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Regulatory Label for OptiPlex 5080 SFF 200 W. DAO</td>
<td>389-DVUB</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>No Hard Drive Bracket, Dell OptiPlex</td>
<td>575-BBKX</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>No Intel Responsive</td>
<td>551-BBBJ</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Desktop BTS/BTP Shipment</td>
<td>800-BBIP</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Fixed Hardware Configuration</td>
<td>998-ECZK</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>No Additional Add In Cards</td>
<td>382-BBHX</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>No Additional Video Ports</td>
<td>482-BCHK</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Intel Standard Manageability (ISM)</td>
<td>631-ACOK</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>No Dell Backup and Recovery software</td>
<td>637-AAAM</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>No Optane</td>
<td>400-BFPO</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Speaker for Tower and SFF</td>
<td>520-AARD</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>No External ODD</td>
<td>429-ABGY</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Dell Limited Hardware Warranty Plus Service</td>
<td>804-9043</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Onsite/In-Home Service After Remote Diagnosis 4 Years</td>
<td>804-9046</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>CFI Routing SKU</td>
<td>366-0257</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Configuration Services - Custom m, Image Load</td>
<td>366-0330</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Configuration Services - Custom m, Asset Report</td>
<td>366-0334</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Configuration Services - BIOS Setting Changes (Multiple Set Ins)</td>
<td>366-0335</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>CFI, Information, WIN10, 64BIT, VLA, Factory Install</td>
<td>378-2297</td>
<td>50</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------</td>
<td>----------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>$51,050.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shipping</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Tax</td>
<td>$4,594.48</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$55,644.48</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The actual amounts shall be stated on the relevant Invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer’s affiliate and Supplier or a Supplier’s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell’s Terms of Sale (available at www.dell.com/terms or www.dell.com/oid/terms), or for cloud-as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the “Governing Terms”). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer’s use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/usa. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain Infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer’s use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on a standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer’s use (and Customer’s resale of and the end-user’s use) of these items in the order is subject to the applicable govern agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier’s compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer’s invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

* Dell Business Credit (DBC): OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Daniel Curia DEPT. Fire Department
SUBJECT: 2021 FORD F-450 TRUCK W/PLATFORM BODY
REQUEST: Approval to purchase a 2021 Ford F-450 Truck w/Platform Body for Technical Services from Dick Smith Ford, 7201 Garners Ferry Rd., Columbia, SC 29209. SC Contract #4400024852 & #4400024844.

COMMITTEE OF COUNCIL: Ways & Means DATE: May 11, 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></td>
<td></td>
</tr>
<tr>
<td>Fire Department</td>
<td>x</td>
<td></td>
<td>[Signature]</td>
<td></td>
</tr>
<tr>
<td>Procurement Director</td>
<td>x</td>
<td></td>
<td>[Signature]</td>
<td></td>
</tr>
</tbody>
</table>

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

If yes, provide the following:

Dept./Div.: 210000
Account #: 58010

Balance in Account: $137,000
Amount needed for this item: $51,884.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: [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.
City of Charleston
South Carolina
Charleston Fire Department

MEMORANDUM

To: Mayor John J. Tecklenburg
   and City Council

From: Daniel M. Curia, Fire Chief

Subject: Ford F-450 with Platform Body

Date: April 26, 2021

The Charleston Fire Department is requesting to purchase one (1) Ford F-450 with a platform body on State Contract #4400024852 for $51,884.00. The vehicle is purchased for Technical Services and will be used by the department to haul the various trailers the department owns. In addition, the department needs a heavier duty tow vehicle capable of hauling the newest marine vessel. The vehicle will also be capable of delivering department supplies and large items during emergencies to support emergency management.
# PURCHASE REQUEST FORM

**Requestor:** Jason Krusen  
**Department:** Fire  
**Date:** 4/22/21  
**Division:** 210000  
**Ship to Location:** 1950 Milford St, Charleston SC  
**Approval:** [Signature]

**SUGGESTED SUPPLIER:**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>Phone Number</th>
<th>Contact</th>
</tr>
</thead>
</table>
| Dick Smith Ford    | 7201 Garners Ferry Rd.         | (800) 922-6218 | Name: Cassie Roultree  
                      | Columbia SC 29209                    |                           | Email: cassandraroultree@DickSmith.com |

**PURCHASE REQUESTS:**

<table>
<thead>
<tr>
<th>Line</th>
<th>Quantity</th>
<th>Unit</th>
<th>Item Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Account Number(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>ea</td>
<td></td>
<td>Ford F-450 Truck</td>
<td>$45,737.00</td>
<td>$45,737.00</td>
<td>58010</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>ea</td>
<td></td>
<td>Platform Body, 9', w/ stakes</td>
<td>$5,647.00</td>
<td>$5,647.00</td>
<td>58010</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td></td>
<td></td>
<td>IMF</td>
<td>$500.00</td>
<td>$500.00</td>
<td>58010</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal** $51,884.00  
**Tax** $0.00  
**Total** $51,884.00

**Notes:** This vehicle is for the Fire Department. The vehicle is on State contract as is the flat bed. Dick Smith will coordinate and invoice for final total cost at delivery.

State Contract Dick Smith #4400024852  
State Contract Lee Transport #4400024844

**Instructions:** Submit this completed form to your Divisional Initiator for entry into the IFAS; proper approvals will follow via workflow in IFAS.
<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Price</td>
<td>42,467.00</td>
</tr>
<tr>
<td>Body Handling Fee</td>
<td>1,485.00</td>
</tr>
<tr>
<td>Add: Crew Cab</td>
<td>2,688.00</td>
</tr>
<tr>
<td>Add: 4x4 Shift on the Fly</td>
<td>2,569.00</td>
</tr>
<tr>
<td>Add: Race Red</td>
<td>200.00</td>
</tr>
<tr>
<td>Add: High Cap Tow Package</td>
<td>1,130.00</td>
</tr>
<tr>
<td>Add: Electric Brake Controller</td>
<td>355.00</td>
</tr>
<tr>
<td>Add: Spare Tire w/Jack</td>
<td>100.00</td>
</tr>
<tr>
<td>Add: Powerscope Trailer Tow Mirrors</td>
<td>275.00</td>
</tr>
<tr>
<td>Add: Dual Batteries</td>
<td>200.00</td>
</tr>
<tr>
<td>Add: Privacy Glass</td>
<td></td>
</tr>
<tr>
<td>Deduct for Gas</td>
<td>-6,052.00</td>
</tr>
<tr>
<td>Lee Transport Quote:GS-04222021-A</td>
<td>5,647.00</td>
</tr>
<tr>
<td>State Contract #44000024844</td>
<td></td>
</tr>
<tr>
<td>Tax</td>
<td>500.00</td>
</tr>
<tr>
<td>Total</td>
<td>51,884.00</td>
</tr>
</tbody>
</table>

7201 GARNERS FERRY ROAD • COLUMBIA, SC 29209
(803) 254-4000 • 1-800-922-6218
**LEE TRANSPORT EQUIPMENT INC.**

*Custom Quotation For:*

Charleston Fire Department

(Please note: South Carolina State Contract for Flat Bed Bodies Number #4400024844)

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furnish and install Knapeheide 9' flat bed model # PVMXS-938C to state contract specifications</td>
<td></td>
<td>$3,412.00</td>
</tr>
<tr>
<td>14,000# Receiver hitch installed with 7-way plug and back up alarm</td>
<td></td>
<td>$485.00</td>
</tr>
<tr>
<td>40&quot; High stake sides and rears</td>
<td></td>
<td>$1,300.00</td>
</tr>
<tr>
<td>36&quot;X18&quot;X18&quot; Under body tool box installed on curb side</td>
<td></td>
<td>$450.00</td>
</tr>
<tr>
<td>Body painted Black</td>
<td></td>
<td>INC</td>
</tr>
</tbody>
</table>

Price good for 30 days. Tax not Inc.

Vehicle: Customers chassis covered with primary coverage insurance while in the care and the custody of L.T.E. Product Liability insurance carried.

<table>
<thead>
<tr>
<th>Class:</th>
<th>F-450 DRW</th>
<th>C/A</th>
<th>Paint:</th>
<th>Race Red</th>
</tr>
</thead>
</table>

Other Data: 

Tax Exempt: 

Accepted By: 

By: Greg L Stowers

Date: 

Terms: 

Delivery Date: 

Price: $5,647.00

Special Discount: 

Net Price: $5,647.00

Local Option Tax: $ 

State Sales Tax: 

Total Price: 

Lee Transport Equipment, Inc.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds DEPT. Police Department
SUBJECT: EOD EQUIPMENT
REQUEST: Approval to purchase EOD equipment from Atlantic Diving Supply
DBA ADS, 621 Lynnhaven Pkwy., Ste. 160, Virginia Beach, VA 23452
GSA Contract #GS-07F-5965P

COMMITTEE OF COUNCIL: Ways & Means DATE: May 11, 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></td>
<td></td>
</tr>
<tr>
<td>Police Department</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Procurement Director</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐
If yes, provide the following: Dept./Div.: 240029 Account #: 58015
Balance in Account $41,974.85 Amount needed for this item $41,974.85

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

NEED: Identify any critical time constraint(s).

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.
## BILL TO

**NAME**
CHARLESTON SC PD  
**ATTN:** Judson Halthcock

**ADDRESS**
180 LOCKWOOD BLVD  
CHARLESTON, SC 29403  
US

## SHIP TO

**NAME**
CHARLESTON SC PD  
**ATTN:** Judson Halthcock

**ADDRESS**
180 Lockwood BLVD  
Charleston, SC 29403  
US

<table>
<thead>
<tr>
<th>TERMS</th>
<th>DODAAC / TIN</th>
<th>INSIDE SALESPER</th>
<th>OUTSIDE SALESPER</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 NET</td>
<td></td>
<td>MILLER, JAMIE</td>
<td>MATTHEWS, MIKE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>757-416-6514</td>
<td>757-416-6374</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:jamiemiller@adsinc.com">jamiemiller@adsinc.com</a></td>
<td><a href="mailto:mmatthews@adsinc.com">mmatthews@adsinc.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MANUFACTURER PART NUMBER</th>
<th>ADS PART NUMBER</th>
<th>PART DESCRIPTION</th>
<th>QTY</th>
<th>COUNTRY OF ORIGIN</th>
<th>LEAD TIME (DAYS)</th>
<th>GSA REMARKS</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>8002578</td>
<td>8002578</td>
<td>SUIT EOD 10E OLIVE DRAB MEDIUM</td>
<td>1</td>
<td>Canada</td>
<td>154</td>
<td>GSA #GS-07F-5965P</td>
<td>$18,948.36</td>
<td>$18,948.36</td>
</tr>
<tr>
<td>8002581</td>
<td>8002581</td>
<td>EOD 10E HELMET PKG, OLIVE DRAB</td>
<td>1</td>
<td>Canada</td>
<td>154</td>
<td>GSA #GS-07F-5965P</td>
<td>$15,296.57</td>
<td>$15,296.57</td>
</tr>
<tr>
<td>8001990</td>
<td>8001990</td>
<td>FRONT FOOT PROTECTION - PAIR - BERRY</td>
<td>1</td>
<td>United States</td>
<td>154</td>
<td>Open Market</td>
<td>$322.58</td>
<td>$322.58</td>
</tr>
<tr>
<td>8001061</td>
<td>8001061</td>
<td>BB-2590 BATTERY WCHARGER</td>
<td>1</td>
<td>Canada</td>
<td>154</td>
<td>GSA #GS-07F-5965P</td>
<td>$1,061.96</td>
<td>$1,061.96</td>
</tr>
<tr>
<td>8001051</td>
<td>8001051</td>
<td>EOD 10, BA FACE SHIELD -</td>
<td>1</td>
<td>United States</td>
<td>154</td>
<td>Open Market</td>
<td>$2,879.57</td>
<td>$2,879.57</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td>----------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SUBTOTAL:</strong></td>
<td>$38,509.04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TAX:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FREIGHT:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td>$38,509.04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**

**Compliance Statement for Shipment of Controlled Items**

**ITAR and EAR:** These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

**EEC:** N/A

**Returns and Exchanges**

Returns and exchanges may be subject to restocking fees. Certain products are not eligible for returns or exchanges.

Product availability, prices and delivery dates are based upon current information at the time of quote. All information is subject to reconfirmation upon finalization of order. Quotes with the DRAFT watermark are not official ADS quotes and are subject to change at any time.

This document is considered confidential and proprietary property of ADS, Inc. and is provided on the express condition that the data contained in it are not to be used, disclosed, or reproduced in whole or in part for any purpose without the express written consent of ADS, Inc.

ADS's ability to provide the products listed herein is contingent on ADS's ability to obtain any and all required export/import licenses. If licenses are required, additional fees may be added to account for these regulatory obligations.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton, DEPT. BFRC
SUBJECT: YEAR 2020 2ND AMENDMENT TO GENERAL FUND EXPENDITURE BUDGET
REQUEST: Request approval & forward to Council for First Reading
COMMITTEE OF COUNCIL: W&M DATE: May 11, 2021

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

<table>
<thead>
<tr>
<th>Legal Dept.</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

If yes, provide the source of funds

Balance in Expenditure Account Amount needed for this item

NEED: Identify any critical time constraint(s). Required to be adopted by 5/25 to complete FY 2020 audit.

CFO Signature: ____________________________

FISCAL IMPACT: To authorize the use of 2020 revenues in excess of budget and fund balance to fund unbudgeted expenditures in 2020.

Mayor's Signature: ____________________________

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (THROUGH CFO/BUDGET DIRECTOR) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE AGENDA MEETING.
AN ORDINANCE


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

Section 1: That the following sums of money be and the same hereby are appropriated for the following purposes, such appropriations to be in addition to the appropriations heretofore provided in “An Ordinance to Make Appropriations to Meet the Liabilities of the City of Charleston for the Fiscal Year Ending December 31, 2020” as amended on October 27, 2020, bearing the ratification number 2020-149 and appearing in the Council Proceedings of that date.

**GENERAL GOVERNMENT**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Personnel</th>
<th>Fringe Benefits</th>
<th>Operating</th>
<th>Capital</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>170100</td>
<td>Facilities Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Personnel</td>
<td>0</td>
<td></td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Fringe Benefits</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Operating</td>
<td></td>
<td></td>
<td>8,678</td>
<td></td>
<td>8,678</td>
</tr>
<tr>
<td></td>
<td>Capital</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>0</td>
<td></td>
<td>8,678</td>
<td></td>
<td>8,678</td>
</tr>
<tr>
<td>171550</td>
<td>Visitor Center Building</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Personnel</td>
<td>0</td>
<td></td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Fringe Benefits</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Operating</td>
<td></td>
<td></td>
<td>2,698,502</td>
<td></td>
<td>2,698,502</td>
</tr>
<tr>
<td></td>
<td>Capital</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,698,502</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>0</td>
<td></td>
<td>2,698,502</td>
<td></td>
<td>2,698,502</td>
</tr>
<tr>
<td>182000</td>
<td>General Insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Personnel</td>
<td>0</td>
<td></td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Fringe Benefits</td>
<td></td>
<td></td>
<td>230,000</td>
<td></td>
<td>230,000</td>
</tr>
<tr>
<td></td>
<td>Operating</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>230,000</td>
</tr>
<tr>
<td></td>
<td>Capital</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>0</td>
<td></td>
<td>230,000</td>
<td></td>
<td>230,000</td>
</tr>
<tr>
<td>900000</td>
<td>Non-Departmental</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Personnel</td>
<td>0</td>
<td></td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Fringe Benefits</td>
<td></td>
<td></td>
<td>2,848,679</td>
<td></td>
<td>2,848,679</td>
</tr>
<tr>
<td></td>
<td>Operating</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,848,679</td>
</tr>
<tr>
<td></td>
<td>Capital</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>0</td>
<td></td>
<td>2,848,679</td>
<td></td>
<td>2,848,679</td>
</tr>
</tbody>
</table>

**Total General Government - General Fund**

5,785,859

**PUBLIC SAFETY**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Personnel</th>
<th>Fringe Benefits</th>
<th>Operating</th>
<th>Capital</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>200000</td>
<td>Police</td>
<td></td>
<td></td>
<td></td>
<td>944,190</td>
<td>944,190</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>92,080</td>
<td>1,036,270</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>58,016</td>
<td>1,094,286</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,094,286</td>
</tr>
<tr>
<td>210000</td>
<td>Fire</td>
<td></td>
<td></td>
<td></td>
<td>50,307</td>
<td>50,307</td>
</tr>
<tr>
<td>Account Code</td>
<td>Activity Description</td>
<td>Personnel</td>
<td>Fringe Benefits</td>
<td>Operating</td>
<td>Capital</td>
<td>Total</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------------------------</td>
<td>-----------</td>
<td>----------------</td>
<td>-----------</td>
<td>---------</td>
<td>-------</td>
</tr>
<tr>
<td>211000</td>
<td>Fire Department Training</td>
<td>49,945</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>49,945</td>
</tr>
<tr>
<td>213000</td>
<td>Fire Marshal's Office</td>
<td>32,472</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>32,472</td>
</tr>
<tr>
<td></td>
<td>Total Public Safety - General Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,473,644</td>
</tr>
<tr>
<td>321000</td>
<td>Environmental Services Admin</td>
<td>39,056</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>39,056</td>
</tr>
<tr>
<td>322000</td>
<td>Garbage Collection</td>
<td>74,886</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>74,886</td>
</tr>
<tr>
<td>323000</td>
<td>Trash Collection</td>
<td>13,683</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>13,683</td>
</tr>
<tr>
<td>324000</td>
<td>Street Sweeping</td>
<td>39,711</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>39,711</td>
</tr>
<tr>
<td>955000</td>
<td>Emergency Preparedness #1</td>
<td>0</td>
<td>306,563</td>
<td>0</td>
<td>0</td>
<td>306,563</td>
</tr>
<tr>
<td></td>
<td>Total Public Service - General Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>473,899</td>
</tr>
<tr>
<td>521000</td>
<td>Parks Administration</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

**CULTURE & RECREATION**
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fringe Benefits</td>
<td>0</td>
</tr>
<tr>
<td>Operating</td>
<td>175,820</td>
</tr>
<tr>
<td>Capital</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>175,820</td>
</tr>
</tbody>
</table>

522000 Grounds Maintenance

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>42,733</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>0</td>
</tr>
<tr>
<td>Operating</td>
<td>0</td>
</tr>
<tr>
<td>Capital</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>42,733</td>
</tr>
</tbody>
</table>

Total Culture & Recreation - General Fund 218,553

TRANSFERS OUT

932000 General Fund Transfers Out

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers Out</td>
<td>591,800</td>
</tr>
<tr>
<td>Personnel</td>
<td>0</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>0</td>
</tr>
<tr>
<td>Operating</td>
<td>0</td>
</tr>
<tr>
<td>Capital</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>591,800</td>
</tr>
</tbody>
</table>

Total Other - General Fund 591,800

TOTAL APPROPRIATION: 8,543,755
Section 2: The monies herein appropriated were derived from various revenues received in 2020 and Fund Balance at December 31, 2019. The Chief Financial Officer is hereby authorized and directed to make the necessary adjustments to the City's books.

Section 3: The Chief Financial Officer is hereby authorized to make the necessary inter- and intra-departmental transfers on the City's books.

Section 4: This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of May, 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

ATTEST:

________________________________________
Jennifer Cook, Clerk of Council
TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton
DEPT. BFRC
SUBJECT: YEAR 2020 2ND AMENDMENT TO GENERAL FUND REVENUE BUDGET
REQUEST: Request approval & forward to Council for First Reading
COMMITTEE OF COUNCIL: W&M DATE: May 11, 2021

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

Legal Dept.  Yes  N/A  Signature  Attachment
Cap. Proj. Cmte. Chair  Yes

FUNDING: Was funding previously approved? Yes  no  N/A  X
If yes, provide the source of funds
Balance in Expenditure Account
Amount needed for this item

NEED: Identify any critical time constraint(s). Approval needed by 5/25 to complete 2020 audit and financial statements by June 30.


ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (THROUGH CFO/BUDGET DIRECTOR) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE AGENDA MEETING.
AN ORDINANCE

TO RECOGNIZE THE USAGE OF ADDITIONAL FUNDS TO MEET ADDITIONAL APPROPRIATIONS AUTHORIZED BY ORDNANCE 2021-____ FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020

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

Section 1: The revenues of the City government applicable to the financing of the appropriation of $223,168,947 are hereby supplemented by the following increases in revenues as hereto provided in "An Ordinance to Raise Funds for the Fiscal Year Ending December 31, 2020," as amended on October 27, 2020, bearing the ratification number 2020-150 and appearing in the Council proceedings of those dates.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1</td>
<td>Licenses</td>
<td>$752,000</td>
</tr>
<tr>
<td>Item 2</td>
<td>Permits &amp; Fees</td>
<td>$328,412</td>
</tr>
<tr>
<td>Item 3</td>
<td>State of South Carolina</td>
<td>$2,618,755</td>
</tr>
<tr>
<td>Item 4</td>
<td>Miscellaneous Income</td>
<td>$490,042</td>
</tr>
<tr>
<td>Item 5</td>
<td>Federal Programs</td>
<td>$493,353</td>
</tr>
</tbody>
</table>

Total General Fund $4,682,562
Total General Fund - Transfers In $2,834,710
Total General Fund - Other Financing Sources $1,026,483
Total General Fund Revenues and Other Financing Sources $8,543,755

Total To Be Appropriated $8,543,755

Section 2: The monies herein appropriated were derived from various revenues in excess of budget and Fund Balance at December 31, 2019. The Chief Financial Officer is hereby authorized and directed to make the necessary adjustments to the City’s books.

Section 3: The Chief Financial Officer is hereby authorized to make the necessary inter- and intra-departmental transfers on the City’s books.

Section 4: This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of May, 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

ATTEST:

______________________________
Jennifer Cook, Clerk of Council
AN ORDINANCE

PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS AND SEWER SYSTEM REFUNDING REVENUE BONDS OF THE CITY OF CHARLESTON IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING $160,000,000 AND OTHER MATTERS RELATING THERETO.

(SERIES ORDINANCE)
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Recitals and Statement of Purpose</td>
<td>1</td>
</tr>
<tr>
<td>1.01</td>
<td>Definitions</td>
<td>1</td>
</tr>
<tr>
<td>1.02</td>
<td>Authority for Series Ordinance</td>
<td>2</td>
</tr>
<tr>
<td>2.01</td>
<td>Determination of the Useful Life of the System</td>
<td>2</td>
</tr>
<tr>
<td>2.02</td>
<td>Principal Amount; Designation of Series</td>
<td>2</td>
</tr>
<tr>
<td>2.03</td>
<td>Purposes</td>
<td>3</td>
</tr>
<tr>
<td>2.04</td>
<td>Date; Interest Rate; Maturity; Redemption and Sale</td>
<td>3</td>
</tr>
<tr>
<td>2.05</td>
<td>Authentication; Payment of Interest</td>
<td>3</td>
</tr>
<tr>
<td>2.06</td>
<td>Denomination; Numbering; Book Entry</td>
<td>3</td>
</tr>
<tr>
<td>2.07</td>
<td>Maintenance of Offices for Payment, Transfer and Exchange of Bonds; Registrar</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td><strong>ARTICLE III</strong></td>
<td></td>
</tr>
<tr>
<td>3.01</td>
<td>Execution of the Series of Bonds</td>
<td>4</td>
</tr>
<tr>
<td>3.02</td>
<td>No Recourse on the Series of Bonds</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td><strong>ARTICLE IV</strong></td>
<td></td>
</tr>
<tr>
<td>4.01</td>
<td>Authorization</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td><strong>ARTICLE V</strong></td>
<td></td>
</tr>
<tr>
<td>5.01</td>
<td>The Series Debt Service Reserve Fund</td>
<td>5</td>
</tr>
<tr>
<td>5.02</td>
<td>Use and Disposition of Bond Proceeds</td>
<td>7</td>
</tr>
</tbody>
</table>
ARTICLE VI

PURCHASE CONTRACT:
CONTINUING DISCLOSURE UNDERTAKING:
OTHER INSTRUMENTS

Section 6.01 Authorization of Purchase Contract, Continuing Disclosure Undertaking and Other Financing Instruments .............................................................................................................. 8
Section 6.02 Approval of Preliminary Official Statement; Authorization of Official Statement .......... 8
Section 6.03 Information Report ........................................................................................................ 8
Section 6.04 Other Instruments and Actions ..................................................................................... 8

ARTICLE VII

MISCELLANEOUS

Section 7.01 Severability .................................................................................................................... 9
Section 7.02 Table of Contents and Section Headings Not Controlling ............................................. 9
Section 7.03 No Broker Confirmations ............................................................................................. 9

EXHIBIT "A" RESOLUTION ADOPTED APRIL 27, 2021 BY COMMISSIONERS OF PUBLIC WORKS
EXHIBIT "B" FORM OF BOND
AS AN INCIDENT TO THE ADOPTION OF THIS ORDINANCE, THE CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA ("CITY COUNCIL"), MAKES THE FOLLOWING FINDINGS OF FACT:

1. The City Council of the City of Charleston, South Carolina ("City Council"), has made general provision for the issuance of waterworks and sewer system revenue bonds (the "Bonds") of the City of Charleston, South Carolina (the "City"), through the means of an ordinance adopted October 24, 1984, bearing Ratification No. 1984-149, entitled "An Ordinance Providing For The Issuance And Sale Of Waterworks and Sewer System Revenue Bonds Of The City Of Charleston, South Carolina, And Other Matters Relating Thereto" as amended (the "Bond Ordinance"); and

2. It is provided in and by the Bond Ordinance that, upon adoption of a "Series Ordinance" there may be issued one or more series of Bonds for the purpose of providing funds for improvements and extensions to the waterworks and sewer system of the City (the "System") or to pay and redeem any outstanding bond anticipation notes of the City issued in anticipation of the issuance of Bonds or to refund bonds payable from the revenues of the System; and

3. On April 27, 2021, the Commissioners of Public Works (the "Commissioners") adopted a Resolution, a copy of which is attached hereto as Exhibit A, entitled "A Resolution Requesting City Council Approval of an Ordinance to Provide for the Issuance and Sale of Not Exceeding $160,000,000 Waterworks and Sewer System Refunding Revenue Bonds of the City of Charleston, South Carolina;" and

4. The Commissioners have determined that refunding of certain outstanding debt payable from revenues of the System may be fiscally advantageous to its operations as it addresses future capital needs facing the System. As a consequence, the Commissioners have determined it is in the best interest of the System to refund the outstanding City of Charleston, South Carolina Waterworks and Sewer System Capital Improvement Revenue Bonds, Series 2006B, issued in the original principal amount of $130,000,000 (the "Refunded Bonds"); and

5. The Commissioners have determined that not exceeding $160,000,000 may be required in order to provide funds to defray the cost of refunding the Refunded Bonds, including the termination of the Swap Agreement (as defined in the resolution attached hereto as Exhibit A) and the costs of issuance related to the refunding of the Refunded Bonds; and

6. By reason of the foregoing, it has been determined to adopt this ordinance as a "Series Ordinance" in accordance with the terms and provisions of the Bond Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I

DEFINITIONS AND AUTHORITY

Section 1.01. Definitions.

(A) Except as provided in subsection (B) below, all terms which are defined in Section 1.01 of the Bond Ordinance shall have the same meanings in this Series Ordinance as such terms are prescribed to have in the Bond Ordinance.
(B) As used in this Series Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which the corporate trust office of the Trustee is authorized by law to remain closed or any day on which the payment system of the Federal Reserve is not operational.

"Continuing Disclosure Undertaking" shall mean the Continuing Disclosure Undertaking executed by the City, as amended from time to time in accordance with the provisions thereof, providing for the delivery and dissemination of certain information with respect to the City and any Series of Bonds issued pursuant to this Series Ordinance.

"Purchase Contract" shall mean the Purchase Contract between the City, the Commissioners and the Underwriters providing for the sale and purchase of any Series of Bonds issued pursuant to this Series Ordinance.

"Series Debt Service Reserve Fund" shall mean the Fund so designated and established pursuant to Section 5.01 hereof.

"Series of Bonds" shall mean any Series of Bonds of the City of the Series authorized by this Series Ordinance and, unless determined otherwise by the Mayor, designated "City of Charleston, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds," with a Series designation to signify the year such series is issued.

"Series Ordinance" shall mean this Ordinance.

"Series Reserve Requirement," if any, shall mean an amount as determined by the Commissioners pursuant to Article IV hereof.

"Underwriter" or "Underwriters" shall mean Wells Fargo Bank, National Association as Senior Underwriter with BofA Securities, Inc. and Rice Financial Products Company serving as Co-Managers.

Section 1.02. Authority for Series Ordinance. This Series Ordinance is adopted pursuant to the provisions of the Bond Ordinance.

ARTICLE II

AUTHORIZATION AND TERMS OF THE SERIES OF BONDS

Section 2.01. Determination of the Useful Life of the System. In accordance with the requirements of Section 6-17-60 of the Enabling Act, the period of usefulness of the System is hereby determined to be not less than 40 years.

Section 2.02. Principal Amount; Designation of Series. Pursuant to the provisions of the Bond Ordinance, Bonds of the City entitled to the benefits, protection and security of the provisions of the Bond Ordinance are hereby authorized in the aggregate principal amount of not exceeding $160,000,000. Such amount may be issued in one or several Series of Bonds as determined by the Commissioners and set forth in the Series Resolutions, hereinafter defined. The Series or several Series of Bonds authorized by this Series Ordinance shall be issued no later than December 31, 2022. Each Series of Bonds so authorized and
issued, unless determined otherwise by the Mayor. shall be designated "City of Charleston, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds" and shall bear a Series designation to signify the year such series is issued. The Series of Bonds shall be in substantially the form set forth in Exhibit "B" hereto.

Section 2.03. Purposes. The Series of Bonds are authorized for the purpose of obtaining funds to provide for the redemption of the Refunded Bonds, the payment of the termination fee of the Swap Agreement, the funding of the Debt Service Reserve Fund, if any, to the required level, and the payment of the costs of issuing the Series of Bonds.

Section 2.04. Date; Interest Rate; Maturity; Redemption and Sale. The Date of Issue of the various Series of Bonds shall be as set forth in the Series Resolution. The maturity schedule setting forth the date of the maturities of the Series of Bonds (which maturities shall not exceed 40 years) and amounts payable on such dates, the rates of interest borne by the Series of Bonds including the methodology for determining the rate of interest and the amounts of Bonds which shall be term Bonds and Serial Bonds shall be fixed by the Series Resolution and approved by the Mayor. The Series of Bonds shall be subject to optional and/or mandatory redemption and/or optional or mandatory tender for purchase at such times and on such terms and conditions as shall be established by the Commissioners in the Series Resolution and approved by the Mayor. The Series of Bonds shall be sold to the Underwriters.

Section 2.05. Authentication; Payment of Interest.

(A) Each of the Series of Bonds shall be authenticated on such date as it shall be delivered. Each Series of Bonds shall bear interest from the Bond Payment Date immediately preceding the authentication date thereof, unless the authentication date thereof is a Bond Payment Date, in which event, each such Series Bond shall bear interest from the earlier of such authentication date, or the date to which interest has been paid. In the event authentication shall precede the first payment of interest on each of the Series of Bonds, interest shall be payable from the date selected by the Commissioners for the initial dating of the Bonds of such Series.

(B) The interest on all Series of Bonds shall be paid by check or draft mailed from the office of the Trustee to the persons in whose name the Series of Bonds are registered at the close of business on the Record Date, provided that, any Holder of $1,000,000 or more in aggregate principle amount of Series of Bonds shall be entitled, by written request to the Trustee received no later than the Record Date, to direct any payments of interest due with respect to such Bonds be made to such Holder by wire transfer to an account within the continental United States. Such request shall provide the Trustee with specific direction as to manner of making such payment.

(C) The principal on all Series of Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 2.06. Denomination; Numbering; Book-Entry. The Series of Bonds shall be issued in such denominations as the Commissioners shall determine not exceeding the principal amount of the Series of Bonds maturing in such year. The Series of Bonds shall be numbered in such a fashion as to maintain accurate records thereof. The Series of Bonds may be delivered in book-entry form as determined by the Commissioners.

Section 2.07. Maintenance of Offices for Payment, Transfer, and Exchange of Bonds; Registrar. As long as any Series of Bond remains Outstanding, the Commissioners shall maintain a Paying Agent and a Registrar therefor. Unless otherwise directed in writing by the Commissioners to the Trustee, the Trustee shall act as Registrar and Paying Agent.
ARTICLE III

EXECUTION; NO RECOUSE

Section 3.01. Execution of the Series of Bonds. The Series of Bonds shall be executed and authenticated in accordance with the applicable provisions of the Bond Ordinance.

Section 3.02. No Recourse on the Series of Bonds. All covenants, stipulations, promises, agreements and obligations of the City contained in the Bond Ordinance or in this Series Ordinance shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not those of any officer or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal or redemption price of or interest on the Series of Bonds or for any claim based thereon or on the Bond Ordinance or in this Series Ordinance, either jointly or severally, against any officer or employee of the City or any person executing the Bonds.

ARTICLE IV

AUTHORIZATION TO COMMISSIONERS

Section 4.01. Authorization.

(A) The Commissioners are hereby authorized and empowered to adopt one or several Series Resolutions relating to the Series of Bonds to be called the "Series Resolutions."

(B) The Series Resolutions shall express the approval of the Commissioners to the issuance of the various Series of Bonds to be issued pursuant to the Bond Ordinance and the Series Ordinance and their agreement to abide by all of the terms, provisions and agreements set forth in the Bond Ordinance and in the Series Ordinance. In addition, the Series Resolutions shall specify and determine:

1. The precise principal amount of the Series of Bonds;
2. The specific purpose for which the proceeds of such Series will be used;
3. The manner of numbering and lettering, and the denomination or denominations of the Bonds of such Series;
4. The form or forms for the Bonds of such Series;
5. The date or dates of maturity and the amounts thereof and the issue date of the Bonds of such Series;
6. The interest rate or rates, or the manner of determining such rate or rates, of the Bonds of such Series including the extent to which Variable Rate Indebtedness is issued and if such Variable Rate Indebtedness is issued, the extent to which an interest rate cap or other financial structure customarily employed in such a borrowing will be used;
7. The time for the payment of interest on the Bonds in such Series and the Record Date;
8. The redemption price or redemption prices and the redemption date or redemption
dates and other terms of redemption (if any) applicable to any of the Bonds of such Series for such
payments including provisions relating to optional and/or mandatory tender provisions, remarketing
agreements, and liquidity facility agreements if the Commissioners determine to issue Variable Rate
Indebtedness;

9. The Registrar and Tender Agent and Remarketing Agent and Liquidity Provider, if
any, for such Bonds if other than the Trustee;

10. The portion of such Series that are serial Bonds and that are term Bonds, if any,
including the amount and date of each mandatory redemption or sinking fund installment, if any,
required by such Series Resolution to be paid for the retirement of any such Bonds;

11. Any other applicable redemption requirement for the Bonds of such Series and the
method of satisfying the same;

12. The manner in which Bonds of such Series are to be sold and provisions for the
sale thereof;

13. Whether there shall be established a Debt Service Reserve Fund to secure the
payment of such Series of Bonds and, if so, the specific Series Reserve Requirement therefor and
the manner of funding thereof;

14. The disposition of the proceeds of the sale of the Bonds of such Series and the
manner of their application; and

15. Any other provisions deemed advisable by the Commissioners not in conflict with
or in substitution for the provisions of the Bond Ordinance and the Series Ordinance relating to the
Bonds of such Series.

ARTICLE V

SERIES DEBT SERVICE RESERVE FUND; APPLICATION OF THE SERIES
BOND PROCEEDS; TAX COVENANTS; CONTINUING DISCLOSURE

Section 5.01. The Series Debt Service Reserve Fund.

(A) In the determination of the Commissioners, a Series Debt Service Reserve Fund may be
established for each Series of Bonds issued and, if established, shall be appropriately designated the "City of
Charleston, South Carolina, Waterworks and Sewer System Revenue Bonds Debt Service Reserve Fund,"
and shall bear an appropriate Series designation and shall, subject to the other provisions of this Series
Ordinance, be maintained in an amount equal to the Series Reserve Requirement for so long as the Series of
Bonds then issued shall be Outstanding. If a Series Debt Service Reserve Fund is established for a Series of
Bonds, the following provisions shall apply. Such Fund is intended to insure the timely payment of the
principal of and interest on the Series of Bonds then issued, and to provide for the redemption of such Bonds
prior to their stated maturities. Money in the Series Debt Service Reserve Fund shall be used for the
following purposes, and for no other, viz.:
(i) To prevent a default in the payment of the principal of or interest on the Series of Bonds then issued, by reason of the fact that money in the Debt Service Fund is insufficient for such purposes;

(ii) To pay the principal of, interest on, and redemption premium of the Series of Bonds then issued in the event that all Outstanding Series of Bonds be redeemed as a whole; or

(iii) To effect partial redemption of the Series of Bonds then issued; provided that subsequent to said partial redemption, the value of the Series Debt Service Reserve Fund shall be not less than the Series Reserve Requirement.

(B) The Series Debt Service Reserve Funds shall be kept in the complete custody and control of the Trustee and withdrawals from the Series Debt Service Reserve Funds shall be made only by such Trustee who shall transmit to a Bondholder of such Series, at such times as may be appropriate, the sums required to pay the principal of, redemption premium, if any, and interest on the Series of Bonds then issued.

(C) Money in the particular Series Debt Service Reserve Funds shall be invested and reinvested by the Trustee at the written direction of the Commissioners in Authorized Investments. Subject to the remaining provisions of this paragraph (C), the earnings from such investments shall be added to and become a part of the particular Series Debt Service Reserve Funds. The value of the particular Series Debt Service Reserve Fund shall be established (i) as of the first day of January of each year, and (ii) on the date of any withdrawal therefrom pursuant to subsection (B) of this Section 5.01. Securities shall be valued at market value as of the date of such valuation, provided, however, those securities which mature in one year or less may be valued at face value; any insurance policy, surety bond or letter of credit shall be valued at the face value or stated amount thereof less the amount of any payments thereunder or draws thereon which have not been reimbursed and reinstated. Whenever, and as of any date of calculation, the value of any Series Debt Service Reserve Fund shall exceed the Series Reserve Requirement, any excess, to the extent represented by cash and/or securities, shall either be used to effect redemption of the Series of Bonds for which this particular Series Debt Service Reserve Fund is created, or shall be removed from the Series Debt Service Reserve Fund and transferred into the Depreciation and Contingent Fund, as directed in writing by the Commissioners.

(D) In the event the Series Debt Service Reserve Fund has been funded with a surety bond, insurance policy or a letter of credit and either has been drawn upon, moneys available to repay such surety bond, insurance policy or letter of credit provider shall first be used to reinstate the surety bond, insurance policy or the letter of credit to its original amount. Any interest or fees due to the surety bond, insurance policy or letter of credit provider, other than for reinstatement, shall be subordinate to any amounts payable upon the Series of Bonds after reinstatement of the Series Debt Service Reserve Fund.

(E) In the event the Series Debt Service Reserve Fund is funded with a surety bond, insurance policy or letter of credit, any revenues available for debt service on the Series of Bonds shall be paid as set forth in such surety bond, insurance policy or letter of credit to the Holders of the Outstanding Bonds of such Series.

(F) In the event it is determined that a draw on the surety bond, insurance policy or letter of credit is necessary, a demand for payment thereon, in such form as may be provided by the reimbursement agreement between the City, the Commissioners and the provider of such surety bond, insurance policy or letter of credit, shall be given not less than three days prior to the date on which funds are required, or such lesser time as the Registrar and Paying Agent shall agree to.
(G) On or prior to the last business day of each month in each year, beginning with the first full calendar month following the date on which (i) the valuation of the Series Debt Service Reserve Fund results in a determination that the value of the Series Debt Service Reserve Fund is less than the Series Reserve Requirement, or (ii) amounts have been withdrawn from the Series Debt Service Reserve Fund, including any drawing made under a surety bond, policy of insurance or a letter of credit, the Commissioners shall, pursuant to Section 8.04(A) of the Bond Ordinance, deposit in the Series Debt Service Reserve Fund an amount equal to that required to be repaid to the Series Debt Service Reserve Fund as set forth in the applicable Series Resolution.

Section 5.02. Use and Disposition of Bond Proceeds. Upon the delivery of any Series of Bonds, the proceeds thereof shall be disposed of, as determined and directed in a certificate of an Authorized Officer of the Commissioners, as follows:

(A) That sum, if any, prescribed by the Series Resolution shall be deposited in the Debt Service Fund;

(B) That sum, if any, required for the Series Reserve Requirement shall be deposited in the Series Debt Service Reserve Fund and shall be invested and disposed of as prescribed by Section 7.05 of the Bond Ordinance;

(C) That sum required to refinance any Refunded Bonds shall be deposited as set forth in the applicable Series Resolution; and

(D) That sum required to pay the fee associated with the termination of the Swap Agreement and the costs of issuing the Series of Bonds shall be deposited as set forth in the applicable Series Resolution.

Section 5.03. Tax Covenants. The City hereby covenants and agrees that in connection with any tax-exempt Series of Bonds it shall:

(A) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), relating to required rebates of certain amounts to the United States;

(B) make such reports of such information at the times and places required by the Code; and

(C) take such other action as may be required in order that the Series of Bonds and the use of the proceeds thereof and the System comply with the provisions of the Code; and not make any use, and it shall direct the Trustee and each fiduciary not to make any use, of the proceeds of the Series of Bonds which, if such use had been reasonably expected on the date of the issuance of the Series of Bonds would have caused such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and will observe and not violate the requirements of Section 148 of the Code.

Section 5.04. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. The Dissemination Agent, if any, shall comply with and carry out the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Series Ordinance, failure of any party to comply with the Continuing Disclosure Undertaking shall not be considered an Event of Default; however, the Trustee may and at the written request of the Holders of at least 25% in aggregate principal amount of Outstanding Series of Bonds together with indemnification satisfactory to the Trustee, shall or any Series Bondholder may take
such actions as may be necessary and appropriate, including seeking specific performance by court order, to
cause the City to comply with its obligations hereunder and under the Continuing Disclosure Undertaking.

As permitted by SEC Rule 15c2-12(f)(10), the Commissioners, on behalf of the City, shall provide
the information required by such Rule 15c2-12. The Commissioners, on behalf of the City, shall also
comply with the provisions of Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

Section 5.05. Duties and Responsibilities of the Commissioners. So long as the Commissioners
fulfill the covenants and agreements set forth in this Series Ordinance, such covenants and agreements made
by the City herein shall be administered, exercised and undertaken by the Commissioners.

ARTICLE VI

PURCHASE CONTRACT; CONTINUING DISCLOSURE UNDERTAKING;
OTHER INSTRUMENTS

Section 6.01. Authorization of Purchase Contract, Continuing Disclosure Undertaking and
Other Financing Instruments. The Purchase Contract and the Continuing Disclosure Undertaking in
substantially the forms previously used by the City in connection with the issuance of Waterworks and
Sewer System revenue bonds, with such changes as the executing officers shall approve (their execution to
be conclusive evidence of such approval) are hereby approved and the execution and delivery of the
Purchase Contract and the Continuing Disclosure Undertaking on behalf of the City are hereby authorized
and directed. Such documents shall be executed on behalf of the City by the Mayor.

Section 6.02. Approval of Preliminary Official Statement; Authorization of Official
Statement. City Council hereby authorizes the Mayor and the Chairman of the Commissioners to approve
Preliminary Official Statement and to ratify the use of such Preliminary Official Statement by the
Underwriter in connection with the offering of any Series of Bonds by the Underwriter. City Council
hereby authorizes the preparation and distribution of the Official Statement with respect to each such Series
of Bonds. The final Official Statement shall be approved on behalf of the City by the Mayor.

Section 6.03. Information Report. Each of the Chairman, the Chief Executive Officer and the
Chief Financial Officer of the Commissioners is hereby authorized to execute, deliver and file such
information reports with respect to any tax-exempt Series of Bonds, on Form 8038-G or such other form as
may be prescribed by the United States Department of Treasury, as shall be required or desirable in order to
comply with Section 149(e) of the Code.

Section 6.04. Other Instruments and Actions. In order to secure the Series of Bonds and in order
to effect the issuance and delivery of the Series of Bonds and to give full effect to the intent and meaning of
this Series Ordinance and the agreements and actions herein authorized, the Mayor and the Clerk are hereby
authorized to execute and deliver such certificates, showings, instruments and agreements and to take such
further action as the Mayor shall deem necessary or desirable.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Severability. If any one or more of the covenants or agreements provided in this
Series Ordinance on the part of the City or the Trustee to be performed should be contrary to law, then such
covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Series Ordinance.

**Section 7.02. Table of Contents and Section Headings Not Controlling.** The Table of Contents and the Headings of the several Articles and Sections of this Series Ordinance have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Series Ordinance.

**Section 7.03. No Broker Confirmations.** Broker confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered by the Trustee.

**DONE, RATIFIED AND ENACTED** this 25th day of May, 2021.

CITY OF CHARLESTON, SOUTH CAROLINA

Mayor

Attest:

________________________

Clerk

First Reading: May 11, 2021
Second and Third Readings: May 25, 2021
(FORM OF SERIES BOND)

CITY OF CHARLESTON, SOUTH CAROLINA,
WATERWORKS AND SEWER SYSTEM REFUNDING
REVENUE BONDS, SERIES 2021

NO. R-___

INTEREST RATE  MATURITY DATE  ISSUE DATE  CUSIP
___%  January 1, 2021  2021  160429___

REGISTERED HOLDER: CEDE & Co.

PRINCIPAL AMOUNT: ____________________________ Dollars ($__________ )

The CITY OF CHARLESTON, SOUTH CAROLINA (the "City"), acknowledges itself indebted and for value received hereby promises to pay, solely from the sources and as hereinafter provided, to the Registered Holder named above or registered assigns, the Principal Amount set forth above on the Maturity Date stated above, unless this Bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender of this Bond at the corporate trust office of The Bank of New York Mellon Trust Company, N.A. (the "Trustee") in the City of East Syracuse, State of New York, and to pay interest on such principal amount at the annual Interest Rate stated above (calculated on the basis of a 360-day year of twelve 30-day months) from the later of ___________, 2021, or the date to which interest has been paid immediately preceding the authentication date hereof, unless the authentication date hereof is a January 1 or July 1, in which event this Bond will bear interest from the earlier of such authentication date or the date to which interest has last been paid; provided that if the City shall fail to pay interest on January 1, 2022, then this Bond will bear interest from __________, 2021. Interest on this Bond is payable on January 1 and July 1 of each year beginning January 1, 2022. The interest so payable on any January 1 or July 1 will be paid to the person in whose name this Bond is registered at the close of business on the December 15 or June 15 immediately preceding such January 1 or July 1 (the "Record Date") by check or draft mailed at the times provided herein from the office of the Trustee to the person in whose name this Bond is registered on the Record Date at the address shown on the registration books, provided that, at the request of the Registered Holder of $1,000,000 or more in aggregate principal amount of Bonds, such payments shall be made by wire transfer to an account within the continental United States as such Registered Holder shall designate in writing to the Trustee on or before the Record Date. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

This Bond is one of a Series of Bonds in the aggregate principal amount of $__________ (the "Series 2021 Bonds") of like tenor, except as to number, rate of interest, date of maturity and redemption provisions, issued pursuant to and in accordance with the Constitution and statutes of the State of South Carolina (the "State"), including particularly Chapter 17 of Title 6, Code of Laws of South Carolina 1976, as amended, an ordinance duly adopted by the City Council of the City of Charleston, South Carolina ("City Council") on October 24, 1984 (the "Bond Ordinance"), an ordinance duly adopted by the City Council on May 25, 2021 (the "Series Ordinance") and a resolution duly adopted by the Commissioners of Public
Works (the "Commissioners") of the City of Charleston on May 25, 2021 (the "Series Resolution") (the Bond Ordinance and the Series Ordinance are hereinafter collectively referred to as the "Ordinances") for the purpose of providing funds necessary to refund certain outstanding bonds of the waterworks and sewer system of the City (the "System") secured by a pledge of System revenues and to defray the cost of the termination fee of the Swap Agreement and the costs of issuing the Series 2021 Bonds.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinances and Series Resolution. Certified copies of the Ordinances and Series Resolution are on file in the office of the Trustee and in the office of the Clerk of Court for Charleston County, South Carolina.

Both the principal of and interest on this Bond, as the same shall become due, are payable solely from the revenues derived from the operation of the System. This Bond shall not in any event constitute an indebtedness of the City within the meaning of any provision, limitation or restriction of the Constitution or statutes of the State. The City is not obligated to pay this Bond, or the interest hereon, save and except from revenues derived from the operation of the System.

For the payment of the principal of and interest on this Bond and the Series of which it forms a part, there are hereby irrevocably pledged the Gross Revenues of the System which shall remain after paying the cost of operation and maintenance of the System. This Bond and the Series of which it forms a part are on a parity with the outstanding City of Charleston, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2012; the outstanding City of Charleston, South Carolina, Waterworks and Sewer System Capital Improvement Revenue Bonds, Series 2015; the outstanding City of Charleston, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2016; the outstanding City of Charleston, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2016A; the outstanding City of Charleston, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2016B; the outstanding City of Charleston, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2017; the outstanding City of Charleston, South Carolina, Waterworks and Sewer System Capital Improvement Revenue Bonds, Series 2019; the City of Charleston, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Taxable Series 2020A; and the City of Charleston, South Carolina, Waterworks and Sewer System Capital Improvement Revenue Bonds, Series 2020B. The Bond Ordinance authorizes the issuance of additional bonds on a parity with the Series 2021 Bonds, which, when issued in accordance with the provisions of the Bond Ordinance, will rank equally and be on a parity therewith. The Series 2021 Bonds, the outstanding parity bonds and any such additional parity bonds are hereinafter referred to collectively as the "Bonds."

The Commissioners have covenanted to continuously operate and maintain the System and fix and maintain such rates for the services and facilities furnished by the System as shall at all times be sufficient (a) to provide for the punctual payment of the principal of and interest on the Bonds and all Junior Lien Bonds, (b) to maintain the Debt Service Reserve Fund in the manner therein prescribed, (c) to provide for the payment of the expenses of the administration and operation and such expenses for maintenance of the System as may be necessary to preserve the same in good repair and working order, (d) to build and maintain a reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions to the System other than those necessary to maintain the same in good repair and working order, and (e) to discharge all obligations imposed by the Enabling Act and the Ordinances.

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.
This Bond is transferable, as provided in the Bond Ordinance, only upon the registration books of the City kept for that purpose by the Holder hereof in person or by his duly authorized attorney, upon (a) surrender of this Bond and an assignment with a written instrument of transfer satisfactory to the Trustee or the other Registrar, as the case may be, duly executed by the Holder hereof or his duly authorized attorney and (b) payment of the charges, if any, prescribed in the Bond Ordinance. Thereupon a new Bond or Bonds of the same Series, aggregate principal amount, maturity and interest rate shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The Commissioners, the Trustee and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of this Bond the Commissioners, the Trustee or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

The Series 2021 Bonds maturing on January 1, 20__, are subject to mandatory sinking fund redemption commencing ______ 1, ______, and will be redeemed (to the extent not previously redeemed), at one hundred percent (100%) of the principal amount, plus interest accrued to the redemption date, on ______ 1 of each of the following years in the respective principal amounts for each year specified below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
</table>

The amount of the mandatory sinking fund redemption prescribed above for the Series 2021 Bonds of any maturity shall be reduced to the extent Series 2021 Bonds of such maturity have been purchased by the Commissioners or redeemed by the Commissioners pursuant to the optional redemption provisions set forth above, in such manner as the Commissioners shall direct, or, absent such direction, on a pro rata basis.

If less than all of any maturity of the Series 2021 Bonds are to be redeemed, the particular Series 2021 Bonds or portions of Series 2021 Bonds to be redeemed shall be selected by the Trustee by lot. Series 2021 Bonds in a denomination of more than $5,000 may be redeemed in part from time to time in one or more units of $5,000 in the manner provided in the Bond Ordinance.

If any of the Series 2021 Bonds, or portions thereof, are called for redemption, the Trustee will give notice to the Holders of any such Series 2021 Bonds to be redeemed, in the name of the City and the Commissioners, of the redemption of such Series 2021 Bonds, or portions thereof, which notice will specify the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Series 2021 Bonds are to be redeemed, the numbers of such Series 2021 Bonds so to be redeemed, and, in the case of Series 2021 Bonds to be redeemed in part only, such notice will also specify the respective portions of the principal amount thereof to be redeemed. Such notice will be given by mailing a copy of the redemption notice by first class mail at least 30 days prior to the date fixed for redemption to the Holder of each Series 2021 Bond to be redeemed, at the address shown on the registration books; provided, however, that the failure to give such notice by mail, or any defect in the notice mailed to the Holder of any Series 2021 Bond, shall not affect the validity of the proceedings for the redemption of any other Series 2021 Bond. Provided funds for their redemption are on
deposit with the Trustee, all Series 2021 Bonds so called for redemption will cease to bear interest on the specified redemption date.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, THE CITY OF CHARLESTON, SOUTH CAROLINA, has caused this Bond to be signed by the signature of its Mayor, its corporate seal to be reproduced hereon and the same to be attested by the signature of the Clerk of the City Council of the City of Charleston, South Carolina.

CITY OF CHARLESTON, SOUTH CAROLINA

(SEAL)

By: ________________________________

Mayor, City of Charleston, South Carolina

Attest:

By: ________________________________

Clerk, City Council of the City of Charleston, South Carolina
CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the Series described in the within mentioned Ordinances and Series Resolution.

By: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

________________________________________
Authorized Officer

Authentication Date: __________, 2021
ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto ____________________________ (please print or type name and address of Transferee and Social Security or other identifying number of Transferee) the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints ____________________________ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: ____________________________ ____________________________

Signature Guaranteed:

______________________________

______________________________

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program. The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.
STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned, Clerk of the City Council of the City of Charleston, South Carolina ("City Council"), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by City Council. The Ordinance was read at two public meetings of City Council on two separate days. An interval of at least six days occurred between each reading. At each meeting, a quorum of City Council was present and remaining present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand this 25th day of May, 2021.

______________________________
Clerk, City Council of the City of Charleston, South Carolina
TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton
DEPT. BFRC
SUBJECT: CITY REVIEWING CONSULTANT AND PROJECT MANAGER FOR THE MAGNOLIA PUD
REQUEST: Approval of the third amendment to the contract with JLA to act as the City's representative during the design and construction of the Magnolia PUD. The scope of the services is to act as an approved reviewing consultant for the City of Charleston. As the reviewing consultant, JLA will assist with the review of construction documents, shop drawings and pay requests. They will also assist with the observation of construction to verify that it is satisfactory with project requirements. JLA will also attend construction site meetings. All final approvals will be made by the City.

COMMITTEE OF COUNCIL: W&M DATE: May 11, 2021
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel Yes [X] N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair [ ] [ ] [ ] [ ]
Chief Financial Officer [X] [ ] [ ] [ ]

FUNDING: Was funding previously approved? Yes [ ] No [ ] N/A [ ]
If yes, provide the following: Dept./Div.: ________ Account #: ________
Balance in Account __________ Amount needed for this item $100,000.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: ____________________________
FISCAL IMPACT: *Fees will be paid from the Charleston Neck TIF.

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.
FEE PROPOSAL

TO: Ms. Amy Wharton
   Director, Department of Budget,
   Finance & Revenue

RE: City Approved Reviewing Consultant and Project Manager For Magnolia PUD Amendment No. 3

BY: Laura S. Cabiness, P.E.

SCOPE OF SERVICES:

Johnson, Laschober & Associates (JLA) is pleased to offer a proposal for extension to our contract acting as the City's representative during the design and construction of the above referenced work. The scope of our services is to act as an Approved Reviewing Consultant and City Project Manager for the City of Charleston as such requirements and responsibilities are defined in the Public Infrastructure Improvements Agreement dated September 1, 2015. JLA will assist with review of construction documents, shop drawings, interim pay requests, and will assist with the observation of the construction to verify that it is satisfactory with project requirements. It is noted, however, that all final approvals will be made by the City. In addition, JLA will attend periodic construction site meetings to observe and monitor the progress of the design and construction. JLA will provide documentation of the site visits with corresponding photographs and construction updates.

This work will be billed on an hourly basis with a not to exceed fee of $100,000 up to a one-year period. Phase 2 of Magnolia was terminated for convenience and the remainder of the project is anticipated to be rebid in 2021. Phase 3, Former Koppers Remediation, is ongoing. The contractor is Gulf Stream Construction Company. The Phase 3 work is required to be completed to have the site removed from EPA's National Priorities List. Wood Environmental and ReCon have completed in situ stabilization of the old impoundment area. Gulf Stream Construction is currently excavating additional contaminated material for proper disposal. Additional projects are anticipated as described in the Public Infrastructure Improvements Agreement. This fee anticipates an average of 12.5 hours per week. However, monthly invoices will be provided with appropriate documentation of the monthly services as they may vary from time to time based on the actual work taking place on the project.

Please sign in the space provided as the City's acceptance of this proposal and our notice to proceed.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,

JOHNSON, LASCHOBER & ASSOCIATES, P.C.

Laura S. Cabiness, P.E.
Terms and Conditions

Architect/Engineer of Record (AER) shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site — Unless otherwise stated, the AER will have access to the site for activities necessary for the performance of the services. The AER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee -- The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scopes of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Bilings/Payments -- Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and the AER may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event the Client remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys fees.

Insurance -- During the term of the Contract, the City of Charleston shall keep in force at its expense, public liability insurance (provided by the South Carolina Insurance Reserve Fund or other insurance provider chosen by the City) with a limit not to exceed the amounts listed below for damages as the result of any one occurrence including damages for care and loss of services, because of personal injury sustained by one or more persons, because of all property damage sustained by one or more persons or organizations, or by any combination of personal injury or property damage sustained by one or more persons or organizations:

a) A limit of Three Hundred Thousand and No/100 ($300,000.00) Dollars per person arising because of loss from a single occurrence on account of bodily injury, because of property damage sustained, or by any combination of personal injury or property damage; and
b) A total sum not to exceed Six Hundred Thousand ($600,000.00) Dollars as the result of any one occurrence, accident or disaster.

A copy of the City's certificate of insurance will be provided upon request.

Hidden Conditions -- A hidden condition is hidden if concealed by existing finishings or if it cannot be investigated by reasonable visual observation. If the AER has reason to believe that such a condition may exist the AER shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the AER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the AER shall not be responsible for any resulting damages to persons or property.

Risk Allocation -- In recognition of the relative risks, rewards and benefits of the project to both the Client and the AER, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the AER's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of the AER’s fees or other amount agreed upon when added under Special Conditions. Such causes include but are not limited to the AER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Jobsite Safety -- Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants shall be construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety program or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Termination of Services -- This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the AER for all services, rendered to the date of termination and all reimbursable expenses.

Ownership Documents -- All documents produced by the AER under this agreement shall remain the property of the AER and may not be used by the Client for any other endeavor without the written consent of the AER.

Applicable Law -- Unless otherwise specified, this agreement shall be governed by the laws of the State of South Carolina.

Offered by (AER):

Laura S. Cabiness, P.E.
(printed name/title)

Accepted by (Client):

(\signature)
(printed name/title)

Billing Address:

_____________________________
TO: John J. Tecklenburg, Mayor

FROM: Chief Luther Reynolds

DEPT. Police Department

SUBJECT: HOMELAND SECURITY INVESTIGATIONS CUSTOMS OFFICER EXCEPTED MOU

REQUEST: Approval of MOU between CPD and U.S. Immigration and Customs Enforcement Homeland Security Investigations designating a CPD Officer(s) as Customs Officer(s) Excepted with authorization to enforce full range of federal offenses related to human trafficking

COMMITTEE OF COUNCIL: Public Safety

DATE: May 11, 2021

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

Corporate Counsel

Yes N/A Signature of Individual Contacted Attachment

Police Department

Signature of Individual Contacted

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.
MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE), HOMELAND SECURITY INVESTIGATIONS (HSI) AND LOCAL, COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND

This Agreement is entered into by the CITY OF CHARLESTON POLICE DEPARTMENT (CPD) (NCIC CODE #SC0100100) and Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI) SAC Charlotte for the purpose of the reimbursement of costs incurred by CPD in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE/HSI Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE HSI SAC Charlotte, with the participation of CPD, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES
   A. Assignment of Officer(s)
To the maximum extent possible, CPD shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, CPD shall provide the ICE HSI SAC Charlotte with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The CPD may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE HSI SAC Charlotte, performed by its officer(s) assigned to this joint operation. In addition, CPD may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the ICE HSI SAC Charlotte.

CPD may not request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. Reimbursement payments will not be made by check. To receive reimbursement payments, CPD must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency’s bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center
Attn: Forfeiture Fund
6650 Telecom Dr.
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency’s bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers’ overtime and other expenses related to joint operations, CPD must submit to ICE HSI SAC Charlotte the TEOAF Form “Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)”, signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.
4. CPD remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.

5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at $15,000 per officer per year.

6. The CPD will submit all requests for the reimbursement of joint operations' expenses to ICE HSI Charleston, at the following address 3950 Faber Place Drive, 3rd Floor, North Charleston, SC 29405, Point of Contact Group Supervisor Jennifer Roman, email Jennifer.Roman@Ice.Hhs.Gov, telephone 843-746-6613:

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Henry County Sheriff’s Office agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the ICE HSI SAC Charlotte and CPD, and is not intended to confer any right or benefit to any private person or party.
Signatures:

FOR ICE HSI:

______________________________
John Eisert
Acting Special Agent in Charge

Date: ______________________

FOR CPD/CITY OF CHARLESTON:

______________________________
John J. Tecklenburg, Mayor

Date: ______________________

______________________________
Luther Reynolds
Chief of Police

Date: 5-3-21
HSI Directive 21-04: Use of Body-Worn Cameras by State and Local Title 19 Cross-Designated Task Force Officers

Issue Date: March 3, 2021
Effective Date: March 3, 2021
Superseded: N/A
Federal Enterprise Architecture Number: 306-112-002b

1. **Purpose/Background.** The Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI) partners with state and local law enforcement agencies throughout the nation on joint task forces. These relationships are vital to achieving HSI’s mission of protecting our national security as well as the communities which we serve.

Several of HSI’s partner state and local agencies have implemented internal policies mandating the use of body-worn cameras (BWCs) and have requested that their officers wear BWCs while conducting planned arrests and executing search warrants during federal task force operations. Other state and local agencies do not equip or mandate the use of BWCs.

This Directive provides guidance regarding the use of BWCs by task force officers (TFOs) assigned to or assisting HSI-led task forces or groups.

2. **Policy.** It is HSI policy to establish clear standards specific to the authorization and oversight of HSI operations, including the use of non-HSI law enforcement personnel assigned as TFOs to HSI-led task forces or groups. Where the parent law enforcement agency has an internal BWC policy, HSI will permit the use of BWC by state and local Title 19 cross-designated TFOs assigned to or assisting HSI-led task forces or groups during planned enforcement operations subject to the restrictions herein. In the event that the TFO parent agency’s BWC policy is inconsistent or contradictory with this Directive, this Directive will control the use of BWCs by TFOs during all HSI-led operations. The responsibility to ensure that BWCs are in working order lies with the respective TFO and the issuing parent law enforcement agency.

3. **Definitions.** The following definitions apply for purposes of this Directive only:

3.1. **Body-Worn Camera:** A wearable electronic device which, when active, records the audio, video, or photographic record of the wearer’s actions in the performance of his or her duties.
3.2. **Duplicate:** In accordance with Section 1001(e) of the Federal Rules of Evidence, the term “duplicate” means a counterpart produced by mechanical, photographic, chemical, electronic, or other equivalent process or technique that accurately reproduces the original.

3.3. **Parent Agency:** The employing law enforcement agency of the TFO assigned to or assisting an HSI-led task force or group.

3.4. **Recording(s):** The audio and video recordings and associated metadata from TFOs' BWCs made during HSI-led planned enforcement operations, including state and local warrants utilized by HSI.

3.5. **Task Force Officer:** A sworn domestic or foreign law enforcement officer assigned to or assisting an HSI-led task force or group in compliance with HSI Directive 18-02, Law Enforcement Officers Designated to Act as Customs Officers (Excepted) for Investigative Purposes, dated July 30, 2018, or as updated.

4. **Responsibilities.**

4.1. The **Executive Associate Directive** of HSI is responsible for the oversight of the policy and procedures in this Directive.

4.2. The **Deputy Assistant Director, Transnational Organized Crime** 1, is responsible for overseeing the overall implementation of the provisions of this Directive within HSI.

4.3. The **Unit Chief, Contraband Smuggling Unit**, is responsible for the implementation of the provisions of this Directive within HSI.

4.4. The **National TFO Coordinator** is responsible for the implementation and recordkeeping of compliance with the provisions of this Directive.

4.5. **Special Agents in Charge (SACs)** are responsible for implementing the provisions of this Directive within their respective areas of responsibility (AORs).

4.6. **Assistant Special Agents in Charge (ASACs)** are responsible for implementing the provisions of this Directive within their respective AORs.

4.7. **Resident Agents in Charge (RACs)** who are second-line supervisors are responsible for implementing the provisions of this Directive within their AORs.

4.8. **Local TFO Coordinators** are responsible for the implementation and recordkeeping of current Designation, Customs Officer (Excepted) – Title 19 Task Force Officer (ICE Form 73-001) and the Memorandum of Understanding template (ICE Form 73-002), as well as for coordinating the implementation of this Directive as outlined in Section 5.3.

4.9. **Case Agents** are responsible for complying with the provisions of this Directive.
4.10. **Task Force Officers** are responsible for complying with the provisions of this Directive while operating in HSI-led operations.

5. **Procedures/Requirements.**

5.1. **Permissible Use of Body-Worn Cameras by Task Force Officers.** Unless subject to specific exceptions below, state and local Title 19 cross-designated TFOs employed by parent law enforcement agencies that mandate the use of BWCs while assisting on federal task forces or groups may wear and activate their recording equipment for the purpose of recording their actions during HSI-led enforcement operations in which there is:

1) a planned attempt to serve an arrest warrant or other planned arrest; or

2) the execution of a search warrant.

TFOs may activate their BWCs only when they are physically present in a location or within a jurisdiction where their parent agency’s BWC policy is applicable. In no circumstance are TFOs authorized to activate their BWCs outside the confines of their parent agency’s home state. TFOs are authorized to activate their BWCs upon approaching a subject or premises and will deactivate their BWCs when the scene has been determined safe, secured, and under law enforcement control by the federal supervisor on the scene as designated by HSI. TFOs who intend on activating BWCs while assisting on HSI-led task forces or groups must be present for Operation Plan briefings and shall verbally advise all task force participants of the presence of, and intent to, activate BWCs. When practicable, TFOs shall verbally notify task force participants when activating BWCs during an operation, and, when practicable, will advise when BWCs are deactivated.

5.2. **Prohibited Use of Body Worn Cameras by Task Force Officers.** TFOs are prohibited from recording:

1) Undercover operations;

2) Confidential informants or confidential sources;

3) Sources of information;

4) Witness interviews; or

5) On-scene actions by any non-law enforcement persons who are assisting law enforcement personnel prior to, during, or after an operation.
TFOs are prohibited from activating their BWC if they are:

1) Using specialized or sensitive investigative techniques,

2) operating in a sensitive area, or

3) working in an undercover or covert status on behalf of the federal task force or federal agency or if it is determined that the BWC will compromise sensitive investigative techniques.

Subject to HSI’s discretion, TFOs generally shall not use their BWCs to record any activities related to investigations involving public corruption, medical facilities, national security, international controlled deliveries, or other specialized law enforcement techniques approved for operation by the SAC.

The SAC’s designee will not be lower than an ASAC or a RAC supervisory level. If there is a disagreement between the TFO’s parent agency and HSI about when an exemption is warranted, the ASAC will work with the TFO’s parent agency and resolve the issue. In the event that the ASAC and the TFO’s parent agency’s designee are unable to resolve the conflict, the SAC and the head of the TFO’s parent agency will resolve the issue.

TFOs are prohibited from wearing, using, or activating BWCs within ICE work spaces or ICE operated facilities.

5.3. Implementation of this Directive. Implementation of this Directive will be achieved within 60 calendar days of the date of signature of this Directive. Local TFO Coordinators will provide this Directive to all state and local Title 19 cross-designated TFOs and their parent agencies for review and acknowledgement. They will then coordinate the execution of a new ICE Form 73-001 for each Title 19 cross-designated TFO in which Block 14, Other Endorsements and Restrictions, will state “The TFO is permitted to utilize a [TFO parent agency]-issued BWC during HSI-led operations in compliance with HSI Directive 21-04, Use of Body-Worn Cameras by State and Local Title 19 Cross-Designated Task Force Officers, dated March 3, 2021, or as updated.” Lastly, a new ICE Form 73-002 will be executed by the parent agency of each state and local Title 19 cross-designated TFO. This will allow for the limited utilization of BWCs on HSI-led task forces or groups if required by the TFO’s parent agency. The parent agency’s internal BWC policy will be made available to the SAC in the relevant AOR and attached to both the updated ICE Forms 73-001 and 73-002 referenced herein. If any parent agency enacts an internal BWC policy subsequent to this Directive being enacted, a copy will be provided to HSI and attached accordingly.
5.4. Notification of Internal Investigation(s).

A TFO’s parent agency will promptly notify the HSI case agent of any internal investigation(s) pertaining to a TFO assigned to, or assisting, an HSI-led task force or group.

HSI case agents will convey a parent agency notification to the ICE Office of Professional Responsibility’s Joint Intake Center (JIC) for its review, in accordance with HSI’s current reporting procedures.

In the event that an HSI-led operation that includes the participation of a TFO is submitted to the JIC for review, the HSI case agent will notify the parent agency’s office of internal affairs, or equivalent, and provide a point of contact for coordination.

5.5. Parent Agency Disclosure or Dissemination of TFO BWC Recordings.

General Prohibition on Disclosure. In the situations where the TFO’s BWC recordings were captured during an HSI-led operation, the parent agency may not disseminate the BWC recordings outside of the parent agency or for public release without written approval from HSI.

Request for expedited public release. If a parent agency seeks expedited public release of a recording, the parent agency shall ask for approval from HSI and the United States Attorney. Situations in which a parent agency seeks expedited public release may include, but are not limited to, a recording which depicts TFO conduct resulting in the serious bodily injury or death of another person during the execution of an HSI-led operation. HSI and the United States Attorney will, as expeditiously as possible, review the request and provide written concurrence or nonconcurrence. HSI and the United States Attorney may require redactions or other appropriate protection of information. If concurrence is granted, the parent agency will give as much advanced notice as possible to both HSI and the United States Attorney as to the time and manner of the recording’s release.

Exception to General Prohibition on Disclosure. The TFO’s parent agency is authorized to use TFO BWC recordings for internal investigations of its personnel consistent with its policies and procedures without seeking or obtaining HSI approval.

6. Recordkeeping.

6.1. BWC Recording. The TFO parent agency will provide to the HSI Case Agent a duplicate and unredacted copy of all BWC recording(s) captured during an HSI-led operation in a timely manner and on an HSI-approved media storage device. A review of the BWC recording will be conducted and a Report of Investigation will document the event contained in the BWC. A working copy of the BWC recording will be retained in the case file and provided with other law enforcement sensitive data to the United States Attorney’s Office or District Attorney’s Office for potential evidentiary value in...
accordance with the current federal discovery process and timelines. HSI will not release data to any other entity without prior consent from the parent agency.

6.2. **Records Retention.** All BWC recording(s) will become part of the HSI case file and must be maintained in accordance with a National Archives and Records Administration (NARA)-approved records schedule. These records are currently not covered under an approved schedule; as a result, they are considered unscheduled and must be maintained permanently until a schedule has been approved. If the records are or become subject to a litigation hold, they may not be disposed of under a records schedule and must be retained until further notification. Questions regarding retention of the recordings should be directed to the Records Unit in the ICE Office of Information Governance and Privacy.

6.3. **Recordkeeping Compliance.** HSI personnel will ensure the safeguarding, maintenance, retention, and disposition of TFO BWC recordings in accordance with the Privacy Act, agency policy, any litigation holds, and any applicable records schedule. Local TFO Coordinators will ensure compliance and retention of completed ICE Forms 73-001 and ICE Forms 73-002 reflecting authorization to wear BWCs within their AOR. All local TFO Coordinators will work with the national TFO program coordinators annually to report their AOR’s compliance.

7. **Authorities/References.**

7.1. 19 U.S.C. § 1401(i), Officer of the customs; customs officer.

7.2. HSI Directive 18-02, Law Enforcement Officer Designated to Act as Customs Officers (excepted) for investigative Purposes, dated July 30, 2018, or as updated.

7.3. HSI HB 20-04, Case Management Handbook, dated July 1, 2020, or as updated.

8. **Attachments.** None.

9 **No Private Right.** This Directive provides only internal HSI policy guidance, which may be modified, rescinded, or superseded at any time without notice. It is not intended to, does not, and may not be relied upon to create any right or benefit, substantive or procedural, enforceable at law by any party in any administrative, civil, or criminal matter. Likewise, no limitations are placed by this guidance on the otherwise lawful enforcement or litigative prerogatives of HSI.

**DAVID C SHAW**
Digitally signed by
DAVID C SHAW
Date: 2021.03.03 14:06:57 -05'00'

Patrick J. Lechlitner
Acting Executive Associate Director
Homeland Security Investigations
John J. Tecklenburg, Mayor

Date: ____________

[Signature]
Luther T. Reynolds, Chief of Police

Date: 5-3-21
MEMORANDUM OF UNDERSTANDING

between

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS

and

Charleston Police Dept.

Regarding

THE DESIGNATION OF
Charleston Police Dept. EMPLOYEES

AS CUSTOMS OFFICERS (EXCEPTED)

1. PARTIES. The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and Charleston Police Dept.

2. AUTHORITY. Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a. This MOU is also authorized under the provisions of S.C. Code § 5-7-30.

3. PURPOSE. The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of Charleston Police Dept.

Pursuant to section 401(i), Tariff Act of 1930, as amended (19 U.S.C. § 1401(i)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. Within ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted), HSI is not conveying the authority to enforce administrative violations of immigration law.

There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of Charleston Police Dept. to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. RESPONSIBILITIES.

The Parties agree as follows:

HSI agrees to:

a. Designate certain employees of Charleston Police Dept. as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;

b. Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;

c. Provide appropriate training in laws, policies, and procedures to each designated employee;
d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or
   arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU;
   and

   e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the
   designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for
   compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, et seq.).

   Charleston Police Dept. agrees:

   a. That only sworn law enforcement officers of Charleston Police Dept.,
      who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and
      receive an approved "Designation, Customs Officer (Excepted) — Title 19 Task Force Officer" (ICE Form
      73-001) will be designated as Customs Officers (Excepted);

   b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and
      Restrictions as noted on the "Designation, Customs Officer (Excepted) — Title 19 Task Force Officer" (ICE
      Form 73-001);

   c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s
      enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance
      as deemed necessary by HSI;

   d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and
      instructions when utilizing enforcement authority conveyed by HSI;

   e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information,
      or information that may call into question the officer's truthfulness or ability to testify in court; and

   f. To return all HSI-issued equipment and identification when a cross-designated officer terminates
      employment or when his or her cross-designation expires.

Both Parties agree:

   a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations
      by HSI; and

   b. To schedule periodic meetings to review this MOU, as required.

5. REPORTING AND DOCUMENTATION. HSI SAC offices will maintain the original signed "Designation, Customs
   Officer (Excepted) — Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the
   Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and
   Charleston Police Dept.

   If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to
   use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet
   Card Training in Virtual University and any other fleet related training.

ICE Form 73-002 (5/14)
6. POINTS OF CONTACT.

HSI Office: RAC Charleston
Name: Abbey Kepf
Title: Group Supervisor
Address: 3950 Faber Place Dr
N. Charleston, SC 29405
Telephone Number: 505-514-1879
Fax Number: 
E-mail Address: abby.e.kepf@ice.dhs.gov

Name: Eric Tuttle
Title: Sergeant Detective
Address: 180 Lockwood Blvd.
Charleston, SC 29403
Telephone Number: 843-813-6193
Fax Number: 843-577-0117
E-mail Address: tutlee@charleston-sc.gov

7. OTHER PROVISIONS. This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

8. EFFECTIVE DATE. The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.

9. MODIFICATION. This MOU may be amended by the written concurrence of both Parties.

10. TERMINATION. This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

Ronnie M. Martinez
Name of HSI Official
Special Agent in Charge, Charlotte
Title of HSI Official
Homeland Security Investigations
U.S. Immigration and Customs Enforcement
Date: ________________

John J. Tecklenburg
Mayor
Title of H’s Official
City of Charleston Police Department
Date: ________________
Luther T. Reynolds

Chief of Police

[Signature]

City of Charleston Police Department

Date: 5-3-21
TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
DEPT. Police Department
SUBJECT: NIBIN ENFORCEMENT SUPPORT SYSTEM (NESS) MOU
REQUEST: Approve MOU between CPD and ATF to provide CPD with access to National Integrated Ballistic Information Network (NIBIN) data through the NIBIN Enforcement Support System (NESS).
COMMITTEE OF COUNCIL: Public Safety
DATE: May 11, 2021
COORDINATION: This request has been coordinated with:
- Corporate Counsel: [Signature] (check box)
- Police Department: [Signature] (check box)

FUNDING: Was funding previously approved? Yes [X] 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.
MEMORANDUM OF UNDERSTANDING REGARDING THE NIBIN ENFORCEMENT SUPPORT SYSTEM (NESS)

Memorandum of Understanding between Charleston Police Department and the Bureau of Alcohol, Tobacco, Firearms and Explosives

Article I. Purpose and Authority

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is extending their on-going commitment to the law enforcement community by providing participating agencies with access to National Integrated Ballistic Information Network (NIBIN) data. The agency will be able to access NIBIN data through the NIBIN Enforcement Support System (NESS) via an Internet connection. The NESS application allows ATF to collect, analyze, refer, and track NIBIN and other crime gun data. Access will facilitate information sharing and provide near real-time intelligence to participating agencies. The mission of the program is to reduce firearms violence through aggressive identification, investigation, and prosecution of shooters and their sources of crime guns.

ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of shooters and other armed violent offenders, prohibited persons possessing firearms and sources of crime guns. This Memorandum of Understanding (MOU) establishes and defines a partnership between the parties that will result in ATF NESS installation, operation, and administration for the dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters and sources of crime guns, and refer them for prosecution.

This MOU is entered into by the U.S. Department of Justice (DOJ), ATF, and Charleston Police Department, hereinafter collectively referred to as “the parties,” and with Charleston Police Department referred to as the “NESS Partner Agency.” This MOU will refer to individuals employed and authorized for NESS access by the NESS Partner Agency as “Users”.

This MOU is established pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF’s authority is derived from, among other things, 28 U.S.C. § 599A, 18 U.S.C. § 3051, 27 CFR § 0.130, and, specifically, the Gun Control Act of 1968, 18 U.S.C. Chapter 44 and the National Firearms Act, 26 U.S.C. Chapter 53. The parties enter into this MOU pursuant to 31 U.S.C. § 6305.
Article II. Background

ATF is a law enforcement organization within DOJ with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, armed narcotics traffickers, violent gangs, and domestic and international arms traffickers.

Article III. Scope

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of NESS. In addition, the MOU will designate a primary and alternate point of contact (POC) for the NESS Partner Agency. The agency POC will ensure adherence to the MOU between ATF and NESS Partner Agency Users. These POCs shall also identify individuals from their respective agencies who will require system access, periodically validate the list of Users, and to notify an ATF POC immediately if it becomes necessary to revoke or suspend a User’s account.

Article IV. Interagency Communications

The Parties agree that a principal POC within each organization shall coordinate all communications and tasks under this MOU. To ensure access is permitted to all NESS Partner Agency data, an Originating Agency Identifier (ORI Code) must be provided for each ORI code used by the NESS Partner Agency. The ATF POC can assist the NESS Partner Agency in determining what ORI Codes are appropriate. The designated POCs shall be as follows:

<table>
<thead>
<tr>
<th>ATF Field Division</th>
<th>Charlotte Field Division</th>
</tr>
</thead>
</table>
| **Name** | 3600 Arco Corporate Drive  
Suite 500  
Charlotte, NC 28273 |
| **Designated ATF** | **Designated ATF** |
| Primary POC | Alternate POC |
| Name: | Blake Sokalski | Don Berlin |
| Title: | Intelligence Research Specialist | Special Agent |
| Email Address: | blake.sokalski@atf.gov | donald.berlin@atf.gov |
| Phone #: | 843-801-8742 | 803-920-8955 |
# NESS Partner Agency

<table>
<thead>
<tr>
<th>Name</th>
<th>Charleston Police Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>180 Lockwood Boulevard</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Charleston, SC 29403</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Designated NESS Partner Agency Primary POC</th>
<th>Designated NESS Partner Agency Alternate POC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Thomas Cokins</td>
<td>David Crosby</td>
</tr>
<tr>
<td>Title: Sr. Crime Analyst</td>
<td>Data Integration Manager</td>
</tr>
<tr>
<td>Phone #: 843-720-2434</td>
<td>843-720-2433</td>
</tr>
<tr>
<td>Email Address: <a href="mailto:cokinst@charleston-sc.gov">cokinst@charleston-sc.gov</a></td>
<td><a href="mailto:crosbyd@charleston-sc.gov">crosbyd@charleston-sc.gov</a></td>
</tr>
<tr>
<td>Date of Birth: 03/02/1984</td>
<td>06/14/1981</td>
</tr>
</tbody>
</table>

Signature: 

Date: 04/21/21

**NESS Partner Agency ORIs**

SC0100100

---

## Article V. Responsibilities and Procedures

In becoming an approved NESS Partner Agency of the NESS application, the involved parties hereby acknowledge and accept the following responsibilities and procedures:

1. **Responsibilities of the NESS Partner Agency.** The NESS Partner Agency shall:

   a. Appoint primary and alternate POCs within your agency (see table above). The appointed individuals will be responsible for creating, coordinating, and maintaining a list of all personnel, and determining the access levels for Users within the Partner Agency who will require access to NESS.

   b. The designated POC(s) will immediately notify ATF in the event that a User's account needs to be suspended or revoked for any number of reasons, including (but not limited to) employee transfer, retirement, or release from employment.

   c. Complete a Request for Change of Agency Point of Contact (POC) Form if the POC changes.

   d. Agree to make every effort to provide complete and accurate information including investigative reports and data related to NIBIN linked shootings and gun recoveries, to the fullest extent allowed by law. This includes general event data including case numbers, dates,
locations, associated persons, etc. Partner Agencies that make a commitment to comprehensive data sharing with ATF will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence.

e. Share the results of NIBIN leads/hits including arrest and prosecution data with ATF via the NESS application.

f. Provide a list of ORI numbers for the NESS Partner Agency (see table above), which will allow NESS to associate Users to the correct NESS Partner Agency NIBIN data. If the NESS Partner Agency needs to add or remove ORI numbers, it shall submit a completed Amendment of Originating Agency Identifier (ORI) Form.

2. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:

   a. The ATF Field Division shall:

      1) Appoint primary and alternate ATF POCs.

      2) Coordinate all communications and tasks listed under this MOU and serve as a liaison between the NESS Partner Agency POC and ATF’s Firearms Operations Division (FOD).

      3) Ensure data sharing processes between ATF and the NESS Partner Agency.

   b. FOD shall:

      1) Maintain the NESS application and share NIBIN Leads with the NESS Partner Agency.

      2) Upon receipt of this signed MOU, provide detailed instructions to the field division POCs on the process of requesting and receiving NESS User access for the NESS Partner Agency.

      3) Maintain a copy of this MOU along with any associated User agreements.

      4) Review all applications for NESS User access in a timely manner and facilitate the provisioning of accounts.

      5) Upon receipt of a request for account revocation, FOD will immediately deactivate said User account.
Article VI. Conditions

Both ATF and the NESS Partner Agency acknowledge their understanding that the NESS application is “LAW ENFORCEMENT SENSITIVE” and intended “FOR OFFICIAL LAW ENFORCEMENT USE ONLY.” Failure to protect and safeguard such data from loss, misuse, or unauthorized access could adversely affect law enforcement operations, including those areas related to officer safety, as well as, the fair and equitable administration of justice, and the privacy of individuals.

The Federal government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on NESS are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §§ 1001 and 1030.

The parties agree that premature disclosure of NESS data can reasonably be expected to interfere with pending or prospective law enforcement proceedings. It is agreed that the law enforcement sensitive firearms information generated pursuant to this agreement shall not be disclosed to a third party without the consent of both parties of this agreement, subject to State and Federal law. The parties agree to notify all other parties to the MOU prior to the release of any sensitive firearms information to a third party under State or Federal law. The parties acknowledge that NESS shall only be used for law enforcement purposes.

The parties agree to define a “crime gun” as “any firearm illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime.”

The parties agree that it is the public interest to enhance cooperation among Federal, State, Tribal, and local enforcement and public safety agencies with regard to reducing firearms violence, identify shooters, and their sources of crime guns. The NESS Partner Agency acknowledges that ATF and the NESS program will assist Federal, State, Tribal, and local law enforcement and public safety agencies in combatting firearms violence.

Article VII. Applicable Laws

The applicable statutes, regulations, directives, and procedures of the United States, DOJ, and ATF shall govern this MOU and all documents and actions pursuant to it. Nothing in this MOU will prevail over any Federal law, regulation, or other Federal rule recognized by ATF. This MOU is not a funding document. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals.

Article VIII. Modifications and Terminations

This MOU shall not affect any pre-existing or independent relationships or obligations between the parties. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative(s) of the Parties. This MOU may be amended or modified only by written agreement. Parties to this MOU may terminate their participation at any time upon written notification of their intent to withdraw to the other Party. Termination of the MOU by either Party will result in the revocation of all NESS accounts established under this agreement.

If either Party terminates this MOU, ATF will retain its interest in the electronically stored information contained in the NESS database. After termination ATF agrees to provide to the NESS Partner Agency continued access to the NIBIN data associated with cases originating from the NESS Partner Agency, subject to Federal law and regulations.

Article IX. Liability

The NESS Partner hereby agrees to assume full and sole liability for any damage, injury, or harm of any sort caused by operation and use of NESS or related to the use and interpretation of the information contained in, processed by, or extracted from any database subject to this agreement and the protocols and procedures of the NESS program to the fullest extent allowed by law.

No third party is intended to benefit or otherwise claim any rights whatsoever under this MOU. The rights and obligations set out in the MOU run between the signatories to this MOU only.

Article X. User Access

Prior to gaining NESS access, each User shall execute a User Agreement and Rules of Behavior, acknowledging that the operations described in this agreement are subject to audit by the ATF; the U.S. Department of Justice; Office of the Inspector General; the General Accounting Office; and other auditors designated by the U.S. Government.

Article XI. Costs

The use of the NESS system is provided without charge to the NESS Partner Agency. ATF is not responsible for costs associated with the NESS Partner Agency’s computer hardware, computer software (other than the NESS application), Internet connection(s), or other communications requirements associated with their use of the NESS application. ATF will maintain access to the NESS application furnished to the NESS Partner Agency and shall facilitate repairs to the NESS application in an expeditious manner, subject to availability and funding. However, ATF will not assume maintenance or repairs required as the result of improper use of the NESS application or enhancements to the NESS application, as well as repairs to local computer hardware, computer software, or communications problems. ATF will not fund the costs associated with a NESS Partner Agency who chooses to manipulate their internal data structure for data communication and transfer reasons.

Article XII. Conclusion

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the NESS application. The result of this cooperation and coordination will be the successful prosecution of illegal firearm crimes in State
and Federal jurisdictions as well as the development of an accurate picture of violent crime and the inception of new strategies to effectively disrupt the cycle of violence.

This MOU is effective upon the date of the last signature by the authorized representative of the parties and shall remain in effect for an unspecified time, wherein the authorized POC maintains that position within the participating agency, unless terminated earlier in writing by either Party. Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative of the Parties. This MOU may be amended or modified only by written agreement. Parties to this MOU may terminate their participation at any time upon written notification of their intent to withdraw to all other Parties in the MOU. Termination of the MOU by either Party will result in the revocation of all NESS accounts established under this agreement.

ATF and the NESS Partner hereby agree to abide by the terms and conditions of this MOU, including any appendices, and all policies of the NESS Program. In witness whereof, the parties have hereby executed this MOU.

Signature ___________________________ Date ________________
(Chief Law Enforcement or Public Safety Official)
John J. Tecklenburg ________________________________
Name ___________________________ Date ________________
Mayor ___________________________
Title ___________________________
City of Charleston (Police Department) ___________________________
NESS Partner Agency ___________________________
Signature _____________________________ Date ________________
(STATE AGENCY)
Signature _____________________________ Date ________________
(STATE AGENCY)
Signature _____________________________ Date ________________
(STATE AGENCY)
Signature _____________________________ Date ________________
(STATE AGENCY)
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Reynolds & Chief Curia

DEPT. CPD & CFD

SUBJECT: FIRE & POLICE DEPARTMENTS - 2021 PORT SECURITY GRANT

REQUEST: To approve submission of the 2021 Port Security Grant in the amount of $1,020,553

For a SAFE Boat Vessel and Digital x-ray systems to be used when dealing with explosives devices. The Fire Department is requesting updated technology for the Haz-Mat Response Unit, Trench Rescue Vehicle and Marine Fighter Training.

COMMITTEE OF COUNCIL: W&M

DATE: May 11, 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></td>
<td></td>
</tr>
<tr>
<td>Fire Department</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Department</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grants Coordinator</td>
<td></td>
<td></td>
<td></td>
<td></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 [X]

NEED: Identify any critical time constraint(s).

CFO's Signature: __________________________

FISCAL IMPACT:

Requesting to budget a cash match of $255,139 for 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.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Reynolds & Chief Curia DEPT. CPD & CFD
SUBJECT: FIRE & POLICE DEPARTMENTS - 2021 PORT SECURITY GRANT
REQUEST: To approve submission of the 2021 Port Security Grant in the amount of $1,020,553
For a SAFE Boat Vessel and Digital x-ray systems to be used when dealing with explosives devices. The Fire Department is requesting updated technology
For the Haz-Mat Response Unit, Trench Rescue Vehicle and Marine Fighter Training.

COMMITTEE OF COUNCIL: W&M DATE: May 11, 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></td>
<td></td>
</tr>
<tr>
<td>Fire Department</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Department</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grants Coordinator</td>
<td></td>
<td></td>
<td></td>
<td></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:
Requesting to budget a cash match of $255,139 for 2022.

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 Tecklenburg
From: Luther Reynolds, Chief of Police and Daniel Curia, Chief of Fire
Subject: FY22 Port Security Grant
Date: 11 May 2021

The purpose of this memorandum is to request permission for the Charleston Police Department and Charleston Fire Department's joint application to the FY22 Port Security Grant Program. The application is due on May 14th. The Departments plan to submit four investment justifications for equipment and training.

The goal of this grant project is to maintain and/or expand first responder capabilities for the Port of Charleston. The Charleston Fire Department and Charleston Police Department provide layered protection services to the port, formalized through a series of maritime security agreements. If one or more of the investments are awarded, the Department of Homeland Security would support the purchase of equipment and/or training that supports search and rescue, hazardous material screening, and/or surveillance.

The PSGP requires a 25% cash-match of $255,139, which we request to be budgeted for 2022. The funds are awarded in the form of a 36-month grant program. Notification of the award will occur in September 2021 with an October 1, 2021 start date. Please contact Chelsea Frances at 843-720-3782 (tayloch@charleston-sc.gov) or Deputy Chief Jason Krusen at 843-720-3053 (krusenj@charleston-sc.gov) should you have any questions or concerns regarding this application.
## 2021 PSGP Budget Breakdown

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Fed Share</th>
<th>City Match</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CPD U1</strong> 2 Staff to Boat Training/pickup (Airfare &amp; Lodging) WA</td>
<td>$3,650.00</td>
<td>$2,737.50</td>
<td>$912.50</td>
</tr>
<tr>
<td>2 Staff to Boat Training/pickup (Per Diem) WA</td>
<td>$528.00</td>
<td>$396.00</td>
<td>$132.00</td>
</tr>
<tr>
<td>17WC-00- Boat (25' Rapid Response Boat (SAFE Boat)</td>
<td>$293,775.00</td>
<td>$220,331.25</td>
<td>$73,443.75</td>
</tr>
<tr>
<td>17WC-00- Boat (Trailer)</td>
<td>$14,000.00</td>
<td>$10,500.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>$311,953.00</td>
<td>$233,964.75</td>
<td>$77,988.25</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Fed Share</th>
<th>City Match</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CPD U2</strong> 02EX-01-XRAP (2 Digital X-Ray Systems)</td>
<td>$176,000.00</td>
<td>$132,000.00</td>
<td>$44,000.00</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>$176,000.00</td>
<td>$132,000.00</td>
<td>$44,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Fed Share</th>
<th>City Match</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CFD U3</strong> 04MD-01-VCAM- Camera, Video</td>
<td>$18,000.00</td>
<td>$13,500.00</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>03OE-07-STAT-Aerostat, Tethered (Balloon)</td>
<td>$55,000.00</td>
<td>$41,250.00</td>
<td>$13,750.00</td>
</tr>
<tr>
<td>07ZZ-00-NCBR-Equipment, specialized Hazard Detection, non-CABRNE</td>
<td>$35,000.00</td>
<td>$26,250.00</td>
<td>$8,750.00</td>
</tr>
<tr>
<td>06CP-03-ICOM- Intercom</td>
<td>$6,200.00</td>
<td>$4,650.00</td>
<td>$1,550.00</td>
</tr>
<tr>
<td>06CP-03-PRAC - Accessories, Portable Radio</td>
<td>$13,200.00</td>
<td>$9,900.00</td>
<td>$3,300.00</td>
</tr>
<tr>
<td>04HW-01-1NHW- Hardware, Computer, Integrated</td>
<td>$6,600.00</td>
<td>$4,950.00</td>
<td>$1,650.00</td>
</tr>
<tr>
<td>07RD-03-DRHS- Detector, Radionuclide, High - Sensitivity</td>
<td>$4,000.00</td>
<td>$3,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>$138,000.00</td>
<td>$103,500.00</td>
<td>$34,500.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Fed Share</th>
<th>City Match</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CFD U4</strong> Trench Rescue Equipment &amp; 03SR-02-TLHN-Tools, Hand</td>
<td>$235,000.00</td>
<td>$176,250.00</td>
<td>$58,750.00</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>$235,000.00</td>
<td>$176,250.00</td>
<td>$58,750.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Fed Share</th>
<th>City Match</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CFD U5</strong> Marine Firefighting Training</td>
<td>$159,600.00</td>
<td>$119,700.00</td>
<td>$39,900.00</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>$159,600.00</td>
<td>$119,700.00</td>
<td>$39,900.00</td>
</tr>
</tbody>
</table>

**TOTAL**                                                                   | $1,020,553.00 | $765,414.75 | $255,138.25 |
PART I - INVESTMENT HIGHLIGHT

| 1) ORGANIZATION NAME (Legal Name Used On The SF-424): | City of Charleston |
| 2) STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED | South Carolina |

PART II - BASIC PROJECT INFORMATION

| 3) TYPE OF ORGANIZATION: | Local Agency |
| 4) CLASSIFICATION OF ORGANIZATION: | Charleston |

PART III - ELIGIBILITY INFORMATION

| 9) WHICH PROGRAM FUNDING THIS CAPABILITY (Project Security Grant Program): | Yes |

PART IV - ORGANIZATIONAL INFORMATION

| 23) IS YOUR ORGANIZATION AN ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE: | Yes |

PART V - CONTACT FOR ORGANIZATION

| 29) AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT: | Sergeant Christopher Mann |

PART VI - PHYSICAL LOCATION OF PROJECT

| 34) IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION: | No |

The South Carolina State Ports Authority (SCSPA) operates numerous terminals and facilities, both waterfront and inland, throughout the state of South Carolina. Several of these terminals and their support facilities are found in the greater Charleston area and comprise the Port of Charleston, a Type-II Controlled Port. At least three such terminals are located in the City of Charleston. For these three terminals (Passenger Terminal / Cruise Ship Dock, Union Pier, and Colubus Terminal), the first level of law enforcement is provided by the South Carolina State Ports Authority Police Department (SCSPAPO). These officers of the SCSPAPO provide security at entry checkpoints, foot and vehicular patrons on SCSPA property, as well as standard law enforcement services. However, the SCSPAPO does not have specialized units at its immediate disposal, and it therefore relies on assistance from the jurisdictions in which their ports and terminals are located. The Charleston Police and Fire Departments are two of several partners providing layered protection to the Port of Charleston. CFD is the primary agency providing specialized law enforcement support at both the three SCSPA terminals in the City of Charleston, and it is the frontline law enforcement agency serving the City Marine.
Each of these locations is a Maritime Transportation Security Act (MTSA) regulated facility. CPD's support includes the services of the Explosive Devices Team (CPD-EDT), the SWAT Team, the Underwater Recovery/Swimmer Team, and other units. Additionally, the Charleston Fire Department provides specialized support to include hazardous materials response, confined space rescue, fire fighting and life safety, and other services. This with other local, federal, and state partners, to include US Customs & Border Protection, US Coast Guard, South Carolina Department of Natural Resources, South Carolina Law Enforcement Division, Charleston SEAHAWK, and other Charleston Port Authority Police to contribute to the shared responsibility of enhancing the port's security. These interagency relationships and shared responsibilities are also formalized through a series of regional agreements. These agreements with the City of Charleston include all municipal jurisdictions within Charleston County, as well as unincorporated areas of the coast. The City of Charleston is a signatory to the County All Hazards Plan and Maritime Incident Action Plan. The City is also developing its own Comprehensive Emergency Management Plan.

Charleston Police Department currently has four vessels. One 25' quick response boat, 21' Munson landing craft, and two small 17' vessels. This new vessel will replace one of the small 17' vessels that are incapable of performing the mission of providing protection to the Port of Charleston. The Charleston Police Harbor patrol unit currently has four members but only one quick response boat. When this vessel is down for service or repairs it creates a gap in security coverage for the Port of Charleston.

PART VII - MARITIME SECURITY MOU, MOA AND/OR MUTUAL AID AGREEMENTS

34) IF YOUR AGENCY PROVIDES SECURITY SERVICES TO MTSA REGULATED FACILITIES, IDENTIFY AND DESCRIBE THE TYPE(S) OF AGREEMENT(S) THAT REQUIRE YOUR AGENCY TO DIRECTLY PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES.

CITY OF CHARLESTON MARITIME SECURITY AGREEMENTS:
City of North Charleston: Mutual Aid Agreement
Charleston County Sheriff's Office: Mutual Aid Agreement
Berkeley County Sheriff's Office: Mutual Aid Agreement
Charleston County Emergency Management Division: All Hazards Plan
Project SEAHAWK: Participating Member
US Coast Guard: Area Maritime Security Plan
South Carolina Ports Authority: Law Enforcement Assistance and Support Agreement

CPD Harbor has seen a drastic increase in requests to assist USCG with escorts for military vessels coming and going from the naval weapons station. As the Charleston area continues to grow, the request to assist with security concerns for shore side events is increasing and will only continue to increase. As COVID restrictions begin to lessen cruise ships will once again return to Charleston and our request to conduct escorts of these vessels will continue.

Throughout the year we receive requests from several federal partners to assist with events and special operations. We have assisted Customs and Border Patrol with interdiction operations, USCG with enforcement operations, and Homeland Security with operations to investigate human trafficking.

PART VIII - ALL AGENCIES/ORGANIZATION - IMPORTANT FEATURES

35) DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION, SUCH AS LACKING OR INADEQUATE CAPABILITIES OR ASSETS WITHIN THE PORT AREA TO MITIGATE MARITIME SECURITY VULNERABILITIES BEING ADDRESSED BY THIS PROJECT

A large port is the City of Charleston's jurisdictional land and waterways. Therefore, the City of Charleston's Police & Fire Departments are the primary responding emergency services for most of the Port Area. Neither the US Coast Guard (USCG) nor the South Carolina State Ports Authority Police Department (SCSPAPD) maintains its own local Public Safety Boat Squad, Public Safety Dive Team, Search and Rescue Team, or HAZMAT team for the port. It is more efficient to local agencies provide these services as a first line of response.

As one of the largest ports on the East Coast and among the world's top 10 ports for international exports, the Port of Charleston serves more than 2,000 cargo/container ships or barges per year, handling more than 3.1 million containers and 1.3 million tons of dry bulk trade cargo. It also services more than 100 cruise ship dockings annually. The port also acts as a holding facility for petroleum fuel for the southeastern United States, and it is used as a primary off-loading site for nuclear fuel for the Department of Energy. With the port playing such an important economic and energy role, it is necessary for the City of Charleston's first responders to maintain capabilities to prevent and respond to the demands of the Port's (COTP) priorities.

In 2017, the Charleston-North Charleston M.S.A. received the Urban Area Security Initiative (UASI) Risk Profile. The busts resulted in a risk analysis and the need for a public-private partnership to address vulnerabilities. As a member of Project SEAHAWK, the CPD shares its assets to local, state, and federal partners to address mutual concerns of safety.

Both the CPD and CPD adheres to the National Incident Management System (NIMS) framework. The CPD is a local, CFAI-accredited law enforcement agency within Charleston and Berkeley Counties. The CPD is a municipal, CFAI-accredited firefighting agency within Charleston and Berkeley Counties.

PART IX - INVESTMENT JUSTIFICATION ABSTRACT

36) WHAT ASSET(S) OR SERVICE(S) WOULD THIS PROJECT INVESTMENT FUND (i.e. vessels, radios, cameras, construction, service contracts, fencing etc.) FUND? If training requests, a course number and title are required.

37) IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST

In August of 2020, CPD took the sea trials of a 25' Safe Boat vessel to the Harbor Police Unit. Currently CPD has the largest amount of full time officers of any law enforcement agency in the Metro Marine Unit, yet the least amount of capable vessels. CPD is the primary agency with jurisdiction in the Charleston Harbor. When the CPD vessel is out of service for repairs or maintenance, it creates a large gap in Harbor Police's ability to perform their mission.

38) SPECIFY VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLANS THAT THIS PROJECT CLOSES/mitigates.

With the increase in activities and requests we are putting a large burden on our one capable vessel. The new boat, as of 3/21/21 has 321 hours on the engine in under 6 months of service. Typically, our engines last 3,200-3,300 hours at most due to the strenuous activities involving the boat's use. At the current rate, we would be required to replace the engine every three years at an approximate cost of $500,000. That timeline will shorten as our request for service increase. Charleston is a city surrounded by water with a rich maritime history and a dynamic life. The city's economic impact to the infrastructure and historical significance will continue to be a
39) Summarize the proposed investment justification.

The following must be included:

- Describe how this investment addresses the captain of the port's priorities.
- Explain how this investment will achieve a more secure and resilient port area.
- If similar capabilities already exist, explain why additional assets/services are needed.

Active Shooter at Port / Attack on Ravenel Bridge:
Enhancing the protection of soft targets/crowded places. The Port of Charleston contains multiple soft targets and the Charleston Police Department works alongside the US Coast Guard, and members of the Charleston Metro Marine unit in the protection, interdiction, and disruption of potential acts against said targets. These targets include but are not limited to:
- Cruise ship terminal to include Carnival Cruise Ship and Port of call ships
- Ravenel bridge
- Fort Sumter
- Port Scourer tour boats and terminal
- Charleston Executive airport
- Large dinner Cruise boats and Terminal
- Commercial Port Terminals

Several large events are hosted by the City of Charleston throughout the year, Cooper River Bridge run, USG Charleston commissioning, 2002 State of the Coast Guard address, Zappone festival, 2019 USGA Women's open, on water festivals, and boat parades.

A rapid response boat will allow the Charleston Harbor Patrol Unit to provide effective interdiction and prevention of potential attacks. This vessel will allow officers to respond in a timely manner in all weather conditions, provide patrols, and escort vessels. The Charleston Harbor Patrol Unit regularly works with our federal partners to intercept and board foreign flagged vessels entering the Charleston Harbor.

Enhancing WMD & IED Prevention, Detection, Response and Recovery Capabilities: The Charleston police department does not currently possess a small boat capable of utilizing the Radiolabeled Identification Device (RIDD) that the Charleston Metro Marine Unit utilizes. None of the vessels operated by the City of Charleston Harbor patrol unit are equipped with RIDD equipment.

This vessel will also be utilized by our dive team for the search of bridges, port terminals, and large ships for the presence of weapons of mass destruction. This vessel will also allow us to rapidly transport more members of our explosive device team, and an explosive detection dog to the area of a potential WMD.

The boat will come equipped with side scan sonar, allowing the members of the team to conduct scans and searches of piers, terminals, ships and the harbor for CBRNE and WMD.

Part X - National Priorities

40) Identify one program priority that this investment most closely supports: (Program Priorities are identified in the NCOI).

41) Describe how, and the extent this investment justification meets one or more of the national priorities.

Addressing Emergent Threats, such as USAS: A rapid response boat will assist in the quick response, identification, and interdiction of USAS that pose a threat. It will allow the Charleston Police Department to carry and deploy our drone team as well as the digital x-ray systems requested in U R2. The CPD Harbor Patrol Unit is currently working with a company to outfit the vessel with an anti-drone system in the future. This will allow us to have the equipment on a boat and on scene at all - scents, and security comes. The system takes control of a drone that comes into a secured area and safely lands the drone in a designated area. Currently, the only agency in the area with this technology and threats is deployed throughout the state.

Training & Awareness Campaign: A Charleston Police Department rapid response boat will assist in the planning, training, and execution of Maritime Active Shooter Training in the area. It will strengthen the area, training and overall capabilities of the response to an incident of a maritime active shooter.

Planning: Members of the Charleston Police Department Harbor Patrol Unit are actively involved in the creation, planning and exercising of safety and security plans for the Port of Charleston. These include but are not limited to USCG Maritime Active Shooter, and USC Mass Rescue. This vessel will assist in the scenario testing process for these plans and the response to any event included in these plans.

Training and Awareness: Member of the Charleston Police Harbor patrol unit routinely participate and assist USCG with Security Zones and ship escorts. Members of the unit receive nationally certified training on these techniques and train throughout the year to improve and maintain these skills. A quick response vessel is needed to perform these duties and training. This vessel will greatly increase the ability of the unit to train and increase the overall effectiveness of the mission.

Equipment and Capital Projects: A quick response vessel will assist with screening, search and detection of potential threats to the port. The vessel will be equipped with state-of-the-art scanning equipment to scan port piers, and large vessels at port.

Exercises: A quick response vessel will allow the Charleston Police Harbor Patrol Unit to actively participate in scenario-based response exercises with our port partners. These scenarios-based exercises allow us to identify and address vulnerabilities in our port, potential communication issues between Federal, state and local entities, and our overall operational coordination.

The Port of Charleston has several vulnerable targets. A twenty-five-foot rapid response high-speed vessel will strengthen the security of the port and safety potential soft targets. It will allow the Charleston Police Harbor Patrol Unit to safely respond in adverse conditions and high seas. It will greatly increase our ability to intercept vessels in the protection of escorted assets, and terminals. The Port of Charleston has several vulnerable targets.

Enhancing Cybersecurity: The Port of Charleston is one of the busiest container ship ports in the United States. This quick response vessel will be able to be equipped with a mobile data terminal (MDT). The MDT will allow those officers on board access to NCC, local data base systems, mapping technology, and access to Federal, state, and local camera systems while underway. Additionally, this vessel can function as a mobile command post or as a field command. CPD Harbor is also partnering with the FBI to identify and address potential maritime on water cybersecurity threats. The FBI does not have a local vessel so we will be providing vessels for this mission.

Part XI - Implementation Plan
Provide a high-level timeline of milestones for the implementation of this investment, such as planning, training, exercises, and major acquisitions or purchases. Up to 10 milestones may be submitted.

The following must be included:

- Major milestones or relevant information that is critical to the success of the investment
- Major tasks that will need to occur (e.g., design and development, contractual agreements, procurement, delivery, installation and project completion)

Estimated percentage for each milestone based on complexity and significance. Each milestone must contribute to the total 100%.

<table>
<thead>
<tr>
<th>Milestone Description</th>
<th>Start Date (mm/yyyy)</th>
<th>Completion Date (mm/yyyy)</th>
<th>Percentage of Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create a specification for the equipment listed in the investment justification</td>
<td>Nov-21</td>
<td>Dec-21</td>
<td>5%</td>
</tr>
<tr>
<td>2. Pursue GSA Contract for equipment</td>
<td>Jan-22</td>
<td>Feb-22</td>
<td>5%</td>
</tr>
<tr>
<td>3. Procure the equipment, including through approved purchasing procedures</td>
<td>Feb-22</td>
<td>Apr-22</td>
<td>10%</td>
</tr>
<tr>
<td>4. Review and implement a training program for the new equipment to ensure safe operation</td>
<td>Apr-22</td>
<td>Jun-22</td>
<td>10%</td>
</tr>
<tr>
<td>5. Receive, install, and place in service the equipment</td>
<td>May-22</td>
<td>May-22</td>
<td>10%</td>
</tr>
<tr>
<td>6. Provide end user training on all equipment to ensure personnel are properly trained on specific equipment received</td>
<td>Apr-22</td>
<td>Nov-22</td>
<td>10%</td>
</tr>
<tr>
<td>7. Develop, standard operating procedures for care, use, and maintenance of the equipment</td>
<td>May-22</td>
<td>Jun-22</td>
<td>10%</td>
</tr>
<tr>
<td>8. Perform periodic inspections, training, and maintenance on the equipment</td>
<td>Jun-23</td>
<td>Oct-24</td>
<td>30%</td>
</tr>
<tr>
<td>9. Conduct training with neighboring agencies</td>
<td>May-23</td>
<td>Oct-24</td>
<td>30%</td>
</tr>
</tbody>
</table>

Total Percentage of Project: 100%
### PSGP Budget Detail Worksheet

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

<table>
<thead>
<tr>
<th>Name/Position</th>
<th>Description of Project Work Activities</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name/Position for Management and Administration</th>
<th>Description of Management and Administration Activities</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Personnel**

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

<table>
<thead>
<tr>
<th>Name/Position</th>
<th>Description of Fringe Benefits</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name/Position for Management and Administration</th>
<th>Description of Fringe Benefits</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Fringe Benefits**

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

<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Location</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2) Staff to Boat Training/Pickup</td>
<td>Bremerton, WA</td>
<td>Airfare = 2 staff x $425/ticket Lodging = 2 rooms x ($280 x 5 nights)</td>
<td>$3,650</td>
</tr>
<tr>
<td>(2) Staff to Boat Training/Pickup</td>
<td>Bremerton, WA</td>
<td>Per Diem = 2 staff x ($44 x 6 days)</td>
<td>$528</td>
</tr>
</tbody>
</table>

Purpose of Travel for Management and Administration | Location | Computation | Cost |
D. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used).

Identify the Authorized Equipment List number (AEL #) for items requested. Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used. For CBRNE Vessels or Vehicles, list the specific CBRNE equipment that will be installed on the vessel or vehicle, including equipment already owned by the applicant.

<table>
<thead>
<tr>
<th>Equipment (Type and AEL#)</th>
<th>Description and Purpose of Equipment</th>
<th>Computation (Quantity x per unit cost)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>17WC-00-BOAT</td>
<td>25' Rapid Response Boat (SAFE Boat)</td>
<td>1</td>
<td>$293,775</td>
</tr>
<tr>
<td>17WC-00-BOAT</td>
<td>Trailer</td>
<td>1</td>
<td>$14,000</td>
</tr>
</tbody>
</table>

Equipment for Management and Administration (Type and AEL#)

<table>
<thead>
<tr>
<th>Description and Purpose for Equipment</th>
<th>Computation (Quantity x per unit cost)</th>
<th>Cost</th>
</tr>
</thead>
</table>

Total Equipment: $307,775

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

<table>
<thead>
<tr>
<th>Supplies</th>
<th>Description and Purpose of Supplies</th>
<th>Computation (Quantity x per unit cost)</th>
<th>Cost</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Supplies for Management and Administration</th>
<th>Description and Purpose for Supplies</th>
<th>Computation (Quantity x per unit cost)</th>
<th>Cost</th>
</tr>
</thead>
</table>

Total Supplies


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

<table>
<thead>
<tr>
<th>Name of Consultant</th>
<th>Description of Services Provided</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
<td>Location and/or Purpose</td>
<td>Computation</td>
<td>Cost</td>
</tr>
<tr>
<td>------</td>
<td>-------------------------</td>
<td>-------------</td>
<td>------</td>
</tr>
</tbody>
</table>

**Subtotal – Consultant Fees**

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Location and/or Purpose</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
</table>

**Subtotal – Consultant Expenses**

**Contracts:** Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Any sole source contracts must follow the requirements set forth in applicable state and local laws and regulations, as well as applicable Federal regulations at 2 CFR Part 200.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description of Services Provided</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
</table>

**Subtotal – Contracts**

**Total Consultants/Contracts**

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description and Purpose</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Item for Management and Administration</th>
<th>Description and Purpose</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
</table>
H. Indirect Costs. Indirect costs are allowable only as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant’s cognizant Federal agency) must be attached.

<table>
<thead>
<tr>
<th>Cognizant Federal Agency for Management and Administration</th>
<th>Description and Purpose</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Federal Amount</th>
<th>Non-Federal Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Personnel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Fringe Benefits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Travel</td>
<td>$3,134</td>
<td>$1,045</td>
<td>$4,178</td>
</tr>
<tr>
<td>D. Equipment</td>
<td>$230,831</td>
<td>$76,944</td>
<td>$307,775</td>
</tr>
<tr>
<td>E. Supplies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Consultants/Contracts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Indirect Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$233,965</strong></td>
<td><strong>$77,988</strong></td>
<td><strong>$311,953</strong></td>
</tr>
</tbody>
</table>
DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
PORT SECURITY GRANT PROGRAM INVESTMENT JUSTIFICATION

PART I - INVESTMENT JUSTIFICATION

1) ORGANIZATION NAME (Legal Name Listed On The SF-424)
   City of Charleston

2) STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED:
   South Carolina

3) PROJECT TITLE:
   CDPL Direct Radiation Digital X-Ray System for Explosive Device Team

4) PROJECT DESCRIPTION:
   To build the capability for response to an explosive device call out at the port by procuring two digital x-ray systems that are operable on marine vessels for the Charleston Police Department's Explosive Devices Team.

5) HAS THIS PROJECT BEEN FUNDED BY POGP OR ANOTHER FEDERAL ASSISTANCE PROGRAM IN THE LAST 2 YEARS?
   No

6) IF YES, WHAT WAS THE LAST TIME IT WAS FUNDED?
   No

7) PROVIDE JUSTIFICATION THAT SUPPORTS FUNDING THIS PROJECT AGAIN:

10) PROJECT CATEGORY
    Equipment

11) NEW CAPABILITY OR MAINTENANCE/SUSTAINMENT
    New Capability

12) IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 7007?
    No

13) IF YES, IDENTIFY COST SHARE EXEMPTION
    N/A

14) FEDERAL SHARE
    Cost Share

15) TOTAL PROJECT COST
    Cost Share

PART II - ELIGIBILITY INFORMATION

17) WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION?
    Area Maritime Security Plan

18) FACILITY SECURITY PLAN:
    Yes

19) STATE AND LOCAL AGENCIES - IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO MTSA-REGULATED FACILITIES?
    No

20) IF YES, HOW MANY MTSA REGULATED FACILITIES IS YOUR ORGANIZATION REQUIRED TO PROVIDE SERVICES?
    No

PART III - ORGANIZATIONAL INFORMATION

21) IS YOUR ORGANIZATION AN ACTING PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE?
    Yes

22) IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM?
    No

23) IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION?
    Yes

PART IV - POINT(S) OF CONTACT FOR ORGANIZATION

24) SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AGREEMENT
    The Honorable R. J. Tecklenburg

25) AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT
    Lieutenant George Bradley

26) STATE AND LOCAL AGENCIES - IS YOUR AGENCY THE PRIMARY RESPONDENT TO MTSA REGULATED FACILITIES?
    Yes

PART V - PHYSICAL LOCATION OF PROJECT

27) PHYSICAL ADDRESS OF THE PROJECT LOCATION
    82 Briggs Street

28) DETAILED DESCRIPTION OF THE PROJECT LOCATION
    The equipment will be stored at the CDPL Briggs Street Warehouse out of which the CDPL EDT operates.

29) CITY
    Charleston

30) STATE
    SC

31) ZIP CODE
    29401

32) LATITUDE & LONGITUDE
    32.831821, -79.944379

STATE AND LOCAL AGENCIES ONLY - ROLE IN PROVIDING LAYERED PROTECTION OF MTSA-REGULATED ENTITIES

33) DESCRIBES YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION.

The South Carolina State Ports Authority (SCSPA) operates numerous terminals and facilities, both waterfront and inland, throughout the state of South Carolina. Several of these terminals (and their support facilities) are located in the greater Charleston area and comprise the Port of Charleston, a Type II Controlled Port. At least three of these terminals are located in the City of Charleston. For these three terminals (Passenger Terminal/Cruise Ship Dock, Union Pier, and Columbus Terminal), the first level of law enforcement is provided by the South Carolina State Ports Authority Police Department (SCSPAPO). These officers of the SCSPAPO provide security at entry checkpoints, foot and vehicle patrols on SCSPA property, as well as standard law enforcement services. However, the SCSPAPO does not have specialized units at its immediate disposal, and it therefore relies on assistance from the jurisdictions in which their ports and terminals are located.

The Charleston Police and Fire Departments are two of several partners providing layered protection to the Port of Charleston. CPD is the primary agency providing specialized law enforcement support at both the three SCSPA terminals in the City of Charleston, and it is the first-line law enforcement agency serving the City of Charleston. Each of these locations is a Maritime Transportation Security Act (MTSA) regulated facility. CPD's support includes the services of the Explosive Devices Team (CPD-EDT), the SWAT Team, the Underwater Recovery/Swimmer Team, and other units. Additionally, the Charleston Fire Department provides specialized support to include hazardous materials response, confined space rescue, firefighting and life safety, and other services. This with other local, federal, and state partners, to include US Customs and Border Protection, US Coast Guard, South Carolina Department of Natural Resources, South Carolina Law Enforcement Division, and the South Carolina State Ports Authority Police in order to contribute to the shared responsibility of enhancing the port's security. These inter-agency relationships and shared responsibilities are also formalized through a series of regional agreements. These agreements with the City of Charleston include all municipal jurisdictions within Charleston County, as well as unincorporated areas of the coast. The City of Charleston is a signatory to the County All Hazards Plan and Maritime Incident Action Plan. The City is also developing its own Comprehensive Emergency Management Plan, and the Charleston Police Department Plan, and is participating in the USCG Maritime Active Shooter Plan, which through ALR T training recognizes the potential for use of IED’s and VE’s.
PART VII - ALL AGENCIES/ORGANIZATION - IMPORTANT FEATURES

34) DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION.

A large portion of port property resides in the City of Charleston’s Jurisdictional Land and waterways. Therefore, the City of Charleston’s Police & Fire Departments are the primary responding emergency services for much of the Port Area. Neither the US Coast Guard (USCG) nor the South Carolina Ports Authority Police Department (SCPAPD) maintain their own local Public Safety Bomb Squad, Public Safety Dive Team, Search and Rescue Team, or HAZMAT team for the port. It is more effective if local agencies provide these services as a first line of response.

Our current MOU obliges the CPO Explosive Devices Team (EDT) to respond in support of Customs and Border Protection Officers, Port Police Officers, USC Facility Security Officers, and other local agencies. Our EDT routinely assists both federal and local agencies with explosive device removal and render safe procedures. Furthermore, as our port continues to grow, operations conducted in conjunction with the Port Security Officers and the USCG will increase substantially. The current X-ray system that the CPO EDT utilizes is a system, affectionately known as "the haddock,". This system no longer being serviced by the vendor, and once the capabilities of this system fail, there will be no replacement for the EDT to utilize.

As one of the largest ports on the East Coast and among the world’s top 10 ports for international exports, the Port of Charleston serves more than 2,000 cargo/container ships or barges per year, handling more than 1.1 million containers and 3.3 million tons of dry bulk trade cargo. It also serves more than 180 cruise ship dockings annually. The port acts as a holding facility for petroleum fuel for the southeastern United States, and it is used as a primary off-loading site for nuclear fuel for the Department of Energy. With the port playing such an important economic and energy role, it is necessary for the City of Charleston’s first responders to maintain capabilities to prevent and respond to the Port of the Foxx (CPOT)’s priorities.

In 2017, the Charleston-North Charleston Metropolitan Area received the Urban Area Security Initiative (UASI) Risk Profile. The results indicated a higher-than-average national vulnerability score. The Charleston Police Department (CDP) developed a history of data and intelligence sharing with its Maritime Security Unit to address vulnerabilities. As a member of Project SHARK, the CPO shares its assets to local, state, and federal partners to address mutual concerns of safety.

Both the CPO and CFD adheres to the National Incident Management System (NIMS) framework. The CFD is a municipal, CFA-accrcited law enforcement agency within Charleston and Berkeley County. The CFD is a municipal, CFA-accrcited law enforcement agency within Charleston and Berkeley Counties. One of the responsibilities of the Port Security is a suspect device, possibly an explosive, and with so many vulnerable targets there is a high likelihood this may occur. The City of Charleston has identified earthquake shockwave as a high priority event in recent hazard vulnerability assessments (HVA). Additionally, the Arthur Ravenel Jr. Bridge (a.k.a. Cooper River Bridge) is a Federal Critical Infrastructure and Key Resource (CIKR). It is also a part of the Federal Emergency Management Zone at the discretion of the Captain of the Port. Since the Boston Marathon bombings, the Cooper River Bridge requires emergency prevention and preparedness activities prior to the annual event. This includes a full activation of the CPO EDT, extensive sweeps of the area, and X-rays of any device that is deemed suspicious in nature.

In January, the Charleston North Charleston Metropolitan Area received its 2017 Urban Area Security Initiative (UASI) Risk Profile. The results indicated a higher-than-average national vulnerability score.

As a member of Project SHARK and the Metro Marine Unit, the CPO shares its assets to local, state, and federal partners to address mutual concerns of safety. Because of the high profile events it is critical that the response agencies tasked with operating at such events have ample resources to operate. An additional vessel in the Harbor and surrounding waterways with capabilities to carry a tactical team for operations would be beneficial to the MMU.

PART VIII - MARITIME SECURITY MOU, MOA AND/or MUTUAL AID AGREEMENTS

35) IF YOUR AGENCY PROVIDES SECURITY SERVICES TO MTSU REGULATED FACILITIES, IDENTIFY AND DESCRIBE THE TYPE(S) OF AGREEMENT(S) THAT REQUIRE YOUR AGENCY TO DIRECTLY PROVIDE PORT SECURITY SERVICES TO MTSU REGULATED FACILITIES.

As a member of Project SHARK, the Metro Marine Unit, the CPO shares its assets to local, state, and federal partners to address mutual concerns of safety. Because of the high profile events it is critical that the response agencies tasked with operating at such events have ample resources to operate. Digital X-ray system capabilities that include the ability to mount the equipment on one of CPO’s vessels for operations would be beneficial to the MMU.

CITY OF CHARLESTON Maritime Security Agreements:

City of North Charleston: Mutual Aid Agreement
Charleston County Sheriff’s Office: Mutual Aid Agreement
Charleston County Sheriff’s Office: Mutual Aid Agreement
 refute County Sheriff’s Office: Mutual Aid Agreement
Berkeley County Sheriff’s Office: Mutual Aid Agreement
Charleston County Emergency Management Division: All-Hazards Plan
Marine Marine Unit: Mutual Aid Agreement
Project SHARK: Participating Member
US Coast Guard: Area Maritime Security Plan
South Carolina Ports Authority: Law Enforcement Assistance and Support Agreement

PART IX - INVESTMENT JUSTIFICATION ABSTRACT

36) WHAT WILL THIS PROJECT INVESTMENT FUND (i.e., vessels, radios, cameras, construction, contracts, fencing, etc.)

2 Complete Digital X-Ray Systems

37) SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.

THE FOLLOWING MUST BE INCLUDED:
• DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT’S PRIORITIES
• EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA
• IDENTIFY ASSETS BEING REQUESTED
• IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST

HOW THIS PROJECT ADDRESSES THE CAPTAIN OF THE PORT’S PRIORITIES

The City of Charleston ETD also conducts Bomb Sweeps for The Citadel Department of Public Safety, the College of Charleston Public Safety, and the Medical University of South Carolina Department of Public Safety. In addition to this, the ETD also conducts sweeps at large events such as the Volvo Cup, the annual Cooper River Bridge Run (the 3rd largest 10K in the United States), multiple concerts, city events and other times as requested. In the event of a bomb threat, suspicious device, or terrorist attack, the City of Charleston will dine respond as an explosive devices subject matter expert in order to investigate and support the above agencies in order to secure the Port of Charleston. The acquisition of a new digital X-ray system will increase the ability of the team to determine the nature of a device.

HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA

The Port of Charleston has several vulnerable targets. To better prepare for hazardous devices, suspicious packages and other critical incidents at the port, the City of Charleston Police Department sustains a highly trained Explosive Devices Team. The team operates in a cohesive manner in order to respond to high risk calls for service within our jurisdiction while also providing support to other local agencies during critical incidents. In order for the Explosive Devices Team to effectively carry out our mission to protect the citizens and critical infrastructure of the region, we must have sufficient equipment relevant to our task.

At this time, we currently utilize a LOGOS digital X-ray imaging system. This system requires that a bomb technician traverse "no man's land" toward a device, place an e
X-ray panel behind the device, place an X-ray generator about the device, activate the generator, then leave the area within a certain time frame, all while using an 80 pound bomb suit. Once the X-ray is taken, the technician must then return down range and collect the X-ray panels, and return them to the staging area, where assisting units can use a device (affectionately known as the "bread maker") to observe the X-rays. LOGOS will no longer service the "bread maker," which means that when the current system fails, the EDT will no longer have the capability to X-ray hazardous devices.

The addition of two new digital X-ray systems will allow the EDT to operate in a more efficient manner. The team currently operates off of two response vehicles, which allows for multiple responses to different locations. Additionally, the new systems operate off of a digital panel, which changes the operations procedure for obtaining an X-ray of a device. As stated previously, the current procedures require that the technician be "down range" multiple times, especially if the device is not X-rayed properly. The new systems allow for the technician to go "down range" once, setting up the X-ray panel and the X-ray generator. Once the technician returns to the staging area, the new system allows for the X-ray generator to be activated remotely, and allows for the transmission of digital X-rays to occur remotely. This allows the technician to only go "down range" once, and then again if it is needed to disarm or render safe any device, whereas in the past, the technician would have to go "down range" just to collect the panels to determine the device's contents.

ASSETS BEING REQUESTED
As the EDT is responsible for responding to all incidents that exceed the capability of patrol officers within our jurisdiction, including terrorist attacks against critical infrastructure. This proposal requests $144,000 in funding to purchase 2 new digital X-ray systems (Panel and X-ray generator, Remote Firing System, and tablet for reading the digital X-rays).

SIMILAR ASSETS THAT ALREADY EXIST
As of this date, the City of Charleston EDT has 2 digital X-ray systems, which are several years old. This current system utilizes X-ray panels, which after each use must be bleached by a light screen at the sun. The current system also requires that a technician spend a large amount of time near the suspected hazardous device, placing X-ray panels, setting up the X-ray generator, timing the generator, returning to the panels after the generator has taken the X-ray, and returning to the staging area. Additionally, the panels must be read by a "bread maker" which is no longer being serviced by the manufacturer, so once the "bread maker" no longer functions, the EDT will lose all X-ray capability.

PART X - NATIONAL PRIORITIES

[38] IDENTIFY ONE PROGRAM PRIORITY THIS INVESTMENT MUST CLOSELY SUPPORTS (Program Priorities are identified in the NOFO):

Program Priority 1

[39] DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.

THE FOLLOWING MUST BE INCLUDED:

• HOW THIS INVESTMENT ADDRESSES VULNERABILITIES (IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLANS).

[40] ENHANCING THE PROTECTION OF SOFT TARGETS/CROWDED PLACES

The addition of the new X-ray system will increase the capabilities of the EDT. The new systems are lighter, smaller, and more efficient than the current system. The system also will have support from the manufacturer, whereas the current system is no longer supported by the manufacturer if the system were to malfunction or fail.

There are numerous critical infrastructure points in and around Charleston that these new digital X-ray systems may be used to respond to multiple or neutralize critical incidents. These points of C include:

• The South Carolina Port Authority Charleston Terminal which is located in downtown Charleston. The Port system collectively had over a $83.4 billion economic impact.
• The South Carolina Port Authority Charleston Container Ship Terminal which transports over 225,000 persons each year.
• Coast Guard Station Charleston
• The College of Charleston is located in downtown Charleston with approximately 11,000 students.
• The Citadel Military College (1,300 cadets students and 1,000 graduate students)
• The Medical University of South Carolina is located in downtown Charleston with approximately 14,000 employees, an additional 3,000 students, seeing over 1 million patients each year.
• Roper St. Francis Hospital is located in downtown Charleston with approximately 6,000 employees.
• MUSC Shawn Jenkins Children's Hospital
• SC National Guard 201IN Maneuver Enhancement Brigade Headquaters
• Over 50 Churches, Synagogues, Mosques, and places of worship
• 15 Elementary Schools, 6 Middle schools, 7 High Schools, and 25 multi-grade schools.

[41] ENHANCING WMD & IED PREVENTION, DETECTION, RESPONSE AND RECOVERY CAPABILITIES

The City of Charleston and the surrounding communities face a number of significant threats to their residents and critical infrastructure. These threats, such as terrorism both foreign and domestic (including but not limited to explosive devices) require our first responders to be constantly prepared for any critical incidents that may occur in the area. To better help prepare for such incidents, the City of Charleston Police Department sustains a highly trained Explosive Devices Team (EDT) to respond to all high risk critical calls that occur within our jurisdiction. In order for the team to effectively carry out our mission to protect the citizens and critical infrastructure of the region, we must have sufficient equipment to do the job. At this time, our current X-ray systems are becoming obsolete. The device used to read the X-rays is no longer supported by the manufacturer, as the technology has rapidly increased over the last few years.

Though we have the training and experience to protect against, mitigate the effects of, respond to and recover from terrorist attacks and explosive devices, we lack the equipment and capability to do so. The acquisition of two new X-ray systems will enable the EDT to conduct proper X-ray operations, reduce the danger to the technician who must go "down range", and allow for the device to be serviced by the manufacturer if needed.

PART XI - IMPLEMENTATION PLAN

[40] PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.

THE FOLLOWING MUST BE INCLUDED

• MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
• MAJOR TASKS THAT WILL NEED TO OCCUR (E.G., DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)
• ESTIMATED PERCENTAGE FOR EACH MILESTONE BASED ON COMPLEXITY AND SIGNIFICANCE (MILESTONES MUST COLLECTIVELY EQUAL 100%)

<table>
<thead>
<tr>
<th>Milestones</th>
<th>Start Date (mm/yyyy)</th>
<th>Completion Date (mm/yyyy)</th>
<th>Percentage of Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Create a specification for the equipment listed in the Investment Justification</td>
<td>Nov-23</td>
<td>Dec-23</td>
<td>55%</td>
</tr>
<tr>
<td>2 Send bids for the equipment</td>
<td>Jan-22</td>
<td>Feb-22</td>
<td>55%</td>
</tr>
<tr>
<td>Step</td>
<td>Activity Description</td>
<td>Feb-22</td>
<td>Apr-22</td>
</tr>
<tr>
<td>------</td>
<td>----------------------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>3</td>
<td>Procure the equipment included through approved purchasing procedures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Review and implement a training program for the new equipment to ensure safe operation</td>
<td>Apr-22</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Receive and place in service the equipment</td>
<td>May-22</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Provide end user training on all equipment to ensure personnel are properly trained on specific equipment used</td>
<td>Apr-22</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Develop standard operating procedures for care, use and maintenance of the equipment</td>
<td>May-22</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Perform periodic inspections, training, and maintenance on the equipment</td>
<td>Jun-22</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Conduct training with neighboring agencies</td>
<td>May-23</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## PSGP Budget Detail Worksheet

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

<table>
<thead>
<tr>
<th>Name/Position</th>
<th>Description of Project Work Activities</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name/Position for Management and Administration</th>
<th>Description of Management and Administration Activities</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Personnel**

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

<table>
<thead>
<tr>
<th>Name/Position</th>
<th>Description of Fringe Benefits</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name/Position for Management and Administration</th>
<th>Description of Fringe Benefits</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Fringe Benefits**

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

<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Location</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Purpose of Travel for Management and Administration</th>
<th>Location</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Travel**
D. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization’s own capitalization policy and threshold amount for classification of equipment may be used).

Identify the Authorized Equipment List number (AEI #) for items requested. Expendable items should be included either in the “Supplies” category or in the “Other” category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the “Contractual” category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used. For CBRNE Vessels or Vehicles, list the specific CBRNE equipment that will be installed on the vessel or vehicle, including equipment already owned by the applicant.

<table>
<thead>
<tr>
<th>Equipment [Type and AEI #]</th>
<th>Description and Purpose of Equipment</th>
<th>Computation [Quantity x per unit cost]</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>02EX-01-XRAP</td>
<td>Digital X-Ray System</td>
<td>2 x $88,000</td>
<td>$176,000</td>
</tr>
</tbody>
</table>

Equipment for Management and Administration [Type and AEI #] | Description and Purpose for Equipment | Computation [Quantity x per unit cost] | Cost |
|-------------------------------------------------------------|---------------------------------------|---------------------------------------|------|

Total Equipment

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

<table>
<thead>
<tr>
<th>Supplies</th>
<th>Description and Purpose of Supplies</th>
<th>Computation [Quantity x per unit cost]</th>
<th>Cost</th>
</tr>
</thead>
</table>

Supplies for Management and Administration | Description and Purpose for Supplies | Computation [Quantity x per unit cost] | Cost |
|-------------------------------------------|-------------------------------------|---------------------------------------|------|

Total Supplies

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

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

<table>
<thead>
<tr>
<th>Name of Consultant</th>
<th>Description of Services Provided</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
</table>
### Consultant Expenses

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Location and/or Purpose</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal – Consultant Expenses**

### Contracts

Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Any sole source contracts must follow the requirements set forth in applicable state and local laws and regulations, as well as applicable Federal regulations at 2 CFR Part 200.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description of Services Provided</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal – Contracts**

### Other Costs

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description and Purpose</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Other Costs**
H. Indirect Costs. Indirect costs are allowable only as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(I), recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant Federal agency) must be attached.

<table>
<thead>
<tr>
<th>Cognizant Federal Agency</th>
<th>Description and Purpose</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cognizant Federal Agency for Management and Administration</td>
<td>Description and Purpose</td>
<td>Computation</td>
<td>Cost</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Federal Amount</th>
<th>Non-Federal Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Personnel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Fringe Benefits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Travel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Equipment</td>
<td>$132,000</td>
<td>$44,000</td>
<td>$176,000</td>
</tr>
<tr>
<td>E. Supplies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Consultants/Contracts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Indirect Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$132,000</td>
<td>$44,000</td>
<td>$176,000</td>
</tr>
</tbody>
</table>
**STATE AND LOCAL AGENCIES ONLY - ROLE IN PROVIDING LAYERED PROTECTION OF MTSA REGULATED ENTITIES**

**33) DESCRIBE YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES, AND ACTIVITIES IN DELIVERING LAYERED PROTECTION.**

The Charleston Fire Department (CFD) provides layered protection for the Port of Charleston (Type I controlled port). The CFD partners with other local, state, and federal agencies to achieve this layered protection. These agencies include, Charleston Police Department, Charleston County, South Carolina Department of Natural Resources, South Carolina Law Enforcement Division, South Carolina Port Authority Police, US Coast Guard, and US Customs & Border Protection. In order to contribute to the shared responsibility of enhancing the security of the port.

These inter-agency relationships and shared responsibilities are formalized through a series of agreements. The CFD Haz-Mat maintains automatic and mutual aid agreements with various agencies within Charleston County. The scope of these agreements includes all municipal jurisdictions within Charleston County, as well as other agreements within the state. This City of Charleston is a signatory to the All Hazards Plan and Incident Command Plan. It has also developed its own Comprehensive Emergency Management Plan to address port security and to collaborate with the USCG in emergency management.

The Charleston Fire Department is committed to enhancing port security through the collaborative efforts of such agencies as Port Authority and the Department of Transportation. This new technology will also allow this unit to communicate information to the response partners both on scene and across the state.
More than 2 million container movements by truck occurred at the Port of Charleston in 2020, making it one of the top 10 ports in the United States. The Port of Charleston has been the fastest growing major port in the United States since 2011. By 2019 the Charleston Harbor will be deepened to 52 feet to accommodate the much larger Post-Panamax vessels 24 hours a day without tidal restrictions. Once deepened, Charleston Harbor will be the deepest port on the East Coast. All of the above factors contribute to the Port of Charleston being a prime candidate/target for catastrophic terrorism incidents.

The CFM Marine Team is an active participant in the Marine Unit (MMU) and believes in the concept of inter-agency cooperation. The Charleston Fire Department supports the MMU by continuously placing members in the NARLA courses the MMU uses as accreditation and now has a certified instructor to help train other unit partners.

A large portion of port property resides in the City of Charleston's jurisdictional and waterways. Therefore, the Charleston Fire Department is a primary responding agency for the Port Area. The US Coast Guard does not maintain its own Search and Rescue Team, or HAZMAT team for the port; therefore, the local resources must be equipped to address the threats. It is more efficient if local resources provide these services as the first line of response as all incidents begin and end local.

The City of Charleston has identified earthquakes and hurricanes as a high priority events in recent hazard vulnerability assessments (HVA), additionally the Arthur Ravenel Jr. Bridge (a.k.a. Cooper River Bridge) is a Federal Critical Infrastructure and Key Resource (CIKR). It is also a part of the Federal Exclusionary Zone at the discretion of the Captain of the Port. Since the Boston Marathon bombings, the Cooper River Bridge requires emergency prevention and preparedness activities prior to the annual event. The Charleston-North Charleston MSA received its 2015 Urban Area Security Initiative (UASI) Risk Profile. The results indicated a higher-than-average national vulnerability score. As a member of Project SEAHAWK and the Metro Marine Unit, the CFM shares its assets to local, state, and federal partners to address mutual concerns of safety. Because of these identifying factors it is critical that the response agencies tasked with operating at such events have ample resources to operate. An additional vessel in the Harbor and surrounding waterways would be beneficial to the MMU.

**PART IX - INVESTMENT JUSTIFICATION ABSTRACT**

**31.** WHAT WILL THIS PROJECT INVESTMENT FUND (i.e., vessels, radios, cameras, construction, contracts, fencing, etc.)?

**32.** SUZABONIZE THE PROPOSED INVESTMENT JUSTIFICATION.

**THE FOLLOWING MUST BE INCLUDED:**

- DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT'S PRIORITIES
- EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESIDENTIAL PORT AREA
- IDENTIFY ASSETS BEING REQUESTED
- IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST

**NATIONAL PRIORITIES**

**34.** IDENTIFY ONE PROGRAM PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS (Program Priorities are Identified in the NFOG)

**Program Priority 8**
Describe how the Chem-Mat response unit for the Charleston Fire Department (CFD) aligns with the National Priority of Equipment and Capital Projects 5 (5). The Chem-Mat Response Unit upgrade will help ensure the sustainment of the 2014 investment for the unit and its continued use. The upgrade will ensure the unit effectively communicates through various methods, assists with the screening and detection of hazardous materials, and the interdiction and shutdown of hazardous operations through department activities.

Furthermore, through the joint response network that the department is involved with the Marine Team, US&R Team, and Chem-Mat Team, the CFD aids law enforcement agencies, both local and state assets in the prevention of incidents. The Marine Team provides support for use of its vessel, the Hazardous Materials Team’s equipment, and US&R Team. The department participates in such activities as shrimp & grits and Hammerhead operations. The requested search equipment will assist the department in fulfilling a gap that has been identified.

**PART III - IMPLEMENTATION PLAN**

**Provide a high-level timeline of milestones for the implementation of this investment, such as planning, training, exercises, and major acquisitions or purchases. Up to 10 milestones may be submitted.**

The following must be included:
- Major milestones or relevant information that is critical to the success of the investment
- Major tasks that will need to occur (e.g., design and development, contract agreements, procurement, delivery, installation, and project completion)
- Estimated percentage for each milestone based on complexity and significance. Milestones must collectively equal 100%

<table>
<thead>
<tr>
<th>Milestones</th>
<th>Start Date (mm/yyyy)</th>
<th>Completion Date (mm/yyyy)</th>
<th>Percentage of Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Create a specification for the equipment listed in the investment justification</td>
<td>Nov-21</td>
<td>Dec-21</td>
<td>5%</td>
</tr>
<tr>
<td>2. Solicit bids for the equipment</td>
<td>Jan-22</td>
<td>Feb-22</td>
<td>5%</td>
</tr>
<tr>
<td>3. Procure the equipment through approved purchasing procedures</td>
<td>Feb-22</td>
<td>Apr-22</td>
<td>15%</td>
</tr>
<tr>
<td>4. Review and implement a training program for the new equipment to ensure safe operation</td>
<td>Apr-22</td>
<td>Jun-22</td>
<td>10%</td>
</tr>
<tr>
<td>5. Receive and place in service the equipment</td>
<td>May-22</td>
<td>May-22</td>
<td>10%</td>
</tr>
<tr>
<td>6. Provide end user training on all equipment to ensure personnel are properly trained on specific equipment received</td>
<td>Apr-22</td>
<td>Aug-22</td>
<td>15%</td>
</tr>
<tr>
<td>7. Develop standard operating procedures for care, use, and maintenance of the equipment</td>
<td>May-22</td>
<td>Jun-22</td>
<td>30%</td>
</tr>
<tr>
<td>8. Perform periodic inspections, training, and maintenance on the equipment</td>
<td>Jun-22</td>
<td>Oct-24</td>
<td>30%</td>
</tr>
<tr>
<td>9.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Total Percentage of Project</td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>
**PSGP Budget Detail Worksheet**

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

<table>
<thead>
<tr>
<th>Name/Position</th>
<th>Description of Project Work Activities</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name/Position for Management and Administration</th>
<th>Description of Management and Administration Activities</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Personnel**

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

<table>
<thead>
<tr>
<th>Name/Position</th>
<th>Description of Fringe Benefits</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name/Position for Management and Administration</th>
<th>Description of Fringe Benefits</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Fringe Benefits**

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

<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Location</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Purpose of Travel for Management and Administration</th>
<th>Location</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Travel**
D. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization’s own capitalization policy and threshold amount for classification of equipment may be used).

Identify the Authorized Equipment List number (AEL #) for items requested. Expendable items should be included either in the “Supplies” category or in the “Other” category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the “Contractual” category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used. For CBRNE Vessels or Vehicles, list the specific CBRNE equipment that will be installed on the vessel or vehicle, including equipment already owned by the applicant.

<table>
<thead>
<tr>
<th>Equipment (Type and AEL#)</th>
<th>Description and Purpose of Equipment</th>
<th>Computation (Quantity x per unit cost)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>04MD-01-VCAM - Camera, Video</td>
<td>digital cameras, storage and viewing monitor</td>
<td>$18,000</td>
<td></td>
</tr>
<tr>
<td>03OE-07-STAT - Aerostat, Tethered (Balloon)</td>
<td>Tethered camera system</td>
<td>$55,000</td>
<td></td>
</tr>
<tr>
<td>0722-00-NCBU - Equipment, Specialized Hazard Detection, non-CBRNE</td>
<td>Atmospheric monitor calibration, licences, weather station</td>
<td>$35,000</td>
<td></td>
</tr>
<tr>
<td>06CP-03-ICOM - Intercom</td>
<td>upgrade in cab communications</td>
<td>$6,200</td>
<td></td>
</tr>
<tr>
<td>06CP-03-PRAC - Accessories, Portable Radio</td>
<td>bone mic for existing comms, and SAT phone</td>
<td>$13,200</td>
<td></td>
</tr>
<tr>
<td>04HW-01-INHW - Hardware, Computer, Integrated</td>
<td>Cradle point, tablet, and printer</td>
<td>$6,600</td>
<td></td>
</tr>
<tr>
<td>07RD-03-DHMS - Detector, Radionuclide, High-Sensitivity</td>
<td>Radeye vehicle kit</td>
<td>$4,000</td>
<td></td>
</tr>
</tbody>
</table>

| Equipment for Management and Administration (Type and AEL#) | Description and Purpose for Equipment | Computation (Quantity x per unit cost) | Cost |

Total Equipment $138,000

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

| Supplies | Description and Purpose of Supplies | Computation (Quantity x per unit cost) | Cost |

| Supplies for Management and Administration | Description and Purpose for Supplies | Computation (Quantity x per unit cost) | Cost |

Total Supplies

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

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

| Name of Consultant | Description of Services Provided | Computation | Cost |

| | | | |

| | | | |

Total Consultant Fees
<table>
<thead>
<tr>
<th>Item for Management and Administration</th>
<th>Location and/or Purpose</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal – Consultant Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description and Purpose</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item for Management and Administration</td>
<td>Description and Purpose</td>
<td>Computation</td>
<td>Cost</td>
</tr>
</tbody>
</table>
H. Indirect Costs. Indirect costs are allowable only as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(l), recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant’s cognizant Federal agency) must be attached.

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Federal Amount</th>
<th>Non-Federal Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Personnel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Fringe Benefits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Travel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Equipment</td>
<td>$103,500</td>
<td>$34,500</td>
<td>$138,000</td>
</tr>
<tr>
<td>E. Supplies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Consultants/Contracts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Indirect Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$103,500</strong></td>
<td><strong>$34,500</strong></td>
<td><strong>$138,000</strong></td>
</tr>
</tbody>
</table>
PART I - INVESTMENT HEADING

1) ORGANIZATION NAME (Legal Name Listed On The SF 424):
   City of Charleston
   South Carolina

2) TYPE OF ORGANIZATION:
   Local Agency

3) STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED:
   Charleston

5) PROJECT TITLE:
   Trench Rescue Trailer

6) PROJECT DESCRIPTION
   To equip the area around the Port with a trench rescue resource contained in a complete unit ready for response

7) HAS THIS PROJECT BEEN FUNDED BY PSCG OR ANOTHER FEDERAL ASSISTANCE PROGRAM IN THE LAST 3 YEARS?
   No

9) IF YES, WHEN WAS THE LAST TIME IT WAS FUNDED?

11) PROVIDE JUSTIFICATION THAT SUPPORTS FUNDING THIS PROJECT AGAIN

12) PROJECT CATEGORY:
   Equipment

13) NEW CAPABILITY OR MAINTENANCE/SUSTAINMENT:
   New Capability

14) IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 7003?
   No

15) IF YES, IDENTIFY COST SHARE EXEMPTION

PART II - BASIC PROJECT INFORMATION

16) FEDERAL SHARE: $376,250

17) COST SHARE: $52,750

18) TOTAL PROJECT COST: $439,000

PART III - ELIGIBILITY INFORMATION

19) WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION?
   Area Maritime Security Plan

20) STATE AND LOCAL AGENCIES - IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO MTS-REGULATED FACILITIES?
   Yes

21) IF YES, HOW MANY MTS-REGULATED FACILITIES IS YOUR ORGANIZATION REQUIRED TO PROVIDE SERVICES?

PART IV - ORGANIZATIONAL INFORMATION

22) IS YOUR ORGANIZATION AN ACTIVE PARTICIPANT IN AN AREA MARITIME SECURITY ORGANIZATION?
   Yes

23) IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM?
   No

24) IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION?
   Yes

25) IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION?
   Yes

26) IF THE PROJECT SITE IS NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE

27) IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT OF 2002, AS AMENDED?
   Yes

28) STATE AND LOCAL AGENCIES - IS YOUR AGENCY THE PRIMARY RESPONDER TO MTS-REGULATED FACILITIES?
   Yes

PART V - POINTS OF CONTACT FOR ORGANIZATION

29) SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AGREEMENT
   John F. Tecklenburg

30) AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT
   Jason Gore

PART VI - PHYSICAL LOCATION OF PROJECT

31) PHYSICAL ADDRESS OF THE PROJECT LOCATION
   1451 King Street Extension
   Charleston, SC 29403

32) BRIEF DESCRIPTION OF THE PROJECT LOCATION
   This equipment will be located at the Charleston Fire Department located at Fire Station 9. The building is located at 1451 King St Ext.

33) Describe your organization's specific roles, responsibilities and activities in delivering layered protection.
   The Charleston Fire Department (CFD) provides layered protection for the Port of Charleston (Type II controlled port). The CFD partners with other local, state, and federal agencies to achieve this layered protection. These agencies include, Charleston Police Department, Charleston County, South Carolina Department of Natural Resources, South Carolina Law Enforcement Division, Charleston County Police Department, and US Coast Guard. The City of Charleston contributes to the shared responsibility of enhancing the security of the port.

34) Describe any operational issues you deem important to the consideration of your application.
   The Charleston Fire Department has identified the need for trench rescue capabilities that are currently lacking. Trench operations are commonly encountered during infrastructure improvements and large construction projects. Similar scenarios can exist in scenarios when stacks of shipping containers topple and create void areas. This is an equal or greater threat than the trench collapse, but still a gap for the area.

More than 2 million container movements per year occur at the Port of Charleston in 2010, making it one of the top 10 ports in the United States. The Port of
Charleston has been the fastest growing major port in the United States since 2011. By 2015, Charleston Harbor will be deepened to 52 feet to accommodate the much larger Post-Panamax vessels 24 hours a day without tidal restrictions. Once deepened, Charleston Harbor will be the deepest port on the East Coast. All of the above factors contribute to the Port of Charleston being a prime candidate/target for catastrophic terrorist activities.

The CDF Marine Team is an active participant in the Metropolitan Unit (MMU) and believes in its concept of inter-agency cooperation. The Charleston Fire Department supports the MMU by continually placing members in the NASBAM course at the MMU uses as accreditation and now has a certified instructor to help train other units.

A large portion of port property resides in the City of Charleston’s jurisdictional and waterways. Therefore, the Charleston Fire Department is a primary responding agency for the Port Area. The US Coast Guard does not maintain its own technical response team, so the local resources must be equipped to address the threat. It is more efficient if local resources provide these services as the first line of response as all incidents begin and end locally.

The City of Charleston has identified earthquakes and hurricanes as our high-priority events in recent hazard vulnerability assessments (HVA), and additionally the Arthur Ravenel Jr. Bridge (aka Cooper River Bridge) is a Federal Critical Infrastructure and Key Resource (CIKR). It is also a part of the Federal Defense Highway Zone at the discretion of the Port. Since the Boston Marathon bombings, the Cooper River Bridge requires emergency prevention and preparedness activities prior to the annual event. The Charleston-North Charleston MSA has received its 2017 Urban Area Security Initiative (UASI) Risk Profile. The results indicated a higher-than-average national vulnerability score. As a member of Project SEAHAWK and the Metro Marine Unit, the CDF shares its assets with local, state, and federal partners to address mutual concerns of safety. Because of these identifying factors it is critical that the response agencies tasked with operating at such events have ample resources to operate. An additional vessel in the Harbor and surrounding waterways would be beneficial to the MMU.

City of Charleston Maritime Security Agreements:
- City of North Charleston: Mutual Aid Agreement
- Charleston County Sheriff’s Office: Mutual Aid Agreement
- Charleston County Sheriff’s Office: Marine Patrol Unit Law Enforcement Assistance and Support Agreement
- Charleston County Sheriff’s Office: Mutual Aid Agreement
- Charleston County Emergency Management Division: All-Hazards Plan
- Metro Marine Unit: Mutual Aid Agreement
- Project SEAHAWK: Participating Member
- US Coast Guard: Area Maritime Security Plan
- South Carolina Ports Authority: Law Enforcement Assistance and Support Agreement

PART VIII MARITIME SECURITY MOU, MOA AND/OR MUTUAL AID AGREEMENTS

35 If your agency provides security services to MTSU regulated facilities, identify and describe the type(s) of agreement(s) that requires your agency to directly provide port security services to MTSA regulated facilities.

Our agency does not provide security services.

PART IX INVESTMENT JUSTIFICATION ABSTRACT

35 What will this project investment fund (i.e., vessels, radars, cameras, construction, contracts, fencing, etc.)? Trench Rescue Equipment

37 I summarize the proposed investment justification.

The following must be included:
- Describe how this investment addresses the captain of the PRT’s priorities
- Explain how this investment will achieve a more secure and resident port area
- Identify assets being requested
- Identify similar assets that already exist

The Charleston Fire Department is a primary response asset for ships touching hazardous materials, technical rescue and collapsed structure calls on or around waterways and the Port of Charleston. If incidents are on or near the waterways, then the department’s maritime vessels will be involved as well. The CFD Technical Rescue Team would respond to a bridge collapse, a priority of the captain of the Port. They would be one of the first units on scene and able to start taking action. The CFD Technical Rescue Team is the key provider of personnel to the Regional Collapse Rescue Team in Lowcountry. In the event of a bridge collapse life safety, anyone involved in the event and focused on, but during a catastrophic event such as a bridge collapse there is a likelihood of hazardous materials and at least a parallel collapse of a bridge is anticipated. This resource will continue to be available to the Port and surrounding area for training, exercises, and actual events. Through the active partnership the resources help ensure a secure and safe port.

Having this additional trench rescue equipment will ensure an incident has the ability of being handled on the local level, thus decreasing the on-scene time and dependence of additional outside resources. This equipment will also assist the department and region in being able to sustain efforts for a longer period of time, thus making the resource more resilient.

For this investment justification the Charleston Fire Department is requesting $215,000 to add a trench rescue resource to the department. This trailer contains extra systems and accessories, air lifting bags, heavy duty stretchers and go boxes for easy transport and quick removal of equipment. Mount Pleasant has a small contingent of trench equipment, but the complete system will allow the department to manage a large trench incident or the ability to share up several containers that are no longer stacked.

PART X NATIONAL PRIORITIES

38 Identify one program priority this investment most closely supports (Program Priorities are identified in the NOFO): Program Priority 5

39 Describe how, and the extent this investment justification meets one or more of the national priorities.

The following must be included:
- How this investment addresses vulnerabilities identified within an area maritime security plan, facility security plan, vessel security plan, or other identified plans.

The request for trench rescue equipment for the Charleston Fire Department (CDF) is aligned with the National Priority of Equipment and Capital Projects (K3). The Technical Rescue Team will be better equipped to address a trench collapse or below-grade incident as well as increasing its ability to share up multiple containers that are no longer stacked.
Furthermore, through the joint response network that the department is involved with the Marine Team, US&R Team, and Haz-Mat Team of the CFD aids law enforcement agencies, both local and state assets in the prevention of incidents. The Marine Team provides support by use of its vessel, the Hazardous Materials Team's equipment, and the Technical Rescue Team assists with urban search and rescue (US&R) incidents. The department participates in such activities as Shrimp & Griss and Hammerhead operations. The requested search equipment will assist the department in fulfilling a gap that has been identified.

### PART III: IMPLEMENTATION PLAN

40. PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 20 MILESTONES MAY BE SUBMITTED.

THE FOLLOWING MUST BE INCLUDED:
- MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
- MAJOR TASKS THAT WILL NEED TO OCCUR (E.G., DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)

<table>
<thead>
<tr>
<th>Estimated Percentage for Each Milestone Based on Complexity and Significance (Milestones Must Collectively Equal 100%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milestones</td>
</tr>
<tr>
<td>Create a specification for the equipment listed in the investment justification</td>
</tr>
<tr>
<td>Select bids for the equipment</td>
</tr>
<tr>
<td>Procure the equipment included through approved purchasing procedures</td>
</tr>
<tr>
<td>Review and implement a training program for the new equipment to ensure safe operation</td>
</tr>
<tr>
<td>Receive and place in service the equipment</td>
</tr>
<tr>
<td>Provide end user training on all equipment to ensure personnel are properly trained on specific equipment received</td>
</tr>
<tr>
<td>Develop standard operating procedures for care, use, and maintenance of the equipment</td>
</tr>
<tr>
<td>Perform periodic inspections, training, and maintenance on the equipment</td>
</tr>
<tr>
<td>Conduct training with neighboring agencies</td>
</tr>
</tbody>
</table>

| Total Percentage of Project | 100% |
### PSGP Budget Detail Worksheet

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

<table>
<thead>
<tr>
<th>Name/Position</th>
<th>Description of Project Work Activities</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Name/Position for Management and Administration**

<table>
<thead>
<tr>
<th>Description of Management and Administration Activities</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Personnel**

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

<table>
<thead>
<tr>
<th>Name/Position</th>
<th>Description of Fringe Benefits</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Name/Position for Management and Administration**

<table>
<thead>
<tr>
<th>Description of Fringe Benefits</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Fringe Benefits**

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

<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Location</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Purpose of Travel for Management and Administration**

<table>
<thead>
<tr>
<th>Location</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Travel**
D. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization’s own capitalization policy and threshold amount for classification of equipment may be used).

Identify the Authorized Equipment List number (AEL #) for items requested. Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used. For CBRNE Vessels or Vehicles, list the specific CBRNE equipment that will be installed on the vessel or vehicle, including equipment already owned by the applicant.

<table>
<thead>
<tr>
<th>Equipment (Type and AEL #)</th>
<th>Description and Purpose of Equipment</th>
<th>Computation (Quantity x per unit cost)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trench Rescue Equipment 03SR-02-TLH-1 - Tools, Hand</td>
<td>The Trench Rescue equipment is a kit that is contained in a complete trailer system</td>
<td>One complete unit</td>
<td>$235,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Supplies</th>
<th>Description and Purpose of Supplies</th>
<th>Computation (Quantity x per unit cost)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supplies for Management and Administration</th>
<th>Description and Purpose of Supplies</th>
<th>Computation (Quantity x per unit cost)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Supplies $235,000

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

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

<table>
<thead>
<tr>
<th>Name of Consultant</th>
<th>Description of Services Provided</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Name of Consultant for Management and Administration</th>
<th>Description of Services for Management and Administration</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
</table>

**Subtotal – Consultant Fees**

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Location and/or Purpose</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal – Consultant Expenses**

**Contracts:** Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Any sole source contracts must follow the requirements set forth in applicable state and local laws and regulations, as well as applicable Federal regulations at 2 CFR Part 200.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description of Services Provided</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal – Contracts**

**Total Consultants/Contracts**

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

<table>
<thead>
<tr>
<th>Item for Management and Administration</th>
<th>Description and Purpose</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Other Costs**
H. Indirect Costs. Indirect costs are allowable only as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant Federal agency) must be attached.

<table>
<thead>
<tr>
<th>Cognizant Federal Agency</th>
<th>Description and Purpose</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cognizant Federal Agency for Management and Administration</th>
<th>Description and Purpose</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Federal Amount</th>
<th>Non-Federal Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Personnel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Fringe Benefits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Travel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Equipment</td>
<td>$176,250</td>
<td>$58,750</td>
<td>$235,000</td>
</tr>
<tr>
<td>E. Supplies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Consultants/Contracts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Indirect Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$176,250</td>
<td>$58,750</td>
<td>$235,000</td>
</tr>
</tbody>
</table>
PART I - INVESTMENT DESCRIPTION

1. ORGANIZATION NAME (Legal Name Listed On The SF 424): Charleston Fire Department
2. STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED: South Carolina

A. TYPE OF ORGANIZATION: Local Agency
B. CLASSIFICATION OF ORGANIZATION: City of Charleston
C. NAME OF THE PORT ZONE: Charleston

PART II - BASIC PROJECT INFORMATION

G. PROJECT TITLE: Marine Firefighter Level 1 Training

H. PROJECT DESCRIPTION / SERVICES TO BE RENDERED / EQUIPMENT SUMMARY: Provide 12 sessions of Marine Firefighter Level 1 training course to the department and some of its response partners in order to improve the safety and efficiency of the firefighting capability surrounding the port.

I. HAS THIS PROJECT BEEN FUNDED BY FFGA OR ANOTHER FEDERAL ASSISTANCE PROGRAM IN THE LAST 3 YEARS? No
J. IF SO, WHEN WAS THE LAST TIME IT WAS FUNDED? No
K. PROVIDE JUSTIFICATION THAT SUPPORTS FUNDING THIS PROJECT AGAIN: No

L. PROJECT CATEGORY: Training
M. NEW CAPABILITY OR MAINTENANCE/SUSTAINMENT: Maintenance/Sustainment

15. IF YES, IDENTIFY COST SHARE EXEMPTION: No
16. FEDERAL SHARE: $159,720
17. COST SHARE: $59,900
18. TOTAL PROJECT COST: $219,620

PART III - ELIGIBILITY INFORMATION

19. WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION? Area Maritime Security Plan
20. FACILITY SECURITY PLAN: Yes

21. IS THIS PROJECT FIRMLY DETERMINED TO BE IN THE INTERESTS OF THE GOVERNMENT AND TO BE A FEDERAL AID TO LOCALLY FUNDED PORTS SECURED AGAINST TERRORIST ATTACKS TO COMPLY WITH THE FEDERAL AID TO LOCALLY FUNDED PORTS SECURITY ACT OF 2002, AS AMENDED? Yes

22. IS YOUR ORGANIZATION AN ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE? Yes
23. IS THIS APPLICATION BEING SUBMITTED ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM? No
24. IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION? Yes
25. IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION? Yes

26. IS THE PROJECT SITE NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE: No
27. IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT OF 2002, AS AMENDED? Yes
28. IS YOUR ORGANIZATION THE PRIMARY RESPONDER TO SSA REGULATED FACILITIES? Yes

PART IV - ORGANIZATIONAL INFORMATION

29. SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AGREEMENT: The Honorable John H. Tecklenburg
30. AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT: Deputy Chief Jason Kuenzi

ORGANIZATION: City of Charleston
ADDRESS: 1451 King Street Extension
PHONE: 843-720-3737
EMAIL: tecklenburg@charlestonsc.gov

PART V - POINT(S) OF CONTACT FOR ORGANIZATION

31. PHYSICAL ADDRESS OF THE PROJECT LOCATION: 1451 King Street Extension
32. BRIEF DESCRIPTION OF THE PROJECT LOCATION: This project is providing funding for marine/shipboard firefighting for 200 people.
33. CITY: Charleston
34. STATE: SC
35. ZIP CODE: 29405
36. LATITUDE & LONGITUDE: 32.816516, -79.951294

PART VI - PHYSICAL LOCATION OF PROJECT

37. STATE AND LOCAL AGENCIES ONLY - ROLE IN PROVIDING LAYERED PROTECTION OF SSA REGULATED ENTITIES: No
38. DESCRIBE YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION: The Charleston Fire Department (CFD) provides layered protection for the Port of Charleston (Type II controlled port). The CFD partners with other local, state, and federal agencies to achieve this layered protection. These agencies include, Charleston Police Department, Charleston County, South Carolina Department of Natural Resources, South Carolina Law Enforcement Division, South Carolina Port Authority Police, US Coast Guard, and US Customs & Border Protection in order to contribute to the shared responsibility of enhancing the security of the port.
39. THESE INTER-Agency RELATIONSHIPS AND SHARED RESPONSIBILITIES ARE FORMALIZED THROUGH A SERIES OF AGREEMENTS: The CFD has memorandum of agreements and mutual aid agreements with various agencies within Charleston County. The scope of these agreements includes all municipal jurisdictions within Charleston County, as well as unincorporated areas of the coast. Additionally, the Charleston County Police Department can request additional federal and state assistance. The City of Charleston is a signatory to the All Hazards Plan and Maritime Incident Action Plan. It has also developed its own Comprehensive Emergency Management Plan to address port security and to collaborate with the USCG in emergency management.

40. THE CHARLESTON FIRE DEPARTMENT IS COMMITTED TO ENHANCING PORT SECURITY THROUGH THE COLLABORATIVE EFFORTS OF SUCH AGREEMENTS AS MUTUAL MARINE UNITS WHERE THE CFD Marine Team and Haz-Mat Team work with law enforcement agencies to conduct bomb and radiological sweeps of the area bridges, vessels and facilities as well as conducting maritime safety and security operations (Hammerhead and Shrimp & Gril Operations). The department also has a Type II Collapse Search and Rescue Team that is capable of providing specialty resources to the Charleston area.

PART VII - ALL AGENCIES/ORGANIZATION - IMPORTANT FEATURES

41. THE CHARLESTON FIRE DEPARTMENT (CFD) HAS IDENTIFIED THE NEED FOR MARINE FIREFIGHTING TRAINING FOR ITS MEMBERS. THERE IS A GROWING CONCERN BASED ON RECENT EVENTS IN THE MARITIME INDUSTRY ESPECIALLY THE SOUTHEND OF THE AREAS ABILITY TO SAFELY AND EFFECTIVELY MITIGATE A FIRE ON BOARD A COMMERCIAL VESSEL. THE AREA PARTNERS HAVE COLLECTIVELY AGREED THIS IS A GROWING GAP IN TRAINING THAT NEEDS TO BE ADDRESSED. THROUGH SEVERAL MEETINGS AND EXERCISES THE AREA INCLUDING THE CHARLESTON FIRE DEPARTMENT HAVE Brought TO LIGHT THE GROWING CONCERN AND FORM A PARTNERSHIP FOR THE DEVELOPMENT OF A REGIONAL MARINE FIREFIGHTING TRAINING PROGRAM.
Hazardous areas, locations, and cargo is paramount. The movements by truck occurred at the Port of Charleston in 2020, making it one of the top 10 ports in the United States. The Port of Charleston has been the fastest growing major port in the United States since 2011. By 2019 the Charleston Harbor will be deepened to 52 feet to accommodate the much larger Post-Panamax vessels 24 hours a day without tidal restrictions. Once deepened, Charleston Harbor will be the deepest port on the East Coast. All of the above factors contribute to the Port of Charleston being a prime candidate/target for catastrophic terrorist activities.

The CDF Marine Unit is an active disruptor in the Charleston Naval Base, and believes in the concept of inter-agency cooperation. The Charleston Fire Department supports the MMU by continually placing members in the NASAIA course the MMU uses as accreditation and now has a certified instructor to help train SAR officer unit partners.

A large portion of port property resides in the City of Charleston’s Jurisdictional and waterways. Therefore, the Charleston Fire Department is a primary responding agency for the Port Area. The US Coast Guard does maintain its own Technical Rescue Team, or ‘HARSMAT’ team for the port; therefore, the local resources must be deployed to address the threats. It is more efficient if local resources provide these services at the first line of response as all incidents begin and end local.

The City of Charleston has identified earthquakes and hurricanes as a high priority events in recent hazard vulnerability assessments (HVA), additionally the Arthur Ravenel Jr. Bridge (a.k.a. Cooper River Bridge) is a Federal Critical Infrastructure and Key Resource (CIKR). It is also a part of the Federal Exclusionary Zone at the discretion of the Captain of the Port. Since the Boston Marathon bombings, the Cooper River Bridge requires emergency preparation and preparedness activities prior to the annual event. The Charleston North Charleston M.A.A. received its 2017 Urban Area Security Initiative (UASI) Rich Prida. The results indicated a Higher-thann-average national vulnerability score. As a member of Project SEAPAWK and the Metro Marine Unit, the CFD shares its assets to local, state, and federal partners to address mutual concerns of safety. Because of these identifying factors it is critical that the response agencies tasked with operating at such events have ample resources to operate. An additional vessel in the Harbor and surrounding waterways would be beneficial to the MMU.

CITY OF CHARLESTON MARITIME SECURITY AGREEMENTS

- City of North Charleston: Automatic Aid Agreement
- Charleston County Sheriff’s Office: Mutual Aid Agreement
- Charleston County Sheriff’s Office Marine Patrol Unit: Law Enforcement Assistance and Support Agreement
- Berkeley County Sheriff’s Office: Mutual Aid Agreement
- Charleston County Emergency Management Division: All Hazards Plan
- Metro Marine Unit: Mutual Aid Agreement
- Project SEAPAWK: Participating Member
- US Coast Guard: Area Maritime Security Plan
- South Carolina Ports Authority: Law Enforcement Assistance and Support Agreement

PART VIII: MARITIME SECURITY MOU, MOA, AND OR MUTUAL AID AGREEMENTS

35) IF YOUR AGENCY PROVIDES SECURITY SERVICES TO MTSU REGULATED FACILITIES, IDENTIFY AND DESCRIBE THE TYPE(S) OF AGREEMENT(S) THAT REQUIRE YOUR AGENCY TO DIRECTLY PROVIDE PORT SECURITY SERVICES TO MTSU REGULATED FACILITIES.

Our agency does not provide security services.

PART IX: INVESTMENT JUSTIFICATION ABSTRACT

36) WHAT WILL THIS PROJECT INVESTMENT FUND (I.E., VESSELS, RADAR, CAMERAS, CONSTRUCTION, CONTRACTS, FUNDING, ETC.)?

Marine Firefighter Level I Training

37) SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.

THE FOLLOWING MUST BE INCLUDED:
- DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT’S PRIORITIES
- EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESIDENT PORT AREA
- IDENTIFY ASSETS BEING REQUESTED
- IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST

The Charleston Fire Department is a primary response asset for calls involving fires, hazardous materials, technical rescue and collapsed structure calls on or around waterways and the Port of Charleston. Should an accident occur on a commercial vessel in the harbor or the channel it could create a blockage of the harbor, which is one of the Captain of Port’s priorities. If incidents are on or near the waterways, then the department’s maritime vessels will be involved as well. The CDF would be one of the primary response agencies in the event of a commercial vessel fire at the port, in the harbor, or in the vicinity of Charleston. Based on previous events these incidents require a large number of responders to operate in unfamiliar settings. This resource will continue to be available to the Port and surrounding area for training, exercises, and actual events. Through the active partnership the marine firefighter training helps ensure a secure and safe port in the event of an emergency.

Having better trained firefighters will ensure an incident has the ability to be handled in a safer manner and hopefully in a smaller amount of time. The longer it takes to get trained personnel on board the vessel and begin effective extinguishing methods the larger the incident becomes. If Charleston and its response partners are able to control an incident early on the incident is likely to remain local, thus decreasing the on-scene time and dependence of additional outside resources. This training will also assist the department in being able to sustain efforts for a longer period of time, thus making the resource more resilient.

For this investment justification the Charleston Fire Department is requesting $15,600 to provide 12 sessions of the Marine Firefighter I training course. Several spots in each class will be made available to our neighboring agencies. This is a basic level class that will be taught to all operations members of the department. Following the Marine Firefighter I training the department will work towards providing a higher level of training to a smaller group of responders. In addition to this training the department is also actively participating in training programs through Charleston County to help train leadership personnel to help manage a large incident. Through this class level training the gaps previously identified have been highlighted, thus the need for this initial training for all members.

PART X: NATIONAL PRIORITIES

38) IDENTIFY ONE PROGRAM PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS (Program Priorities are identified in the NOFU): Program Priority 4
39) DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.

THE FOLLOWING MUST BE INCLUDED:

- HOW THIS INVESTMENT ADDRESSSES VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLANS.

The request for Marine Firefighter Level I training for the Charleston Fire Department (CFD) is aligned with the National Priority of Training and Awareness. The department will be able to meet all of its members to the level of Marine Firefighter Level I with the introduction of this course to the department training curriculum. The department is currently seeking to address a commercial vessel fire as a significant gap.

Furthermore, through the joint response network that the department is involved with the Marine Team, U.S. & R Team, and Hot-Mat Team of the CFD aids law enforcement agencies, both local and state assets in the prevention of incidents. The Marine Team provides support by use of its vessel, the Hazardous Materials Team's equipment, and the Technical Rescue Team assists with urban search and rescue (US&R) incidents. The department participates in such activities as shrimp & crab and Hammerhead operations. The department will be participating in a USCG tabletop exercise on May 3rd with a full-scale exercise planned later in the year. The requested Marine Firefighter Level I Training will assist the department in fulfilling a gap that has been identified.

PART III - IMPLEMENTATION PLAN

40) PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.

THE FOLLOWING MUST BE INCLUDED:

- MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
- MAJOR TASKS THAT WILL NEED TO OCCUR (E.G. DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)

<table>
<thead>
<tr>
<th>Milestones</th>
<th>Start Date (mm/yyyy)</th>
<th>Completion Date (mm/yyyy)</th>
<th>Percentage of Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Create a specification for the training listed in the investment justification</td>
<td>Nov-21</td>
<td>Dec-21</td>
<td>10%</td>
</tr>
<tr>
<td>2. Solicit bids for the training</td>
<td>Jan-22</td>
<td>Feb-22</td>
<td>5%</td>
</tr>
<tr>
<td>3. Procure the training through approved purchasing procedures</td>
<td>Feb-22</td>
<td>Apr-22</td>
<td>15%</td>
</tr>
<tr>
<td>4. Schedule the training program and teach the classes</td>
<td>Apr-22</td>
<td>May-22</td>
<td>50%</td>
</tr>
<tr>
<td>5. Develop standard operating procedures for care, use, and maintenance of the equipment</td>
<td>May-22</td>
<td>Jun-23</td>
<td>20%</td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Percentage of Project</td>
<td></td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>
### PSGP Budget Detail Worksheet

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

<table>
<thead>
<tr>
<th>Name/Position</th>
<th>Description of Project Work Activities</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Name/Position for Management and Administration**

<table>
<thead>
<tr>
<th>Description of Management and Administration Activities</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Personnel**

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

<table>
<thead>
<tr>
<th>Name/Position</th>
<th>Description of Fringe Benefits</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Name/Position for Management and Administration**

<table>
<thead>
<tr>
<th>Description of Fringe Benefits</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Fringe Benefits**

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

<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Location</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Purpose of Travel for Management and Administration**

<table>
<thead>
<tr>
<th>Location</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Travel**
D. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization’s own capitalization policy and threshold amount for classification of equipment may be used).

Identify the Authorized Equipment List number (AEL #) for items requested. Expendable items should be included either in the “Supplies” category or in the “Other” category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the “Contractual” category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used. For CBRNE Vessels or Vehicles, list the specific CBRNE equipment that will be installed on the vessel or vehicle, including equipment already owned by the applicant.

<table>
<thead>
<tr>
<th>Equipment (Type and AEL #)</th>
<th>Description and Purpose of Equipment</th>
<th>Computation (Quantity x per unit cost)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Equipment for Management and Administration (Type and AEL #)

<table>
<thead>
<tr>
<th>Description and Purpose for Equipment</th>
<th>Computation (Quantity x per unit cost)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Equipment

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

<table>
<thead>
<tr>
<th>Supplies</th>
<th>Description and Purpose of Supplies</th>
<th>Computation (Quantity x per unit cost)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Supplies for Management and Administration

<table>
<thead>
<tr>
<th>Description and Purpose for Supplies</th>
<th>Computation (Quantity x per unit cost)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Supplies

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

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

<table>
<thead>
<tr>
<th>Name of Consultant</th>
<th>Description of Services Provided</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description of Services for Management and Administration</td>
<td>Computation</td>
<td>Cost</td>
</tr>
<tr>
<td>------</td>
<td>----------------------------------------------------------</td>
<td>--------------</td>
<td>------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item for Management and Administration</td>
<td>Description of Services for Management and Administration</td>
<td>Computation</td>
<td>Cost</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal – Consultant Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description of Services for Management and Administration</td>
<td>Computation</td>
<td>Cost</td>
</tr>
<tr>
<td>------</td>
<td>----------------------------------------------------------</td>
<td>--------------</td>
<td>------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item for Management and Administration</td>
<td>Description of Services for Management and Administration</td>
<td>Computation</td>
<td>Cost</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal – Consultant Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description of Services for Management and Administration</td>
<td>Computation</td>
<td>Cost</td>
</tr>
<tr>
<td>------</td>
<td>----------------------------------------------------------</td>
<td>--------------</td>
<td>------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item for Management and Administration</td>
<td>Description of Services for Management and Administration</td>
<td>Computation</td>
<td>Cost</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal – Contracts</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**G. Other Costs.** List items (e.g., reproduction, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, and provide a monthly rental cost and how many months to rent.
H. Indirect Costs. Indirect costs are allowable only as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(i), recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant’s cognizant Federal agency) must be attached.

<table>
<thead>
<tr>
<th>Cognizant Federal Agency</th>
<th>Description and Purpose</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cognizant Federal Agency for Management and Administration</td>
<td>Description and Purpose</td>
<td>Computation</td>
<td>Cost</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Federal Amount</th>
<th>Non-Federal Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Personnel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Fringe Benefits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Travel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Supplies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Consultants/Contracts</td>
<td>$119,700</td>
<td>$39,900</td>
<td>$159,600</td>
</tr>
<tr>
<td>G. Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Indirect Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$119,700</td>
<td>$39,900</td>
<td>$159,600</td>
</tr>
</tbody>
</table>
TO: John J. Tecklenburg, Mayor
FROM: Geona Shaw Johnson
DEPT. Housing & Community Dev
SUBJECT: CONTRACT WITH NEW ISRAEL REFORMED EPISCOPAL OF CHARLESTON HOLDINGS, INC. TO DEVELOP AFFORDABLE HOUSING AT 191, 193, 195 ROMNEY STREET

REQUEST: Request the Mayor and City Council approve $120,000 additional funding to develop two affordable rental apartments at 191, 193, 195 Romney Street. The development will include two affordable and two market-rate rental homes. The affordable rental homes will be restricted to those earning at or below 60% of the Area Median Income. Council previously approved an allocation of $40,000 in 29th Year HOME Investment Partnerships Program funding to P.A.S.T.O.R.S, inc for this development. The additional $120,000 is necessary for construction of the two affordable apartments and would be funded from prior year-HOME Investment Partnerships Program income funds.

COMMITTEE OF COUNCIL: Ways and Means DATE: May 11, 2021

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

<table>
<thead>
<tr>
<th>Housing &amp; Cmty Dev</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation Counsel</td>
<td>X</td>
<td></td>
<td>Geona Shaw Johnson</td>
<td>X</td>
</tr>
</tbody>
</table>

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

If yes, provide the following: Dept./Div.: HCD Account #: 470200-57120
Balance in Account $40,000 Amount needed for this item $120,000

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

NEED: Identify any critical time constraint(s).

CFO’s Signature: _______________________

FISCAL IMPACT:

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.
**COMMITTEE / COUNCIL AGENDA**

**TO:** John J. Tecklenburg, Mayor  
**FROM:** Geona Shaw Johnson  
**DEPT.:** Housing & Community Dev  
**SUBJECT:** CONTRACT WITH NEW ISRAEL REFORMED EPISCOPAL OF CHARLESTON HOLDINGS, INC. TO DEVELOP AFFORDABLE HOUSING AT 191,193,195 ROMNEY STREET

**REQUEST:** Request the Mayor and City Council approve $120,000 additional funding to develop two affordable rental apartments at 191,193,195 Romney Street. The development will include two affordable and two market-rate rental homes. The affordable rental homes will be restricted to those earning at or below 60% of the Area Median Income. Council previously approved an allocation of $40,000 in 29th Year HOME Investment Partnerships Program funding to P.A.S.T.O.R.S., Inc for this development. The additional $120,000 is necessary for construction of the two affordable apartments and would be funded from prior year HOME Investment Partnerships Program income funds.

**COMMITTEE OF COUNCIL:** Ways and Means  
**DATE:** May 11, 2021

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

<table>
<thead>
<tr>
<th>Housing &amp; Cmty Dev</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation Counsel</td>
<td>X</td>
<td></td>
<td>Geona Shaw Johnson</td>
<td>X</td>
</tr>
</tbody>
</table>

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

If yes, provide the following:

- **Dept./Div.:** HCD  
- **Account #:** 470200-57120

<table>
<thead>
<tr>
<th>Balance in Account</th>
<th>$40,000</th>
<th>Amount needed for this item</th>
<th>$120,000</th>
</tr>
</thead>
</table>

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 10:00 AM THE DAY OF THE CLERK’S AGENDA MEETING.
CONTRACT BETWEEN THE CITY OF CHARLESTON
AND
NIRE OF CHARLESTON HOLDINGS, INC.
FOR
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS

THIS CONTRACT (the "Contract"), entered as of the ____day of April 2021 (the "Effective Date")
by and between the City of Charleston, South Carolina (the "City"), and NIRE OF CHARLESTON
HOLDINGS, INC., a South Carolina nonprofit corporation (a/k/a "Subrecipient").

WHEREAS, the City has applied for and received funds from the United States Government under
Title 11 of the National Affordable Housing Act of 1992; and

WHEREAS, the City wishes to engage Subrecipient in utilizing one hundred sixty thousand dollars
($160,000.00) of 29th Year HOME Investment Partnerships Program, Program Income (the
"Funds");

WHEREAS, the City previously engaged the PASTORS organization in utilizing forty two thousand
seven hundred fifteen ($42,715.00) of 25th Year HOME Investment Partnerships Program (the
"Original Funds") on behalf of New Israel Reformed Episcopal Church;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein
the parties agree as follows:

I. SCOPE OF SERVICE

A. Activities

The Funds shall be used for construction and other direct project expenses related to the
development of two (2) affordable rental apartments (together, the "Units" and each, a "Unit")
located at 191, 193, and 195 Romney Street known as that certain piece, parcel or tract of
land owned by New Israel Reformed Episcopal Church (the "Owner") and located in
Charleston County, Tax Map Numbers 463-15-02-065, 463-15-02-066, 463-15-02-064 (the
"Property"). Subrecipient shall cause P.A.S.T.O.R.S. Inc., a South Carolina nonprofit
corporation, acting as Developer, to construct four (4) total apartments on the Property,
including the Units (which shall be designated for affordable housing as provided herein) and
two (2) market rate apartments (for which the Funds may not be utilized). The two Units shall
provide rental housing for persons earning sixty (60%) percent and below the Area Median
Income (the "Affordability Threshold"). By accepting and expending the Funds,
Subrecipient agrees to be bound by the terms of this Contract and to use the Funds solely
for the purposes and requirements set forth herein, and subject to the requirements, outlined
in the narrative attached hereto and made a part hereof as Addendum "A" (the "Scope of
Services"). The foregoing development of the Units shall occasionally be referred to herein
as the "Project".

B. Performance/Objectives Monitoring

1. The City shall monitor the performance of Subrecipient against goals and performance
   standards required under this Contract. Substandard performance by Subrecipient as
determined by the City, shall constitute a default under this Contract (subject to Subrecipient’s right to cure pursuant to Section VI(H) hereinbelow) and shall entitle the City to any and all remedies available under this Contract, at law or in equity.

2. Subrecipient acknowledges that compliance with its obligations under this Contract shall not automatically entitle Subrecipient to future funding by the City.

3. Subrecipient further acknowledges that the “general objective category” for this Project is “accessibility” and the “general outcome category” is “decent housing” as such terms are defined in the Community Planning Development Outcome Measurement System guidelines promulgated by the U.S. Department of Housing and Urban Development.

C. **Subsequent Changes**

Any changes to the **Scope of Services** set forth as Addendum A shall be done pursuant to Paragraph V-G of this Contract.

D. **Budget**

The program budget (the “**Budget**”) attached hereto as Addendum B is hereby made a part of this Contract and is incorporated herein by reference.

II. **TIME OF PERFORMANCE**

Construction of the Project and related activities shall commence on the Effective Date and shall end on the date that is one (1) year thereafter (the “**Construction Period**”). Notwithstanding completion of the Project, this Contract shall continue in full force and effect until the later of (a) the expiration of the Affordability Period or (b) the time when the Subrecipient is no longer in control of HOME funds or other assets including Program Income (hereafter defined). The City shall be entitled to review the performance of Subrecipient to determine whether Subrecipient is carrying out its HOME assisted activity in a timely manner prior to any additional awards being granted. Sixty (60) days prior to program year-end, the City shall conduct an assessment to determine the amount of funds remaining in Subrecipient’s control. In the event Subrecipient fails to complete the Project on or before the expiration of the Construction Period in accordance herewith, and should Subrecipient demonstrate to the City’s reasonable satisfaction that such failure to timely complete has resulted from factors beyond Subrecipient’s reasonable control, the City shall provide Subrecipient the opportunity to prepare and implement a workout plan, as approved by the City. Should Subrecipient fail to fulfill its obligations as herein set forth, the City reserves the right, in addition to any other remedy available at law or in equity, to declare Subrecipient in default under this Contract, terminate Subrecipient’s access to the Funds or terminate the Contract in its entirety, at no cost to the City.

III. **PAYMENT**

A. It is expressly agreed and understood that the total amount to be paid by the City under this Contract shall not exceed the amount of the Funds. The Parties hereto
acknowledge that the City previously paid the Original Funds.

B. The Funds shall only be used and applied as expressly authorized in accordance with this Contract and shall not be used for direct or indirect payment of administrative costs incurred by Subrecipient as outlined in this Contract.

IV. NOTICES

Communication and details concerning this Contract shall be directed to the following contract representatives:

City

Ms. Geona Shaw Johnson, Director
Department of Housing and Community Development
75 Calhoun Street, Suite 3200
Charleston, South Carolina 29401
(843) 724.3766; Fax: 965-4180

City of Charleston Legal Department
Post Office Box 652
Charleston, South Carolina 29402
843.724.3730

Mayor John J. Tecklenburg
Post Office Box 625
Charleston, SC 29401
843.577.9560

NIRE of Charleston Holdings, Inc.
FA Johnson, Director of Development
1520 Senate Street, Suite 177
Columbia, SC 29201
803-665-5562; Fax:
FAJohnson@FAJohnsonDevelopmentGroup.com

V. SPECIAL CONDITIONS

1. Property Standards

Housing units that are constructed with the assistance of HOME funds, at a minimum, shall meet the Housing Quality Standards contained within 882.109 of the HOME regulations and must comply with and adhere to local building codes administered by the City.

2. Qualification as Affordable Housing and Income Targeting

Simultaneously with the execution of the Note and Mortgage, the Subrecipient shall record those certain restrictive covenants attached hereeto and incorporated herein by reference (the "Restrictive Covenants"), which shall ensure the Units remain affordable for a period of thirty (30) years.
3. Administration of Program

Subrecipient has developed and operates a program for the construction of houses to be occupied by low and moderate renters meeting the Affordability Threshold. The program shall comply with the requirements set forth in this Contract.

4. Affordability of Housing

The Units constructed by the Subrecipient shall meet the requirements set forth in Section 92.254 of the OMB Regulations.

The Units and any portion thereof may only be leased, sold, conveyed, or otherwise transferred as provided herein.

VI. GENERAL CONDITIONS

A. General Compliance

Subrecipient shall comply with all applicable federal, state and local laws and regulations governing the Funds.

B. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner to create or establish the relationship of employer/employee or joint ventures between the parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as Subrecipient is a non-profit organization chartered under the State of S.C.

C. Indemnification and Hold Harmless

Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Subrecipient's performance of the services or subject matter called for in this Contract.

D. Worker's Compensation

Subrecipient shall provide Worker's Compensation Insurance coverage for all employees involved in the performance of this Contract.

E. Insurance and Bonding

Subrecipient shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110, Bonding and Insurance.
F. **Grantor Recognition**

Subrecipient shall ensure recognition of the role of the City as the grantor agency in providing services in accordance with this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available in accordance with this Contract.

G. **Transparency Act Requirements**

Subrecipient shall ensure that the City is provided information to report data required by the Federal Funding Accountability and Transparency Act (FFATA) and subsequent OMB guidance. Effective October 1, 2010, FFATA requires federal awards granted to an organization in an amount of $25,000 or more to report specific information related to the organization receiving the funds. The information includes the following:

1. Subrecipient Entity Information (FAIN)
2. Principal Place of Performance
3. Executive Compensation Data if applicable
4. DUNS Number and/or Parent DUNS number.
5. CFDA
6. Project Description
7. Total Funding Amount
8. Contract Execution Date
9. Reporting Month

H. **Amendments**

This Contract may not be amended or modified except in a writing signed by each of the parties hereto.

The City, may, at its discretion, amend this Contract to conform with Federal, State and/or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Contract, such modifications shall be incorporated only by written agreement signed by both the City and Subrecipient.

I. **Suspension or Termination**

Except as provided in Section 85.44 of 24 CFR Subtitle A, this Contract may be suspended or terminated in whole or in part only as follows:

In addition to any other remedy available under this Contract, at law or in equity, the City may suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, the Restrictive Covenants, or with any of the rules, regulations or provisions referred to herein. If the City determines that the Subrecipient is in noncompliance, it shall notify Subrecipient in writing of noncompliance. Thereafter, if the Subrecipient fails to correct noncompliance within thirty (30) days, then the Subrecipient
shall, at the option of the City, be declared in default and the City may declare the Subrecipient ineligible for any further participation in City contracts, and shall be entitled to seek any other remedies available under this Contract, at law or in equity.

J. Covenants.

Anything contained herein notwithstanding, the Property, the Project, or any Unit or other portion thereof shall not be sold, conveyed, or transferred by the Owner in violation of the Covenants as hereinafter described, and any such deed or other instrument of transfer shall be subject to the Restrictive Covenants.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Financial Management Standards

Subrecipient shall comply with all financial management standards outlined in and incorporated as part of this Contract.

2. Accounting Standards

Subrecipient shall comply with Attachments A through O of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

3. Cost Principles

Subrecipient shall administer its program in accordance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or A-21 "Cost Principles for Educational Institutions", whichever is applicable; and if Subrecipient is a governmental or quasi-governmental agency, Subrecipient shall comply with the applicable sections of 24 CFR Part 86 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" for all costs incurred whether charged on a direct or indirect basis.

4. Program Income

As used herein, "Program Income" means gross income earned by Subrecipient from activities directly supported by the Funds. Such earnings include interest earned on advances. Such earnings may also include, but shall not be limited to, income from service fees. Subrecipient shall retain Program Income to carry out the Project or other projects for which use of the Program Income is authorized by the City in writing. Funds from the sale of real or personal property either provided by the City or purchased in whole or in part with funds made available under this Contract shall also be used for the programs described herein.
B. Documentation and Record-Keeping

1. Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 92.508 and that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

a. Records providing a full description of the Project and
b. Records demonstrating that Project meets all income requirements, affordability requirements and property standards;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance (including the Funds);
e. Records documenting compliance with the fair housing and equal opportunity components of the HOME Program;
f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention of Records

Subrecipient shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the expiration or termination of this Contract, after the resolution of all Federal audit findings, or five (5) years after the final disposition of such Property, whichever occurs later.

3. Client Data

Subrecipient and the Owner shall maintain sufficient data to demonstrate each tenant's eligibility for the program. Such data may include, but not be limited to, client name, address, family size, income level or other basis for determining eligibility and description of services provided. Such information shall be made available to City and HUD staff or their designees for review upon request. Such records shall be kept for the Affordability Period applicable to the Project.

4. Property Records

Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities under this Contract, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after the final disposition of such Property. Records for any displaced person must be kept for five (5) years after he/she has received final payment as specified in 24 CFR Part 92.353 (f).
5. **Close-Outs**

Subrecipient’s obligations to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.

Upon its expiration or dissolution, Subrecipient shall transfer to the City any funds on hand which have been provided under this Contract and any accounts receivable attributable to the use of such funds. Any real property or equipment under Subrecipient’s control that was acquired or improved in whole or in part with HOME funds must be returned to the City and disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property, including the Property, less any portion thereof attributable to the expenditures of non-HOME funds for acquisition of, or improvement to, the Property.

6. **Audits and Inspections**
   
a. All Subrecipient records with respect to any matters covered by this Contract shall be made available to the City, the Federal Government, or their designees, at any time during normal business hours, as often as the City or the Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

b. Any deficiencies noted in audit reports must be addressed by Subrecipient within 30 days after receipt of written notice of such deficiencies by Subrecipient and cleared by Subrecipient within six months. Failure of Subrecipient to comply with the above audit requirements shall constitute a violation of this Contract and may result in the withholding of payments to Subrecipient.

7. **Progress Reports**

Subrecipient shall submit regular Progress Reports to the City on a quarterly basis in the form and content required by the City. In addition to any other remedy available under this Contract, at law or in equity, funds may be withheld until such documentation is submitted.

8. **Fraud Policy**

In order to protect the Funds, granted to the City and utilized by the Subrecipient in performance of services covered by this Contract, Subrecipient shall have a fraud policy in effect during the term of this Contract. The fraud policy shall establish procedures for the detection and prevention of fraud, misappropriation, negligent conduct that results in loss, and other inappropriate conduct involving the Funds and services covered by this Contract. A copy of the policy shall be provided to the City upon request.
C. Financial Reporting and Payment Procedures

1. **Budgets**

Subrecipient shall submit a detailed budget within five days of the Effective Date in a form and content prescribed by the City’s Finance Department for approval by the City. The City and Subrecipient may agree to revise the budget form from time to time in accordance with existing city policies.

2. **INTENTIONALLY OMITTED**

3. **Payment Procedures**

The City shall reimburse or make available to Subrecipient monies available from the Funds under this Contract based upon invoices and documentation submitted by Subrecipient and consistent with any approved budget, cost allocation plan and City policy concerning payments. Payments shall be made for eligible expenses actually incurred by Subrecipient and not to exceed actual cash requirements. The City reserves the right to liquidate funds available under this Contract for costs incurred by the City on behalf of Subrecipient.

4. **Audit of Records**

Subrecipient shall on an annual basis have a fiscal and programmatic audit performed by qualified auditors who are licensed Certified Public Accountants to verify program efficiency and effectiveness. Audits shall be conducted in accordance with OMB Circular A-133. Subrecipient further agrees to make available all records, audits and reports relative to the fiscal and programmatic aspects of its program upon request by the City.

D. Procurement

1. **Compliance**

Subrecipient shall comply with OMB Circular A-110 and any current city policy regarding the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Contract.

2. **OMB Standards**

Subrecipient shall procure materials in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards, covering utilization and disposal of property.
3. **Relocation, Acquisition and Displacement**

Subrecipient shall comply with 24 CFR 92.353 relating to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing the Funds. Subrecipient also agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Subrecipient agrees further to comply with applicable City ordinances, resolutions and policies concerning displacement of individuals from their residences.

VII. **PERSONNEL AND PARTICIPANT CONDITIONS**

A. **Civil Rights**

1. **Compliance**

Subrecipient shall comply with Title I of the Civil Rights Act of 1964, as amended, Title VII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

2. **Nondiscrimination**

Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. **Land Covenants**

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part 1. In regard to the sale of land acquired, cleared or improved with assistance provided under this Contract, Subrecipient shall cause or require such sale to be made subject to the Restrictive Covenants. Subrecipient and New Israel Reformed Episcopal Church in undertaking their obligations to carry out the program assisted hereunder, agree to take such measures as are necessary to enforce such Restrictive Covenants, and shall not themselves discriminate.

4. **Section 504**
Subrecipient shall comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

B. Affirmative Action

1. Approved Plan

Subrecipient shall carry out, pursuant to the City's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The City shall provide Equal Employment Opportunity Program guidelines to Subrecipient to assist in the formulation of such a program.

2. Women/Minority Owned Businesses

Subrecipient shall use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority and female owned enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. Subrecipient may rely on written representations regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its subcontractors to furnish any and all information and reports required hereunder and shall permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity

a. Subrecipient certifies that no Federal appropriated funds have been paid or shall be paid, by or on behalf, of any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an
officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

b. Subrecipient certifies that if any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal Contract, grant, loan or cooperative agreement, it shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. Subrecipient certifies that the language of paragraphs (a) and (b) above shall be included in documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, loans and cooperative agreements) and that all lobbying as described in paragraphs (a) and (b) above shall be disclosed accordingly.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Labor Standards

Subrecipient shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those laws and regulations apply to the performance of this Contract. Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City and HUD officials upon request.

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than twelve (12) households, all contractors engaged under contracts in excess of $2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements pertaining to such contracts of the Department of Labor, under 29 CFR, Parts 1, 3, 5 and 7 governing the payment of wages and ration of apprentices and trainees of journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the
higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of $2,000.

4. **"Section 3" Clause**

   a. **Compliance**

   Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Contract, shall be a condition of the federal funding assistance provided under this Contract and binding upon Subrecipient any contractors or subcontractors for work in connection with this Contract. Further, Subrecipient agrees to incorporate the following language in all contracts and subcontracts executed for work under this Contract:

   "The work to be performed under this Contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project." Subrecipient agrees that no contractual or other disability exists which would prevent compliance with these requirements.

5. **Debarred, Suspended or Ineligible Contractors**

   Financial assistance provided under this Contract shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor of Subrecipient during any period of debarment, suspension or placement of ineligibility status under the provisions of 24 CFR 92.357.

D. **Conduct**

1. **Assignability**

   Subrecipient shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto.

2. **Conflict of Interest**

   Subrecipient shall abide by the provisions of 24 CFR 92.356 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with performance of services required under this Contract. Subrecipient
further covenants that in the performance of this Contract, no person having a financial interest shall be employed or retained by Subrecipient hereunder. These conflict of interest provisions also apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the City or of any designated public agencies or Subrecipient which are receiving funds under the HOME Program.

3. **Religious Organizations**

Subrecipient agrees that the Funds provided under this Contract shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations found in 24 CFR 92.257.

4. **Subcontracts**

a. **Selection Process**

Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be made available upon request by the City along with documentation concerning the selection process.

b. **Content**

Subrecipient shall cause all of the provisions of this Contract to be included in and made a part of any subcontract executed in performance of this Contract.

c. **Monitoring**

Subrecipient shall monitor all subcontracted services on a regular basis to ensure compliance with this Contract. Results of monitoring efforts shall be summarized in written reports and supported by documentation of follow-up actions taken to correct areas of non-compliance. Copies of these reports shall be submitted to the City.

VIII. **ENVIRONMENTAL CONDITIONS**

A. **Air and Water**

Subrecipient shall comply with the requirements of the following regulations insofar as they apply to the performance of this Contract:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 306, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- National Environmental Policy Act of 1969
- HUD Environmental Review Procedures (24 CFR, Part 58)

B. Flood Disaster Protection

Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 2234) in regard to the sale of land acquired, cleared or improved under the terms of this Contract, as it may apply to the provisions of this Contract. In addition, all properties assisted with Federal funds under this Contract are required to have flood insurance on the property.

C. Lead-Based Paint

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 92.355 and 24 CFR Part 35, and in particular Subpart B thereof. Such regulations pertain to all HUD assisted housing and require that all owners, prospective owners of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

D. Hazardous Materials

Subrecipient covenants that it shall not permit any Hazardous Materials to be brought onto the Property. In the event the presence of Hazardous Materials is discovered on the Property, such Hazardous Materials shall be immediately removed, with proper disposal, and all required environmental cleanup procedures shall be diligently undertaken pursuant to all such laws, ordinances and regulations. Subrecipient shall notify the City of any enforcement, clean-up, remediation or other actions regarding the Property and any claims made or threatened by third parties against Subrecipient relating to losses or injuries resulting from the Hazardous Materials. Subrecipient shall provide to the City, in form and substance satisfactory to the City, copies of all documentation and data relating to or dealing with any Hazardous Materials used, stored or released in or on the Property and the easements or rights of access to the Property for the purposes of conducting environmental investigations and audits deemed necessary or desirable by the City.

Subrecipient agrees that Subrecipient shall reimburse the City for and hold the City harmless from all fines or penalties made or levied against the City by any Governmental Authorities or other agency or authority as a result of or in connection with (i) the use of the Property, (ii) the use of facilities thereon (iii) the use, generation, storage, transportation, discharge, release or handling of any Hazardous Materials, or any other material, the use, generation, storage, transportation, discharge, release or handling of which is regulated by any federal, state or local statute, law, rule,
regulation, ordinance or order at any time, or (iv) any release of any nature onto the ground or into the water or air from or upon the Property at any time. Subrecipient also agrees that Subrecipient shall reimburse the City for and indemnify and hold the City harmless from any and all costs and expenses (including reasonable attorneys' fees) and for all civil judgments or penalties incurred, entered, assessed, or levied against the City as a result of Subrecipient's use of the Property. Such reimbursement or indemnification shall include, but not be limited to, any and all judgments or penalties to recover the cost of cleanup of any such release by Subrecipient from or upon the Property and all expenses incurred by the City as a result of such civil actions, including, but not limited to, reasonable attorneys' fees and expenses. In addition, Subrecipient hereby agrees to indemnify, defend and hold the City and its successors and assigns harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs or other expenses (including attorneys' fees and court costs) arising from or in any way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or property damage due to a release or alleged release of Hazardous Materials in the surface or ground water arising from Subrecipient's business operations, or gaseous emissions arising from Subrecipient's business operations or any other condition existing or arising from Subrecipient's business operations resulting from the use or existence of Hazardous Materials, whether such claim proves to be true or false. Subrecipient further agrees that its indemnity obligations include, but are not limited to, liability for damages resulting from the personal injury or death of an employee of Subrecipient regardless of whether Subrecipient has paid the employee under the workers' compensation laws of any state or other similar federal or state legislation for the protection of employees. The term "property damage", as used in this paragraph includes, but is not limited to, damage to any real or personal property of Subrecipient, the City and any third parties. Subrecipient's obligations hereunder shall survive the repayment of the Loan and any foreclosure of the Mortgage or other collateral securing the Loan or any deed in lieu of foreclosure. As used herein, "Hazardous Materials" includes all materials defined as hazardous wastes or substances under any local, state or federal environmental laws, rules or regulations, and petroleum, petroleum products, oil and asbestos.

IX. SEVERABILITY OF PROVISIONS

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws.

X. FEDERAL COMPLIANCE

Notwithstanding any provision hereof, Subrecipient acknowledges that the funding to be received under this Contract is federal funding and Subrecipient agrees to abide by such rules and regulations promulgated by the United States Department of Housing and Urban Development as now and may hereafter be promulgated concerning the receipt or expenditure of such funds.
XI. INTEGRATION OF LAWS, RULES AND REGULATIONS

All Local, State and Federal laws, rules, and regulations, including, without limitation, those specifically referenced herein (collectively, the "Applicable Regulations"), applicable to Subrecipient, the Fund or the Property are incorporated herein by reference and made a part hereof. Subrecipient shall comply with all Applicable Regulations, and failure to so comply shall be an event of default under this Contract.

XII. EXHIBITS

Simultaneously with the execution hereof, Subrecipient and Owner, as applicable, shall execute and deliver to the City that certain Home Program Promissory Note attached hereto as Addendum C (the "Note") and that certain Home Program Mortgage attached hereto as Addendum D (the "Mortgage").

XIII. APPLICABLE LAW

This Agreement shall be governed in all respects by the laws of the State of South Carolina. By executing this Agreement, Subrecipient shall submit itself to the jurisdiction of the state court of the State of South Carolina, County of Charleston, for all matters arising or to arise hereunder, including but not limited to performance of said Agreement and the payment of all licenses and taxes of whatever kind or nature applicable thereto.
IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

WITNESSES:

The City of Charleston

By:  John J. Tecklenburg
     Its:  Mayor

NIRE OF CHARLESTON HOLDINGS, INC.

By:  Seaward Middleton
     Its:  Senior Warden
Subrecipient shall utilize the Funds solely for construction expenses related to the development of two (2) Units located at the Property:

A. Subrecipient shall use the funds solely for the development of the two (2) Units and for no other purposes. The two Units shall provide rental housing for persons earning sixty (60%) percent and below the Area Median Income. In no event may Funds be utilized in the development of any market rate apartments located on the Property or otherwise constructed as a part of the Project.

B. Subrecipient shall execute or cause to be executed at closing, a Note and a Mortgage in favor of the City from Owner for the Funds which are being provided for the construction of the Project. The Note and Mortgage are identified as Addenda C and D.

C. Subrecipient shall adhere to the Restrictive Covenants attached hereto and incorporated herein by reference as Exhibit B.

D. Subrecipient shall, at its sole cost and expense, and prior to the Funds being made available, conduct an environmental assessment to ensure compliance with HUD regulations and requirements.

E. Subrecipient shall ensure that proper construction inspections are secured to ensure the Project comes to fruition.

F. Subrecipient shall leverage additional funding to ensure ongoing sustainability of the Project and the organization.
## ADDENDUM B

City of Charleston  
Budget Summary for the Program Period of  
June 1, 2020 to May 31, 2021  

NIRE OF CHARLESTON HOLDINGS, INC.  
Budget Summary

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Charleston HOME funds (29th Year)</td>
<td>$160,000</td>
</tr>
<tr>
<td>City of Charleston HOME funds (25th Year)</td>
<td>$42,715 (Original Funds previously awarded &amp; spent)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 202,715</strong></td>
</tr>
</tbody>
</table>
ADDENDUM C

HOME PROGRAM PROMISSORY NOTE

WHEREAS, the undersigned has entered into that certain CONTRACT BETWEEN THE CITY OF CHARLESTON, South Carolina ("City") AND NIRE OF CHARLESTON HOLDINGS, INC., a South Carolina nonprofit corporation, for HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS of even date herewith (the "Contract"), the terms of which are incorporated herein by reference.

FOR VALUE RECEIVED, BORROWER promises to pay to the order of the City of Charleston, City Hall, P.O. Box 304, Charleston, South Carolina 29402 (hereinafter referred to as the "City") on the day which is Thirty (30) years plus one day after the execution of this Note, if not sooner paid, the principal sum of one hundred sixty thousand ($160,000) no/100 dollars plus an indexed interest rate equivalent to the prime rate, as defined in the print edition of the Wall Street Journal as of the date of prepayment or default hereunder. Said rate shall be calculated on an annual basis (the "Interest Rate") and said Interest Rate may be waived or reduced by and under the sole discretion of the City. This Note evidences a loan by the City to the BORROWER for the exclusive purpose of constructing residential property for rental purposes on that certain piece, parcel and tract of land located at 191, 193, and 195 Romney Street in the City of Charleston, and bearing Charleston County Tax Map Number's 463-15-02-065, 463-15-02-066, 463-15-02-064 (the "Property") for the development, in accordance with the Contract by BORROWER subject to the terms and conditions of the Contract (the "Project").

This Note is secured by a Mortgage on the above-referenced Property of even date herewith in favor of the City.

So long as the Borrowers comply with the terms and conditions of the Contract, this Note, and any Mortgage securing same, no interest shall be charged on the unpaid principal balance, and at the expiration of Thirty (30) years from the date of this Note, any then-outstanding balance...
shall be forgiven in full, provided, however that any amounts hereafter advanced or expended by the LENDER to protect its security as provided herein or in the Mortgage securing this Note, and the interest thereon, shall not be forgiven or reduced and shall be due and payable from the time they are advanced or expended; and provided further that in the event the BORROWER default in any terms or conditions of the Note or Mortgage securing same, then the unpaid and remaining balance shall immediately become due and payable along with interest computed at the Note rate from the date of the event constituting breach or default, with interest to continue at such rate until such time as the entire indebtedness evidenced by this Note is fully paid.

The deferred payment loan evidenced by this Note may only be assigned and/or assumed with written consent of the City.

If default be made in the performance of or compliance with any of the covenants and conditions of the Contract, the Mortgage or any other instrument securing this Note, then in any of said events, said principal sum with all accrued interest thereon shall become at once due and payable at the option of the holder thereof and be collectible without further notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Any forbearance by the City with respect to any of the terms and conditions of this Note in no way constitutes a waiver of any of the City’s rights or privileges granted hereunder. Any written notice or payment of one party to the other shall be addressed to the parties as follows:

The CITY-
City of Charleston
City Hall
P.O. Box 304
Charleston, SC 29402
Attn: Director, Dept. of Housing & Community Development

The BORROWER-
NIRE of Charleston Holdings, Inc.
Attn: Director of Development
69 Simmons Street
Charleston, SC 29403
New Israel Reformed Episcopal Church
69 Simons St.
Charleston, SC 29403
Attn: Pastor

The BORROWER shall notify the City of any change in the BORROWER'S address.
If this Note be placed in the hands of an attorney for collection after the same shall for any reason
become due, or if collected by legal proceedings or through the probate or bankruptcy courts, or
under foreclosure proceedings under the Mortgage securing this Note, then all cost of collection,
including reasonable attorney's fees of not less than ten (10%) percent of the full amount due
hereon, shall be added hereto and secured and collectible as the principal hereof.

The undersigned expressly agrees jointly and severally to remain and continue bound for
payment of the principal and interest provided for by the terms of this Note notwithstanding any
extensions of the time, or for the payment of said principal or interest, or any change or changes
in the amount or amounts agreed to be paid by virtue of the obligation to pay provided for in this
Note, or any change or changes by way of release or surrender of any collateral held as security
for this Note, and waive all and ever kind of notice of such extensions, change or changes and
agree that the same may be made without the joinder of the undersigned. Presentment,
protests, and notice are hereby waived.

It is expressly agreed and declared that this Note is given for an actual loan of one hundred
sixty thousand dollars ($160,000.00).

This Note is secured by a Mortgage of even date encumbering the Property located in the
City of Charleston, County of Charleston, State of South Carolina.
IN WITNESS THEREOF, the undersigned has executed this Note on this _____ day of ______________, 2021.

SIGN, SEALED AND DELIVERED IN THE PRESENCE OF:

__________________________
Witness

__________________________
Witness

__________________________
Witness

__________________________
Chairman of the Board

__________________________
New Israel Reformed Episcopal Church

__________________________
Pastor

__________________________
NIRE of Charleston Holdings, Inc.
ADDENDUM D

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

) HOME PROGRAM MORTGAGE

THIS HOME PROGRAM MORTGAGE (herein the "Mortgage") is made this __ day of
________, 2021 between New Israel Reformed Episcopal Church whose address is 69 Simons St,
Charleston, SC 29403 a South Carolina non-profit Corporation (herein the "Mortgagor") and the
City of Charleston, whose address is City Hall, P. O. Box 304, Charleston, South Carolina 29402
(herein the "Lender").

TO SECURE to the Lender the repayment of the indebtedness evidenced by the Home
Program Promissory Note of even date herewith (herein the "Note"), a copy of which is attached
hereeto as Addendum C and the terms of which are incorporated by reference herein, in the original
principal sum of one hundred sixty thousand, ($160,000.00), with interest thereon, the payment
of all other sums, with interest thereon, advanced in accordance herewith to protect the security
of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein
contained, Mortgagor by these presents does grant, bargain, sell and release unto the Lender, its
successors and Assigns, the following real property located in the City of Charleston, Charleston
County, State of South Carolina, described in Exhibit "A", attached hereto and incorporated by
reference herein subject to the remaining terms hereof (herein the "Property") which has the
address of 191, 193, and 195 Romney Street, Charleston, South Carolina (herein the "Property
Address").

TOGETHER with all and singular the rights, members, hereditaments and appurtenances
to the said premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD all and singular the Property unto the said Lender, its
successors and assigns, forever, together with all the improvements now or hereafter erected on
the Property, and all easement, rights, appurtenances, rents as provided herein at the sole
election of the Lender, royalties, minerals, oil and gas rights and profits, water, water rights, water
stock, and all fixtures now or hereafter attached to the Property, all of which, including
replacements and additions hereto, shall be deemed to be and remain a part of the Property
cumbered by this Mortgage; and all of the foregoing are herein referred to as the "Property".

The Mortgagor covenants that the Mortgagor is lawfully seized of the estate hereby
conveyed and has the right to mortgage, grant and convey the Property, that the Property is
unencumbered, and that the Mortgagor shall warrant and defend generally the title to the Property
against all claims and demands, subject to any declarations, easements or restrictions listed in a
schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the
Property.

The Mortgagor and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** The Mortgagor and Lender acknowledge and agree
   that this Mortgage is security for the obligation of the Mortgagor, New Israel Reformed Episcopal
   Church, to pay when due the principal and interest on the indebtedness evidenced by the Note,
   and the principal and interest on any other sums secured by this Mortgage.

2. **Upkeep of Property.** The Mortgagor shall keep the dwelling when constructed at the
   Property in good condition and repair, fully habitable and shall not remove or demolish any
dwelling unit thereon. The Mortgagor shall complete or restore promptly and in good and
workmanlike manner any dwelling unit which may be constructed, damaged or destroyed on the
Property and to pay when due all claims for labor performed and materials furnished to the
Property. The Mortgagor shall comply with all laws affecting Property or requiring any alterations
or improvements to be made thereon. The Mortgagor shall not commit or permit waste thereof
or permit any act thereon in violation of law.

3. **Insurance, etc.** The Mortgagor shall provide, maintain and deliver to the
Lender evidence of fire and extended coverage insurance satisfactory to and with loss payable to
the Lender in the order and amount of the balance outstanding on the Note and other amounts
hereby secured and in default thereof in addition to its other remedies provided herein, the Lender
may procure such insurance and reimburse itself under this Mortgage for the expense thereof,
with interest thereon at the Note rate from the date of its payments. And it is further agreed, in
the event of other insurance and contribution between the insurers, that subject to the terms of
any prior mortgage encumbering the PROPERTY, the Lender shall be entitled to receive from the
aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by
this Mortgage. Subject to the terms of any prior mortgage encumbering the Property, the
Mortgagor shall assign to the Lender any award of damages, or portion thereof, in connection
with any condemnation for public use of or injury to the Property in the same manner and with the
same effect as provided for payment of proceeds of fire or other insurance.

4. Taxes, etc. The Mortgagor shall pay all taxes, assessments, utilities and other
expenses of the Property when due and without delinquency and shall not permit any liens to be
imposed on the Property by reason of any delinquency and in default thereof the Lender may in
addition to its other remedies provided herein, cause same to be paid together with all penalties
and costs incurred thereon, and reimburse itself under this Mortgage for sums so paid, with
interest thereon at the note rate from the dates of such payments.

5. Change in Form of Ownership. The Mortgagor shall not convert the dwelling units
on the Property to condominium ownership or any form of cooperative ownership wherein sales
prices are not affordable to low-or very low-income households (as these terms "affordable" and
"low-or very low-income households" may be defined by the Lender or HUD).

6. INTENTIONALLY OMITTED

7. Occupancy Control; Compliance with Contract. The Mortgagor hereby covenants
and agrees that it shall construct four (4) rental dwellings, two (2) of which shall be reserved for
persons earning sixty (60%) and below the Area Median Income. The Mortgagor further agrees that this provision, as well as all other covenants of Lender contained in this Mortgage shall be a covenant running with the land and shall be binding upon the title to the Property for the duration of this Mortgage.

8. **Affirmative Marketing Policy.** Attached as Exhibit C.

9. **Superior liens; Subordination.** Mortgagor covenants and agrees that this Mortgage shall be a lien on the Property. Any subordination of this Mortgage to any additional mortgage or encumbrance of the Mortgagor shall be only upon the written consent of the Lender, which consent may be granted or withheld by Lender in its sole and absolute discretion.

10. **Layering.** The parties acknowledge that there is a prohibition under the HOME Program Regulations of the use of HOME funds with other federal funds in a manner that would result in excessive subsidy to the Property and the Lender has the right to review all funding for the Property to ensure that impermissible layering is not in effect. If the Lender determines that excessive, impermissible, layering is in effect, the Mortgagor agrees to the repayment of such of the HOME Program funds to bring the ratio in conformity with the HOME Program Regulations to eliminate excessive impermissible layering.

11. **Mortgagor Not Released.** Extension of the time for payment of modification or amortization of the sums secured by this Mortgage granted by the Lender to Mortgagor or any successor in interest of the Mortgagor shall not operate to release, in any manner, the obligations of the original Mortgagor and Mortgagor’s successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor’s successors in interest.

12. **Forbearance by Lender Not a Waiver.** Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be a waiver of
or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Lender shall not be a waiver of the Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

13. **Lender as Attorney in Fact.** Subject to the terms of any prior mortgage encumbering the Property, the Mortgagor hereby appoints the Lender a true and lawful attorney in fact to manage said Property, giving and granting unto the Lender and unto its agents or attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, provided, however, that this power of attorney shall not be construed as an obligation upon the said Lender to make or cause to be made, any repairs to the Property that may be necessary. This power of attorney shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney.

14. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. **Assignment; assumption.** The Note secured by this Mortgage may not be assumed without the express written consent of the Lender. If all or any part of the Property is sold or transferred by the Mortgagor without the Lender's prior written consent, the Lender may, at the Lender's option, declare, all the sums secured by the Mortgage to be immediately due and payable. The Lender may waive this provision by documenting in writing agreed to between the Lender, Mortgagor and transferee.

16. **Successors and Assigns Bound.** The covenants and agreements herein contained shall bind, and the rights thereunder shall inure to the respective successors and assigns of the Lender and the Mortgagor, if any.

17. **Joint and Several Liability.** All covenants and agreements of the Mortgagor shall be
joint and several.

18. **Captions.** The captions and headings of the paragraphs of this Mortgage are for convenience only and are not be used to interpret or define the provisions hereof.

19. **Notice.** Any notice of one party to the other shall be in writing to the parties as follows:

As to Lender:

City of Charleston
Attn: Community Development Director
City Hall
P.O. Box 304
Charleston, SC 29402

As to Mortgagor:

New Israel Reformed Episcopal Church
Attn: Pastor or Chairman of the Board of Trustees
69 Simons St, Charleston, SC 29403 a South Carolina

The Mortgagor shall notify the Lender of any change in the Mortgagor's address.

20. **Governing Law and Severability.** This Mortgage shall be governed by the laws of the State of South Carolina. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision and to this end, the provision of the Mortgage and the Note are declared to be severable.

21. **Mortgagor's Copy.** The Mortgagor shall be furnished a conformed copy of the Note and this Mortgage. The term of this Mortgage shall be until either (a) the balance due on the Note is paid in full or (b) Thirty (30) years plus one day after the date of the Note and Mortgage, whichever occurs first; provided that the indebtedness secured hereby shall be forgiven as set forth in the Note; further provided, however, that any amounts hereafter advanced or expended by the Lender to protect its security as provided hereon, shall not be forgiven or reduced and shall be due and payable from the time they are advanced or expended; and provided further that in the event the
Mortgagor defaults in any of the terms, conditions or covenants of this Mortgage or in the event the Mortgagor defaults in any of the terms, conditions or covenants of the Note secured by this Mortgage, the principal shall immediately become due and payable without further demand along with interest computed by the Note rate from the date of the event constituting breach or default with interest to continue at such rate until such time as the entire indebtedness secured by this Mortgage is fully paid and the Lender may foreclose this Mortgage by judicial proceeding and shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to reasonable attorney’s fees and cost of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

23. **Rights to Appoint Receiver.** Should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, but subject to the terms of any prior mortgage encumbering the Property, the said Lender, Lender’s heirs, successors, or assigns, shall have the right to have a Receiver appointed with power to forthwith lease out the Property if he should so elect, and who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of any rents and profits collected in accordance hereto toward the payment of the debts secured hereby.

24. **Attorney’s Fees.** Should legal proceedings be instituted for the foreclosure of this Mortgage, or for any purpose involving this Mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the Lender, Lender’s heirs, successors, or assigns, including reasonable attorney’s fees (of not less than eight (8%) percent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

25. **Termination of Mortgage.** When the Mortgagor, Mortgagor’s heirs, successors, executors or administrators shall pay, or cause to be paid unto the said Lender, Lender’s certain
attorneys, heirs, successors or assigns the said debt, with the interest thereof, if any shall be due,
and also all sums of money paid by the said Lender, Lender’s heirs, successors or assigns,
according to the conditions and agreements of the said Note, and of this Mortgage and shall
perform all the obligations according to the true intent and meaning of the Note and Mortgage,
and the conditions thereunder written, then this Mortgage shall cease, determine and be void.
Otherwise it shall remain in full force and effect in accordance with the terms of the Note and
Mortgage.

26. **Riders.** The terms and conditions of any rider executed by Mortgagor and recorded
together with this Mortgage shall be incorporated into and shall amend and supplement the
covenants and agreements of this Mortgage as if the rider is a part of this Mortgage. A
Hypothecation Contract Rider is attached to this Mortgage.

26. **Mortgagor’s Right to Possession.** The Mortgagor is to hold and enjoy the Property until
default of payment shall be made. Upon completion of all terms and conditions of this Note by
the Mortgagor and upon payment of any and all balance due, the Mortgagor shall be entitled to a
release and satisfaction of this Note by the Lender at the Mortgagor’s own cost.

IN WITNESS THEREOF, the Mortgagor has executed this Mortgage this ______day of
__________, 2021.

SIGN, SEALED AND DELIVERED
IN THE PRESENCE OF:

__________________________

New Israel Reformed Episcopal Church
By: _________________________
Name: _________________________
Its: Chairman of the Board
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  

I, ________________________, the undersigned Notary Public, do hereby certify that New Israel Reformed Episcopal Church, by ________________________, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ______ day of ____________, 2021.

______________________________
Notary Public
State of South Carolina
My Commission Expires: ________________
EXHIBIT A

(Legal Description of the Property)
EXHIBIT B

AFFORDABLE HOUSING RESTRICTIVE COVENANTS

STATE OF SOUTH CAROLINA )
) RESTRICTIVE COVENANTS
COUNTY OF CHARLESTON )

WHEREAS, New Israel Reformed Episcopal Church ("New Israel") owns fee simple title to those certain parcels of land located in the City of Charleston, County of Charleston, State of South Carolina, described as follows: Tax Map No.'s 463-15-02-065, 463-15-02-066, 463-15-02-064, with a street address of 191, 193, and 195 Romney Street, being more particularly described on Exhibit A attached hereto and incorporated herein by reference (together with any improvements now or hereafter located thereon, the "Property").

WHEREAS, NIRE OF CHARLESTON HOLDINGS, INC., a South Carolina nonprofit corporation ("NIRE"), shall construct or cause to be constructed four (4) rental apartments on the Property, two of which shall be for rent to persons or households earning sixty percent (60%) and below the Area Median Income (the "Affordable Units"), together with related utilities, infrastructure, and personal property, all as more particularly set forth hereinbelow (such Affordable Units together, the "Project");

WHEREAS, the City of Charleston (the "City") has applied for and received funds from the United States Government under Title 11 of the National Affordable Housing Act of 1992 (the "Act");

WHEREAS, in order to finance a portion of the cost of the Project, NIRE has applied for access to funds held by the City under the Act totaling $160,000.00 (the "Funds");

WHEREAS, pursuant to the terms of that certain (i) CONTRACT BETWEEN THE CITY OF CHARLESTON AND NIRE OF CHARLESTON HOLDINGS, INC. FOR HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS the City has agreed to make the Funds available to NIRE via a loan (the "Loan") totaling $160,000.00, which Loan is evidenced by a Home Program Promissory Note (the "Note") and a Home Program Mortgage (the "Mortgage") from New Israel to the City, which Mortgage is recorded simultaneously herewith;

WHEREAS, the Loan Agreements require that the Affordable Units be subjected to certain restrictions regarding the future use of the Affordable Units; and

WHEREAS, the City desires to evidence such restrictions by recording these Restrictive Covenants (the "Restrictive Covenants").

NOW, THEREFORE, IN CONSIDERATION OF the benefits to NIRE and New Israel set forth in the Loan Agreement and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by NIRE and New Israel, NIRE and New Israel hereby declare as follows:

1. The above recitals are incorporated into the operative provisions of this Agreement by this reference.
2. For the entire Affordability Period (hereinafter defined) the Affordable Units shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the restrictions, covenants, liens and conditions set forth in these Restrictive Covenants, which restrictions, covenants, liens and conditions shall touch and concern and run with title to the Affordable Units and shall be binding on all parties having any right, title or interest in the Affordable Units, and their respective legal representatives, assignees, heirs, devisees, fiduciary representatives, successors, and assigns. Anything contained herein, or in the Note or Mortgage to the contrary notwithstanding, these Restrictive Covenants shall continue in full force and effect for a period of 30 years from the date hereof (the "Affordability Period"), without regard to payment of the Loans or discharge of the debts evidenced thereby.

3. NIRE and New Israel hereby covenants and agrees that for the entire Affordability Period, 100% of the Affordable Units shall be rented to low-and very low-income households which are families and individuals whose incomes do not exceed 60% of the Area Median Income as established by HUD.

4. NIRE and New Israel shall not convert the Affordable Units to condominium ownership or any form of cooperative ownership wherein rents are not affordable to low-or very low-income households (as these terms "affordable" and "low-or very low-income households" may be defined by the City and/ or HUD).

5. NIRE and New Israel agree only to lease the Affordable Units to low-and very low-income households and further agrees not to charge any rent that is in excess of the rent allowed as "HOME Rent" under the provisions of the applicable HOME Program Regulation. NIRE and New Israel further agrees not to include in any lease any of the "prohibited lease provisions" as provided by the City and/ or HUD.

6. NIRE and New Israel shall not discriminate against or deny occupancy of any tenant or prospective tenant by reason of their receipt of, or eligibility for, housing assistance, under any Federal, State, or local housing assistance program; and not discriminate against or deny occupancy to any tenant or prospective tenant by reason that the tenant has a minor child or children who will be residing with them, unless the Property be one reserved for elderly tenants or special needs tenants as approved by the City or HUD. Additionally, NIRE and New Israel shall be responsible for renting the Affordable Units without regard to race, color, religion, sex, national origin, age or handicap of the tenant.

7. NIRE and New Israel hereby covenants and agrees that for the entire Affordability Period, the Affordable Units shall be rented to low-and very low-income households which are families and individuals whose incomes do not exceed 60% of the Area Median Income as established by HUD. After the end of the Affordability Period, and New Israel may rent to persons or households earning up to eighty (80%) percent of the Area Median Income.

8. NIRE and New Israel covenants and agrees that for the entire Affordability Period, only "affordable rents" as determined by HUD shall be charged for the rental of the Affordable Units. NIRE and New Israel must annually verify the tenant's income and also sign a recertification that the incomes have been verified.
9. NIRE and New Israel agrees to comply with City's Affirmative Marketing Policy for the duration of the Affordability Period.

10. The invalidity or unenforceability of any provision of these Restrictive Covenants shall not affect the other provisions hereof, and these Restrictive Covenants shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

11. The City is the intended beneficiary of these Restrictive Covenants and shall have the full right of enforcement of the terms hereof.

***Remainder of Page Intentionally Left Blank***

[Signature on Following Page]
IN WITNESS WHEREOF, NIRE of Charleston Holdings, Inc. and New Israel Reformed Episcopal Church in the United States of America has executed these Restrictive Covenants this _____ day of _____________, 2021.

SIGN, SEALED AND DELIVERED
IN THE PRESENCE OF:

______________________________
Witness

______________________________
Witness

______________________________
Witness

______________________________
Chairman of the Board

______________________________
NIRE of Charleston Holdings, Inc.

______________________________
Pastor

______________________________
New Israel Reformed Episcopal Church

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON) )

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that ___________________, the Chairman of the Board of NIRE of Charleston Holdings, Inc. a South Carolina nonprofit corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my Hand and Official Seal this the _____ day of ______________, 2021.

Notary Public for South Carolina
My Commission Expires: ______________

I, the undersigned Notary Public, do hereby certify that ___________________, the Pastor of New Israel Reformed Episcopal Church, a South Carolina nonprofit corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my Hand and Official Seal this the _____ day of ______________, 2021.

Notary Public for South Carolina
My Commission Expires: ______________
Exhibit C

HOME Program
Affirmative Marketing Policy

Statement of Policy
In accordance with the regulations outlined in the HOME Program's Affirmative Marketing (92.351) and Equal Opportunity and Fair Housing (92.350) sections of the HUD Federal Register, and in furtherance of the City of Charleston's commitment to non-discrimination and equal opportunity in housing, the City of Charleston establishes procedures to affirmatively market units constructed or rehabilitated under the HOME Program. These procedures are intended to further the objectives of Title VI of the Civil Rights Act of 1968, Executive Order 11063 and the City of Charleston's local Fair Housing Ordinance.

The City shall also ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or handicap be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds.

It is the affirmative marketing goal of the City of Charleston to assure that individuals who normally might not apply to purchase newly constructed or rent vacant rehabilitated units because of their race or ethnicity:

- know about vacancies,
- feel welcome to apply, and/or
- have the opportunity to purchase or rent the units.

The City of Charleston is committed to the goals of affirmative marketing which shall be implemented in the HOME Program through a specific set of steps that the City and program participants shall follow. These goals shall be reached through the following procedures:

1. Information. All brochures and other printed materials produced by or for the City in order to publicize the HOME Program shall contain information on the applicability of federal Fair Housing laws and of this policy on all HOME projects. All public announcements shall mention the applicability of fair housing standards to the program. Groups with a known or anticipated interest in fair housing or the HOME program shall be provided with information copies of all printed materials and releases.

2. Requirements. Property owners and their managing agents, if applicable, who apply for funds under the HOME Program through the City shall be required to adhere to the information standards of the preceding paragraph as they apply to the marketing program or tenant-seeking efforts of the owner or manager of the rental project in question. The City shall arrange with the Housing Authority of the City of Charleston to offer appropriate assistance to affected owners and managers in their marketing programs, as well as offer its own assistance. This shall be done in order to inform and solicit rental applications from perspective tenants in the housing market area who are not likely to apply for the housing without special outreach efforts. The City of Charleston shall require that the property owners selected for participation in the program comply with affirmative marketing requirements by
means of an agreement which shall be applicable for the life of the subsidy. Failure to carry out the Contract could make an owner ineligible to participate in the program with future projects as well as cause the HOME Subsidy Note to become immediately due and payable. Owners or rental properties newly constructed or rehabilitated under this program shall be responsible for renting assisted units without regard to race, color, religion, sex, national origin, age, or handicap of the tenant. Additionally, property owners shall agree to carry out an affirmative marketing program to attract tenants of all groups. Such a program shall typically involve publicizing to minority persons the availability of housing opportunities through the type of media customarily utilized and by using the "Equal Housing Opportunity" logo.

3. **Records.** Chronological records by project shall be kept by the City regarding efforts by the owners, managers, Housing Authority, and the City to market vacant units according to affirmative marketing standards. The owner, or manager as applicable, shall be required to keep records of the following tenant characteristics of households filling vacant units subject to this marketing system.

   1.) Name the tenant  
   2.) Annual income of tenant  
   3.) Race and ethnicity of tenant  
   4.) Household family size  
   5.) Rent charged  
   6.) Elderly, blind or handicap  
   7.) Gender of head of household

Such records shall also include:

- Copies of advertisements placed in the local newspapers.  
- Owner's involvement with the local public housing authority.

4. **Assessment of Effort.** The advertising and marketing programs owners and managers of affected dwelling units shall be monitored to ensure: 1) compliance with the information standard, 2) cooperation with the Housing Authority in outreach programs, and 3) accuracy of record-keeping regarding new occupancies of vacant units. In situations where the owners or managers fail to keep a reasonable standard of compliance with the system, those responsible shall be informed of the deficiencies and offered the opportunity to correct problems. City staff shall discuss way to improve owners’ efforts prior to taking corrective actions. If owners continue to fail to meet the affirmative marketing requirements, the City of Charleston, after fair warning and an opportunity to correct identified deficiencies, may disqualify an owner from further participation in future HOME programs administered by the City.
Prohibited Provisions in Tenant Leases

The lease between the owner and tenant in a HOME-assisted property cannot contain any of the following provisions:

- **Agreement to be sued.** Agreement by the tenant to be sued, admit guilt, or consent to a judgment in favor of the owner in a lawsuit brought in connection with the lease.

- **Agreement regarding treatment of property.** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to tenant and a court decision on the rights of the parties. This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out. The owner may dispose of personal property in accordance with state law.

- **Agreement excusing the owner from responsibility.** Agreement by the tenant not to hold the owner or the owner’s agents legally responsible for actions or failure to act, whether intentional or negligent.

- **Waiver of notice.** Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.

- **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties.

- **Waiver of a jury trial.** Agreement by the tenant to waive any right to a jury trial.

- **Waiver of right to appeal a court decision.** Agreement by the tenant to waive the tenant’s right to appeal or otherwise challenge in court a decision in connection with the lease.

- **Agreement to pay legal costs, regardless of outcome.** Agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins the court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
HOME RENTAL PROGRAM
CERTIFICATIONS AND REQUIREMENTS

Annual Verification and Re-certification of Tenant Income
I/We understand that it is the borrower’s responsibility to annually verify the incomes of the occupants of each “HOME-assisted” unit and to also certify in writing that the “HOME-assisted” units’ tenants’ incomes are in compliance with the HUD regulations. The verified initial incomes of tenants must not exceed sixty percent (60%) of the area median income (please see attached income limits chart). In the event that a tenant’s income increases and exceeds eighty percent (80%) of the area median income, the tenant shall be allowed to remain in the unit provided the “over-income tenant” pays no less than thirty percent (30%) of their adjusted monthly income for rent and utilities. Additionally, the first subsequent “HOME-assisted” unit which becomes vacant must be leased to another eligible tenant at a low or high HOME rent (whichever is appropriate) to replace the over-income unit.

Initials

Annual Rent Reviews

I/We understand that I/we shall be required to annually re-examine rents charged to the “HOME-assisted” units to ensure that the rents charged do not exceed the maximum HUD rent control limits. I/We also understand that HUD may change the rents at any time, and HUD may also adjust the rents up or down on an annual basis. The adjusted rent limits shall be made available by the City.

Initials

Lease Prohibitions

I/We certify that we have received a copy of the prohibited lease provisions and agree not to include any of the prohibited lease provisions in the lease agreement with tenants occupying the “HOME-assisted” units.

Initials

Annual Housing Quality Standards Inspections
I/We understand that the City shall be required to make annual inspections to ensure that the “HOME-assisted” units are being properly maintained and meet, at minimum, the City’s Housing Quality Standards (HQS). If it is determined by the City that the units do not meet the City’s HQS, I/we shall immediately upon notification make the necessary repairs in order to be in compliance with the City’s HQS.
Initials

Affirmative Marketing Policy
I/We hereby verify that I/we have received, read, and understand the City of Charleston’s Affirmative Marketing Policy, and we further agree to abide by the requirements as set forth in the policy.

Initials

Layering and Future Federal Subsidy Waiver
I/We acknowledge that the City is required to ensure that excessive federal funds have not been awarded to the project. As a result, the City has the right to, at any time before or after the loan closing, review the funding sources and uses to ensure that layering is not in effect. I/We understand that by accepting the HOME Program subsidy, I/we are waiving the right to apply for future federal assistance for the rehabilitation of the property during the term of the HOME Rental Program.

Initials

Agreement
I/We agree to all the before-mentioned certifications and requirements and understand that these requirements shall remain in effect the full term of the loan as indicated on the note and mortgage. I/We further agree to adhere to any subsequent policies and or regulations as established by the City or HUD in order to remain in compliance with the rules and regulations which govern the HOME Rental Program.

BORROWER

DATE

CO-BORROWER

DATE
ADDENDUM E

HYPOTHECATION CONTRACT RIDER
TO HOME PROGRAM MORTGAGE
FROM
New Israel Reformed Episcopal Church ("Mortgagor")
TO
CITY OF CHARLESTON ("Lender")

The Home Program Mortgage ("Mortgage") given by Mortgagor to Lender dated ________________, 2021, is in the form of hypothecated security in that it is given to secure the debt of another, to wit: the indebtedness evidenced by the Note dated as of ________________, 2021 in the original principal amount of $160,000.00 (as may be amended from time to time, the "Note"), which was made and delivered by NIRE of Charleston Holdings, Inc., a South Carolina nonprofit corporation ("Borrower"), to and for the benefit of Lender. Mortgagor represents and warrants that it will derive a material benefit from the Lender's loan to Borrower and agrees that such benefit is sufficient consideration to support the Mortgage. In the event of a default by Borrower under the Note, Mortgagor expressly covenants and agrees that Lender shall be entitled to exercise all rights and remedies set forth in the Mortgage and as otherwise permitted by law, including, without limitation, foreclosure of the encumbered property. The foregoing provisions are made by Mortgagor as an inducement to Lender to make the Borrower's loan secured hereby.

WITNESSES:

MORTGAGOR:

New Israel Reformed Episcopal Church
a South Carolina nonprofit corporation

By: ______________________________________

Name: ____________________________________

Its: ______________________________________

STATE OF SOUTH CAROLINA  )
COUNTY OF CHARLESTON     )

ACKNOWLEDGMENT

The undersigned Notary Public does hereby certify that New Israel Reformed Episcopal Church, a South Carolina nonprofit corporation, by ______________________, its ______________________, did personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal this ___ day of ________________, 2021.

Notary Public for South Carolina
My Commission Expires: ____________

HSB 6530776 v 5
TO: John J. Tecklenburg, Mayor
FROM: Geona Shaw Johnson
DEPT. Housing & Community Dev
SUBJECT: CONTRACT WITH P.A.S.T.O.R.S, INC. TO DEVELOP AFFORDABLE HOUSING AT 60 NASSAU STREET

REQUEST: Request the Mayor and City Council approve $120,000 additional funding to develop two affordable rental apartments at 60 Nassau Street. The affordable rental homes will be restricted to those earning at or below 60% of the Area Median Income. Council previously approved an allocation of $40,000 in 29th Year HOME Investment Partnerships Program funding to P.A.S.T.O.R.S, Inc. The additional $120,000 is necessary for construction of this development. The property is an historic property and additional considerations had to be made in the construction of the apartments. Funding will be derived from HOME Investment Partnerships Program- Program Income.

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

<table>
<thead>
<tr>
<th>Housing &amp; Cmty Dev</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation Counsel</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

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

If yes, provide the following:

Balance in Account: $40,000
Amount needed for this item: $120,000

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

NEED: Identify any critical time constraint(s).

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.
COMMITTEE / COUNCIL AGENDA

TO:        John J. Tecklenburg, Mayor
FROM:      Geona Shaw Johnson        DEPT. Housing & Community Dev
SUBJECT:   CONTRACT WITH P.A.S.T.O.R.S, INC. TO DEVELOP AFFORDABLE HOUSING AT 60 NASSAU STREET

REQUEST: Request the Mayor and City Council approve $120,000 additional funding to develop two affordable rental apartments at 60 Nassau Street. The affordable rental homes will be restricted to those earning at or below 60% of the Area Median Income. Council previously approved an allocation of $40,000 in 29th Year HOME Investment Partnerships Program funding to P.A.S.T.O.R.S, Inc. The additional $120,000 is necessary for construction of this development. The property is an historic property and additional considerations had to be made in the construction of the apartments. Funding will be derived from HOME Investment Partnerships Program Program Income.

COMMITTEE OF COUNCIL: Ways and Means DATE: May 11, 2021

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

Housing & Cmty Dev Yes N/A Signature of individual contacted Attachment X
Corporation Counsel X

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

If yes, provide the following: Dept./Div.: HCD Account #: 470200-57120

Balance in Account $40,000 Amount needed for this item $120,000

Does this document need to be recorded at the RMC's Office? Yes X 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.
CONTRACT BETWEEN THE CITY OF CHARLESTON
AND
P.A.S.T.O.R.S. INC.
FOR
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS

THIS CONTRACT (the “Contract”), entered as of the ___ day of May 2021 (the “Effective Date”) by and between the City of Charleston, South Carolina (the “City”), and P.A.S.T.O.R.S. INC. (a/k/a “Subrecipient”).

WHEREAS, the City has applied for and received funds from the United States Government under Title 11 of the National Affordable Housing Act of 1992; and

WHEREAS, the City wishes to engage Subrecipient in utilizing one hundred sixty thousand dollars ($160,000.00) of 29th Year HOME Investment Partnerships Program, Program Income (the “Funds”);

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein the parties agree as follows:

I. SCOPE OF SERVICE:

A. Activities

The Funds shall be used for construction and other direct project expenses related to the development of two one bedroom apartments (together, the “Units” and each, a “Unit”) on certain real property owned by St. Luke Reformed Episcopal Church (the “Owner”) and located at 60 Nassau Street, bearing Charleston County, Tax Map Number 459-09-02-102 (the “Property”). The two Units shall provide rental housing for persons earning sixty (60%) percent and below the Area Median Income (the “Affordability Threshold”). The Funds shall be used solely for payment of the construction and direct project costs related to the development of the two (2) Units at 60 Nassau Street and for no other purposes. By accepting and expending the Funds, P.A.S.T.O.R.S. INC. agrees to be bound by the terms of this Contract and to use the Funds solely for the purposes and requirements set forth herein, and subject to the requirements, outlined in the narrative attached hereto and made a part hereof as Addendum “A” (the “Scope of Services”). The foregoing development of the Units shall occasionally be referred to herein as the “Project”.

B. Performance/Objectives Monitoring

1. The City shall monitor the performance of Subrecipient against goals and performance standards required under this Contract. Substandard performance by Subrecipient as determined by the City, shall constitute a default under this Contract (subject to Subrecipient’s right to cure pursuant to Section VI(H) hereinbelow) and shall entitle the City to any and all remedies available under this Contract, at law or in equity.

2. Subrecipient acknowledges that compliance with its obligations under this Contract shall not automatically entitle Subrecipient to future funding by the City.
3. Subrecipient further acknowledges that the "general objective category" for this Project is "accessibility" and the "general outcome category" is "decent housing" as such terms are defined in the Community Planning Development Outcome Measurement System guidelines promulgated by the U.S. Department of Housing and Urban Development.

C. Subsequent Changes

Any changes to the Scope of Services set forth as Addendum A shall be done pursuant to Paragraph V-G of this Contract.

D. Budget

The program budget (the "Budget") attached hereto as Addendum B is hereby made a part of this Contract and is incorporated herein by reference.

II. TIME OF PERFORMANCE

Construction of the Project and related activities shall commence on the Effective Date and shall end on the date that is one (1) year thereafter (the "Construction Period"). Notwithstanding completion of the Project, this Contract shall continue in full force and effect until the later of (a) the expiration of the Affordability Period or (b) the time when the Subrecipient is no longer in control of HOME funds or other assets including Program Income (hereafter defined). The City shall be entitled to review the performance of Subrecipient to determine whether Subrecipient is carrying out its HOME assisted activity in a timely manner prior to any additional awards being granted. Sixty (60) days prior to program year-end, the City shall conduct an assessment to determine the amount of funds remaining in Subrecipient's control. In the event Subrecipient fails to complete the Project on or before the expiration of the Construction Period in accordance herewith, and should Subrecipient demonstrate to the City's reasonable satisfaction that such failure to timely complete has resulted from factors beyond Subrecipient's reasonable control, the City shall provide P.A.S.T.O.R.S. INC. the opportunity to prepare and implement a workout plan, as approved by the City. Should Subrecipient fail to fulfill its obligations as herein set forth, the City reserves the right, in addition to any other remedy available at law or in equity, to declare Subrecipient in default under this Contract, terminate Subrecipient's access to the Funds or terminate the Contract in its entirety, at no cost to the City.

III. PAYMENT

A. It is expressly agreed and understood that the total amount to be paid by the City under this Contract shall not exceed the amount of the Funds.

B. The Funds shall only be used and applied as expressly authorized in accordance with this Contract and shall not be used for direct or indirect payment of administrative costs incurred by Subrecipient as outlined in this Contract.

IV. NOTICES
Communication and details concerning this Contract shall be directed to the following contract representatives:

City

Ms. Geona Shaw Johnson, Director
Department of Housing and Community Development
75 Calhoun Street, Suite 3200
Charleston, South Carolina 29401
(843) 724.3766; Fax: 985-4180

City of Charleston Legal Department
Post Office Box 652
Charleston, South Carolina 29402
843.724.3730

Mayor John J. Tecklenburg
Post Office Box 625
Charleston, SC 29401
843.577.9860

P.A.S.T.O.R.S. INC.
FA Johnson, Director of Development
1520 Senate Street, Suite 177
Columbia, SC 29201
803-665-5562; Fax:
FAJohnson@FAJohnsonDevelopmentGroup.com

V. SPECIAL CONDITIONS

1. Property Standards

Housing units that are constructed with the assistance of HOME funds, at a minimum, shall meet the Housing Quality Standards contained within 882.109 of the HOME regulations and must comply with and adhere to local building codes administered by the City.

2. Qualification as Affordable Housing and Income Targeting

Simultaneously with the execution of the Note and Mortgage, the Subrecipient shall record those certain restrictive covenants attached hereto and incorporated herein by reference (the "Restrictive Covenants"), which shall ensure the Units remain affordable for a period of thirty (30) years ("Affordability Period").

3. Administration of Program

Subrecipient has developed and operates a program for the construction of houses to be occupied by low and moderate renters meeting the Affordability Threshold. The program shall comply with the requirements set forth in this Contract.
4. **Affordability of Housing**

The Units constructed by the Subrecipient shall meet the requirements set forth in Section 92.254 of the OMB Regulations.

The Units and any portion thereof may only be leased, sold, conveyed, or otherwise transferred as provided herein.

VI. **GENERAL CONDITIONS**

A. **General Compliance**

Subrecipient shall comply with all applicable federal, state and local laws and regulations governing the Funds.

B. **Independent Contractor**

Nothing contained in this Contract is intended to, or shall be construed in any manner to create or establish the relationship of employer/employee or joint ventures between the parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as Subrecipient is a non-profit organization chartered under the State of S.C.

C. **Indemnification and Hold Harmless**

Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Subrecipient's performance of the services or subject matter called for in this Contract.

D. **Worker's Compensation**

Subrecipient shall provide Worker's Compensation Insurance coverage for all employees involved in the performance of this Contract.

E. **Insurance and Bonding**

P.A.S.T.O.R.S. INC. shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110, Bonding and Insurance.

F. **Grantor Recognition**

Subrecipient shall ensure recognition of the role of the City as the grantor agency in providing services in accordance with this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available in accordance with this Contract.
G. **Transparency Act Requirements**

Subrecipient shall ensure that the City of Charleston is provided information to report data required by the Federal Funding Accountability and Transparency Act (FFATA) and subsequent OMB guidance. Effective October 1, 2010, FFATA requires federal awards granted to an organization in an amount of $25,000 or more to report specific information related to the organization receiving the funds. The information includes the following:

1. Subrecipient Entity Information (FAIN)
2. Principal Place of Performance
3. Executive Compensation Data if applicable
4. DUNS Number and/or Parent DUNS number.
5. CFDA
6. Project Description
7. Total Funding Amount
8. Contract Execution Date
9. Reporting Month

H. **Amendments**

This Contract may not be amended or modified except in a writing signed by each of the parties hereto.

The City, at its discretion, amend this Contract to conform with Federal, State and/or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Contract, such modifications shall be incorporated only by written agreement signed by both the City and P.A.S.T.O.R.S. INC.

I. **Suspension or Termination**

In addition to any other remedy available under this Contract, at law or in equity, the City may suspend or terminate this Contract, in whole or in part, if P.A.S.T.O.R.S. INC. materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein. If the City determines that P.A.S.T.O.R.S. INC. is in noncompliance, it shall notify P.A.S.T.O.R.S. INC. in writing of noncompliance. Thereafter, if P.A.S.T.O.R.S. INC. fails to correct noncompliance within thirty (30) days, then P.A.S.T.O.R.S. INC. shall, at the option of the City, be declared in default and the City may declare P.A.S.T.O.R.S. INC. ineligible for any further participation in City contracts, and shall be entitled to seek any other remedies available under this Contract, at law or in equity.

J. **Covenants**

Anything contained herein notwithstanding, the Property, the Project, or any Unit or other portion thereof shall not be sold, conveyed, or transferred by the Owner in violation of the Covenants as hereinafter described, and any such deed or other instrument of transfer shall include the Covenants which shall run with the land and require the two (2) Units to be held,
transferred and conveyed as rental apartments for residents earning sixty (60%) percent and below the Area Median Income subject to the covenants (the "Covenants"), the form of which shall have been approved in writing by the City of Charleston Department of Housing and Community Development prior to such conveyance. The Covenants shall provide, generally, that the Units shall be held, owned, leased, sold, conveyed, transferred, only for the purposes outlined in this Contract. The Covenants shall run with the land for a period of thirty (30) years. Owner, in undertaking the obligations to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce the Covenants. In addition, the Covenants shall state that the City is a beneficiary thereof and entitled to enforce such Covenants.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Financial Management Standards

P.A.S.T.O.R.S. INC. shall comply with all financial management standards outlined in and incorporated as part of this Contract.

2. Accounting Standards

P.A.S.T.O.R.S. INC. shall comply with Attachments A through O of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

3. Cost Principles

P.A.S.T.O.R.S. INC. shall administer its program in accordance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or A-21 "Cost Principles for Educational Institutions", whichever is applicable; and if P.A.S.T.O.R.S. INC. is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" shall apply for all costs incurred whether charged on a direct or indirect basis.

4. Program Income

As used herein, "Program Income" means gross income earned by P.A.S.T.O.R.S. INC. from activities directly supported by the Funds. Such earnings include interest earned on advances. Such earnings may also include, but shall not be limited to, income from service fees. P.A.S.T.O.R.S. INC. shall retain Program Income to carry out the Project or other projects for which use of the Program Income is authorized by the City in writing. Funds from the sale of real or personal property either provided by the City or purchased in whole or in part with funds made available under this Contract shall also be used for the programs described herein.
B. Documentation and Record-Keeping

1. Records to be maintained

P.A.S.T.O.R.S. INC. shall maintain all records required by the Federal regulations specified in 24 CFR Part 92.508 and that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

a. Records providing a full description of the Project;
b. Records demonstrating that Project meets all income requirements, affordability requirements and property standards;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance (including the Funds);
e. Records documenting compliance with the fair housing and equal opportunity components of the HOME Program;
f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention of Records

P.A.S.T.O.R.S. INC. shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the expiration or termination of this Contract, after the resolution of all Federal audit findings, or five (5) years after the final disposition of such Property, whichever occurs later.

3. Client Data

P.A.S.T.O.R.S. INC. and the Owner shall maintain sufficient data to demonstrate each tenant's eligibility for the program. Such data may include, but not be limited to, client name, address, family size, income level or other basis for determining eligibility and description of services provided. Such information shall be made available to City and HUD staff or their designees for review upon request. Such records shall be kept for the Affordability Period applicable to the Project.

4. Property Records

P.A.S.T.O.R.S. INC. shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities under this Contract, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after the final disposition of such Property. Records for any displaced person must be kept for five (5) years after he/she has received final payment as specified in 24 CFR Part 92.353 (f).
5. **Close-Outs**

P.A.S.T.O.R.S. INC.'s obligations to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.

Upon its expiration or dissolution, P.A.S.T.O.R.S. INC. shall transfer to the City any funds on hand which have been provided under this Contract and any accounts receivable attributable to the use of the Funds. Any real property or equipment under P.A.S.T.O.R.S. INC.'s control that was acquired or improved in whole or in part with HOME funds must be returned to the City and disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property, including the Property, less any portion thereof attributable to the expenditures of non-HOME funds for acquisition of, or improvement to, the property or the Property.

6. **Audits and Inspections**

   a. All P.A.S.T.O.R.S. INC. records with respect to any matters covered by this Contract shall be made available to the City, the Federal Government, or their designees, at any time during normal business hours, as often as the City or the Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

   b. Any deficiencies noted in audit reports must be addressed by P.A.S.T.O.R.S. INC. within 30 days after receipt of written notice of such deficiencies by P.A.S.T.O.R.S. INC. and cleared by P.A.S.T.O.R.S. INC. within six months. Failure of P.A.S.T.O.R.S. INC. to comply with the above audit requirements shall constitute a violation of this Contract and may result in the withholding of payments to P.A.S.T.O.R.S. INC.

7. **Progress Reports**

P.A.S.T.O.R.S. INC. shall submit regular Progress Reports to the City on a quarterly basis in the form and content required by the City. In addition to any other remedy available under this Contract, at law or in equity, funds may be withheld until such documentation is submitted.

8. **Fraud Policy**

In order to protect the funds, including the Funds, granted to the City of Charleston and utilized by the P.A.S.T.O.R.S. INC. in performance of services covered by this Contract, P.A.S.T.O.R.S. INC. shall have a fraud policy in effect during the term of this Contract. The fraud policy shall establish procedures for the detection and
prevention of fraud, misappropriation, negligent conduct that results in loss, and other inappropriate conduct involving the Funds and services covered by this Contract. A copy of the policy shall be provided to the City upon request.

C. Financial Reporting and Payment Procedures

1. Budgets

P.A.S.T.O.R.S. INC. shall submit a detailed budget within five days of the Effective Date in a form and content prescribed by the City's Finance Department for approval by the City. The City and P.A.S.T.O.R.S. INC. may agree to revise the budget form from time to time in accordance with existing city polices.

2. INTENTIONALLY OMITTED

3. Payment Procedures

The City shall reimburse or make available to P.A.S.T.O.R.S. INC. monies available from the Funds under this Contract based upon invoices and documentation submitted by P.A.S.T.O.R.S. INC. and consistent with any approved budget, cost allocation plan and City policy concerning payments. Payments shall be made for eligible expenses actually incurred by P.A.S.T.O.R.S. INC. and not to exceed actual cash requirements. The City reserves the right to liquidate funds available under this Contract for costs incurred by the City on behalf of P.A.S.T.O.R.S. INC.

4. Audit of Records

P.A.S.T.O.R.S. INC. shall on an annual basis have a fiscal and programmatic audit performed by qualified auditors who are licensed Certified Public Accountants to verify program efficiency and effectiveness. Audits shall be conducted in accordance with OMB Circular A-133. P.A.S.T.O.R.S. INC. further agrees to make available all records, audits and reports relative to the fiscal and programmatic aspects of its program upon request by the City.

D. Procurement

1. Compliance

P.A.S.T.O.R.S. INC. shall comply with OMB Circular A-110 and any current city policy regarding the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Contract.

2. OMB Standards

P.A.S.T.O.R.S. INC. shall procure materials in accordance with the requirements of

3. **Relocation, Acquisition and Displacement**

P.A.S.T.O.R.S. INC. shall comply with 24 CFR 92.353 relating to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing the Funds. P.A.S.T.O.R.S. INC. also agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. P.A.S.T.O.R.S. INC. agrees further to comply with applicable City ordinances, resolutions and policies concerning displacement of individuals from their residences.

VII. **PERSONNEL AND PARTICIPANT CONDITIONS**

A. **Civil Rights**

1. **Compliance**


2. **Nondiscrimination**

P.A.S.T.O.R.S. INC. shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. P.A.S.T.O.R.S. INC. shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. P.A.S.T.O.R.S. INC. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. **Land Covenants**

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part 1. In regard to the sale of land acquired, cleared or improved with assistance provided under this Contract, P.A.S.T.O.R.S. INC. shall cause or require a covenant running with the land to be inserted in the deed or other instrument effecting such transfer, prohibiting discrimination as herein defined, in the
sale of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. P.A.S.T.O.R.S. INC. and P.A.S.T.O.R.S. INC., in undertaking their obligations to carry out the program assisted hereunder, agree to take such measures as are necessary to enforce such covenant, and shall not themselves discriminate.

4. **Section 504**

P.A.S.T.O.R.S. INC. shall comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 705) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide P.A.S.T.O.R.S. INC. with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

B. **Affirmative Action**

1. **Approved Plan**

P.A.S.T.O.R.S. INC. shall carry out, pursuant to the City's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The City shall provide Equal Employment Opportunity Program guidelines to P.A.S.T.O.R.S. INC., Inc. to assist in the formulation of such a program.

2. **Women/Minority Owned Businesses**

P.A.S.T.O.R.S. INC. shall use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority and female owned enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. P.A.S.T.O.R.S. INC. Inc. may rely on written representations regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **Access to Records**

P.A.S.T.O.R.S. INC. shall furnish any and all information and reports required hereunder and shall permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. **EEO/AA Statement**

P.A.S.T.O.R.S. INC. shall, in all solicitations or advertisements for employees placed by or on behalf of P.A.S.T.O.R.S. INC. state that it is an Equal Opportunity or
Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity

   a. P.A.S.T.O.R.S. INC. certifies that no Federal appropriated funds have been paid or shall be paid, by or on behalf, of any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

   b. P.A.S.T.O.R.S. INC. certifies that if any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal Contract, grant, loan or cooperative agreement, it shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   c. P.A.S.T.O.R.S. INC. certifies that the language of paragraphs (a) and (b) above shall be included in documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, loans and cooperative agreements) and that all lobbying as described in paragraphs (a) and (b) above shall be disclosed accordingly.

2. OSHA

   Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or working conditions which are unsanitary, hazardous or dangerous to the participant’s health or safety.

3. Labor Standards

   P.A.S.T.O.R.S. INC. shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those laws and regulations apply to the performance of this Contract. P.A.S.T.O.R.S. INC. shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City and HUD officials upon request.

   HSB 6531982 v 4
P.A.S.T.O.R.S. INC. agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than twelve (12) households, all contractors engaged under contracts in excess of $2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements pertaining to such contracts of the Department of Labor, under 29 CFR, Parts 1,3,5 and 7 governing the payment of wages and ration of apprentices and trainees of journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve P.A.S.T.O.R.S. INC. of its obligation, if any, to require payment of the higher wage. P.A.S.T.O.R.S. INC. shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of $2,000.

4. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Contract, shall be a condition of the federal funding assistance provided under this Contract and binding upon P.A.S.T.O.R.S. INC. and any contractors or subcontractors for work in connection with this Contract. Further, P.A.S.T.O.R.S. INC. agrees to incorporate the following language in all contracts and subcontracts executed for work under this Contract:

"The work to be performed under this Contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

P.A.S.T.O.R.S. INC. agrees that no contractual or other disability exists which would prevent compliance with these requirements.

5. Debarred, Suspended or Ineligible Contractors

Financial assistance provided under this Contract shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor of P.A.S.T.O.R.S. INC. during any period of debarment, suspension or placement of ineligibility status under the provisions of 24 CFR 92.357.

D. Conduct
1. **Assignability**

P.A.S.T.O.R.S. INC. shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto.

2. **Conflict of Interest**

P.A.S.T.O.R.S. INC. shall abide by the provisions of 24 CFR 92.356 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with performance of services required under this Contract. P.A.S.T.O.R.S. INC. further covenants that in the performance of this Contract, no person having a financial interest shall be employed or retained by P.A.S.T.O.R.S. INC. hereunder. These conflict of interest provisions also apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the City or of any designated public agencies or P.A.S.T.O.R.S. Inc. which are receiving funds under the HOME Program.

3. **Religious Organizations**

P.A.S.T.O.R.S. INC. agrees that the Funds provided under this Contract shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations found in 24 CFR 92.257.

4. **Subcontracts**

   a. **Selection Process**

   P.A.S.T.O.R.S. INC. shall undertake to insure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be made available upon request by the City along with documentation concerning the selection process.

   b. **Content**

   P.A.S.T.O.R.S. INC. shall cause all of the provisions of this Contract to be included in and made a part of any subcontract executed in performance of this Contract.

   c. **Monitoring**

   P.A.S.T.O.R.S. INC. shall monitor all subcontracted services on a regular basis to insure compliance with this Contract. Results of monitoring efforts
shall be summarized in written reports and supported by documentation of follow-up actions taken to correct areas of non-compliance. Copies of these reports shall be submitted to the City.

VIII. ENVIRONMENTAL CONDITIONS

A. Air and Water

P.A.S.T.O.R.S. INC. shall comply with the requirements of the following regulations insofar as they apply to the performance of this Contract:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- National Environmental Policy Act of 1969
- HUD Environmental Review Procedures (24 CFR, Part 58)

B. Flood Disaster Protection

P.A.S.T.O.R.S. INC. shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 2234) in regard to the sale of land acquired, cleared or improved under the terms of this Contract, as it may apply to the provisions of this Contract. In addition, all properties assisted with Federal funds under this Contract are required to have flood insurance on the property.

C. Lead-Based Paint

P.A.S.T.O.R.S. INC. agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 92.355 and 24 CFR Part 35, and in particular Subpart B thereof. Such regulations pertain to all HUD assisted housing and require that all owners, prospective owners of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

D. Hazardous Materials

P.A.S.T.O.R.S. INC. covenants that it shall not permit any Hazardous Materials to be brought onto the Property. In the event the presence of Hazardous Materials is discovered on the Property, such Hazardous Materials shall be immediately removed, with proper disposal, and all required environmental cleanup procedures shall be diligently undertaken pursuant to all such laws, ordinances and regulations. P.A.S.T.O.R.S. INC. shall notify the City of any enforcement, clean-up, remediation
or other actions regarding the Property and any claims made or threatened by third parties against P.A.S.T.O.R.S. INC. relating to losses or injuries resulting from the Hazardous Materials. P.A.S.T.O.R.S. INC. shall provide to the City, in form and substance satisfactory to the City, copies of all documentation and data relating to or dealing with any Hazardous Materials used, stored or released in or on the Property and the easements or rights of access to the Property for the purposes of conducting environmental investigations and audits deemed necessary or desirable by the City.

P.A.S.T.O.R.S. INC. agrees that P.A.S.T.O.R.S. INC. shall reimburse the City for and hold the City harmless from all fines or penalties made or levied against the City by any Governmental Authorities or other agency or authority as a result of or in connection with (i) the use of the Property, (ii) the use of facilities thereon (iii) the use, generation, storage, transportation, discharge, release or handling of any Hazardous Materials, or any other material, the use, generation, storage, transportation, discharge, release or handling of which is regulated by any federal, state or local statute, law, rule, regulation, ordinance or order at any time, or (iv) any release of any nature onto the ground or into the water or air from or upon the Property at any time. P.A.S.T.O.R.S. INC. also agrees that P.A.S.T.O.R.S. INC. shall reimburse the City for and indemnify and hold the City harmless from any and all costs and expenses (including reasonable attorneys' fees) and for all civil judgments or penalties incurred, entered, assessed, or levied against the City as a result of P.A.S.T.O.R.S. INC.'s use of the Property. Such reimbursement or indemnification shall include, but not be limited to, any and all judgments or penalties to recover the cost of cleanup of any such release by P.A.S.T.O.R.S. INC. from or upon the Property and all expenses incurred by the City as a result of such civil actions, including, but not limited to, reasonable attorneys' fees and expenses. In addition, P.A.S.T.O.R.S. INC. hereby agrees to indemnify, defend and hold the City and its successors and assigns harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs or other expenses (including attorneys' fees and court costs) arising from or in any way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or property damage due to a release or alleged release of Hazardous Materials in the surface or ground water arising from P.A.S.T.O.R.S. INC.'s business operations, or gaseous emissions arising from P.A.S.T.O.R.S. INC.'s business operations or any other condition existing or arising from P.A.S.T.O.R.S. INC.'s business operations resulting from the use or existence of Hazardous Materials, whether such claim proves to be true or false. P.A.S.T.O.R.S. INC. further agrees that its indemnity obligations include, but are not limited to, liability for damages resulting from the personal injury or death of an employee of P.A.S.T.O.R.S. INC. regardless of whether P.A.S.T.O.R.S. INC. has paid the employee under the workers' compensation laws of any state or other similar federal or state legislation for the protection of employees. The term "property damage", as used in this paragraph includes, but is not limited to, damage to any real or personal property of P.A.S.T.O.R.S. INC, the City and any third parties. P.A.S.T.O.R.S. INC.'s obligations hereunder shall survive the repayment of the Loan and any foreclosure of the Mortgage or other collateral securing the Loan or any deed in lieu of foreclosure. As used herein, "Hazardous Materials" includes all materials defined as hazardous wastes or substances under any local, state or federal environmental laws, rules or regulations, and petroleum, petroleum products, oil and asbestos.
IX. **SEVERABILITY OF PROVISIONS**

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws.

X. **FEDERAL COMPLIANCE**

Notwithstanding any provision hereof, P.A.S.T.O.R.S. INC. acknowledges that the funding to be received under this Contract is federal funding and P.A.S.T.O.R.S. INC. agrees to abide by such rules and regulations promulgated by the United States Department of Housing and Urban Development as now and may hereafter be promulgated concerning the receipt or expenditure of such funds.

XI. **INCORPORATION OF LAWS, RULES AND REGULATIONS**

All Local, State and Federal laws, rules, and regulations, including, without limitation, those specifically referenced herein (collectively, the "Applicable Regulations"), applicable to P.A.S.T.O.R.S. INC, the Fund or the Property are incorporated herein by reference and made a part hereof. P.A.S.T.O.R.S. INC. shall comply with all Applicable Regulations, and failure to so comply shall be an event of default under this Contract.

XII. **CONTRACT SHALL RUN WITH THE LAND.**

The terms, conditions and obligations of this Contract shall touch and concern and run with title to the Property, shall be perpetual except as set forth herein, and shall be binding on all parties having any right, title or interest in the Property, and their respective legal representatives, assignees, heirs, devisees, fiduciary representatives, successors, and assigns.

XIII. **APPLICABLE LAW**

This Agreement shall be governed in all respects by the laws of the State of South Carolina. By executing this Agreement, P.A.S.T.O.R.S. shall submit itself to the jurisdiction of the state court of the State of South Carolina, County of Charleston, for all matters arising or to arise hereunder, including but not limited to performance of said Agreement and the payment of all licenses and taxes of whatever kind or nature applicable thereto.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

WITNESSES:
The City of Charleston

By: John J. Tecklenburg
Its: Mayor

P.A.S.T.O.R.S. INC.

By: Julius Barnes
Its: Chairman of the Board
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  

THE INSTRUMENT was acknowledged before me this _____ day of ________________, 2021, by the CITY OF CHARLESTON, by John J. Tecklenburg, its Mayor.

__________________________
Notary Public for South Carolina  
My Commission Expires: __________

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of ________________, 2021, by P.A.S.T.O.R.S. INC. by Julius Barnes, its Chairman of the Board.

__________________________
Notary Public for South Carolina  
My Commission Expires: __________
P.A.S.T.O.R.S. INC. shall utilize the Funds solely for construction expenses related to the
development of two (2) apartments located at 60 Nassau Street.

A. P.A.S.T.O.R.S. INC. shall utilize the Funds for construction and direct project expenses
related to the development of two (2) Units for persons earning sixty (60%) percent and
below the Area Median Income.

B. P.A.S.T.O.R.S. INC. shall execute or cause to be executed at closing, a Note and a
Mortgage in favor of the City of Charleston from Owner, for the Funds which are being
provided for the construction of the Project. The Note and Mortgage are identified as
Addenda C and D.

C. P.A.S.T.O.R.S. INC. shall adhere to the Restrictive Covenants attached hereto and
incorporated herein by reference as Exhibit B.

D. P.A.S.T.O.R.S. INC. shall, at its sole cost and expense, and prior to the Funds being made
available, conduct an environmental assessment to ensure compliance with HUD
regulations and requirements.

E. P.A.S.T.O.R.S. INC. shall ensure that proper construction inspections are secured to
ensure the Project comes to fruition.

F. P.A.S.T.O.R.S. INC. shall leverage additional funding to ensure ongoing sustainability of
the Project and the organization.
## ADDENDUM B
P.A.S.T.O.R.S. INC.
Budget Summary
Program Year: June 1, 2020 – May 31, 2021

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Charleston HOME funds</td>
<td>$160,000</td>
</tr>
<tr>
<td>Total</td>
<td>$160,000</td>
</tr>
</tbody>
</table>
ADDENDUM C

HOME PROGRAM PROMISSORY NOTE

WHEREAS, the undersigned has entered into that certain CONTRACT BETWEEN THE CITY OF CHARLESTON, South Carolina ("City") AND P.A.S.T.O.R.S. INC., a South Carolina nonprofit corporation ("BORROWER") for HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS of even date herewith (the "Contract"), the terms of which are incorporated herein by reference.

FOR VALUE RECEIVED, BORROWER promises to pay to the order of the City of Charleston, City Hall, P.O. Box 304, Charleston, South Carolina 29402 (hereinafter referred to as the "City") on the day which is Thirty (30) years plus one day after the execution of this Note, if not sooner paid, the principal sum of One Hundred Sixty Thousand ($160,000) no/100 Dollars plus an indexed interest rate equivalent to the prime rate, as defined in the print edition of the Wall Street Journal as of the date of prepayment or default hereunder. Said rate shall be calculated on an annual basis (the "Interest Rate") and said Interest Rate may be waived or reduced by and under the sole discretion of the City. This Note evidences a loan by the City to the BORROWER for the exclusive purpose of constructing residential property for rental purposes on that certain piece, parcel and tract of land located at 60 Nassau Street in the City of Charleston, and bearing Charleston County Tax Map Number 4590902102 (the "Property") for the development, in accordance with the Contract by BORROWER subject to the terms and conditions of the Contract (the "Project").

This Note is secured by a Mortgage on the above-referenced Property of even date herewith in favor of the City.

So long as the Borrower complies with the terms and conditions of the Contract, this Note, and any Mortgage securing same, no interest shall be charged on the unpaid principal balance, and at the expiration of Thirty (30) years from the date of this Note, any then-outstanding balance
shall be forgiven in full, provided, however that any amounts hereafter advanced or expended by the LENDER to protect its security as provided herein or in the Mortgage securing this Note, and the interest thereon, shall not be forgiven or reduced and shall be due and payable from the time they are advanced or expended; and provided further that in the event the BORROWER default in any terms or conditions of the Note or Mortgage securing same, then the unpaid and remaining balance shall immediately become due and payable along with interest computed at the Note rate from the date of the event constituting breach or default, with interest to continue at such rate until such time as the entire indebtedness evidenced by this Note is fully paid.

The deferred payment loan evidenced by this Note may only be assigned and/or assumed with written consent of the City.

If default be made in the performance of or compliance with any of the covenants and conditions of the Contract, the Mortgage or any other instrument securing this Note, then in any of said events, said principal sum with all accrued interest thereon shall become at once due and payable at the option of the holder thereof and be collectible without further notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Any forbearance by the City with respect to any of the terms and conditions of this Note in no way constitutes a waiver of any of the City’s rights or privileges granted hereunder. Any written notice or payment of one party to the other shall be addressed to the parties as follows:

The CITY-  
City of Charleston
City Hall
P.O. Box 304
Charleston, SC 29402
Attn: Director, Dept. of Housing & Community Development

The BORROWER-  
P.A.S.T.O.R.S. INC.
1520 Senate Street, Suite 177
Columbia, SC 29201
Attn: Director of Development
WITH A COPY TO: St. Luke Reformed Episcopal Church
60 Nassau Street
Charleston, SC 29403
Attention: Pastor

The BORROWER shall notify the City of any change in the BORROWER'S address.

If this Note be placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate or bankruptcy courts, or under foreclosure proceedings under the Mortgage securing this Note, then all cost of collection, including reasonable attorney's fees of not less than ten (10%) percent of the full amount due hereon, shall be added hereto and secured and collectible as the principal hereof.

The undersigned expressly agrees jointly and severally to remain and continue bound for payment of the principal and interest provided for by the terms of this Note notwithstanding any extensions of the time, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid by virtue of the obligation to pay provided for in this Note, or any change or changes by way of release or surrender of any collateral held as security for this Note, and waive all and ever kind of notice of such extensions, change or changes and agree that the same may be made without the joinder of the undersigned. Presentment, protests, and notice are hereby waived.

It is expressly agreed and declared that this Note is given for an actual loan of One Hundred Sixty Thousand Dollars ($160,000.00).

This Note is secured by a Mortgage of even date encumbering the Property located in the City of Charleston, County of Charleston, State of South Carolina.

IN WITNESS THEREOF, the undersigned has executed this Note on this _____ day of____________, 2021.
SIGN, SEALED AND DELIVERED

IN THE PRESENCE OF:

__________________________________________
P.A.S.T.O.R.S. INC.

Witness

__________________________________________
Chairman of the Board

Witness
ADDENDUM D

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON    )

HOME PROGRAM MORTGAGE

THIS HOME PROGRAM MORTGAGE (herein the "Mortgage") is made this ___ day of
_______, 2021 between St. Luke Reformed Episcopal Church, whose address is 60 Nassau
Street, Charleston, SC 29403, a South Carolina non-profit Corporation (herein the "Mortgagor")
and the City of Charleston, whose address is City Hall, P. O. Box 304, Charleston, South Carolina
29402 (herein the "Lender").

TO SECURE to the Lender the repayment of the indebtedness evidenced by the Home
Program Promissory Note of even date herewith (herein the "Note"), a copy of which is attached
hereto as Addendum C and the terms of which are incorporated by reference herein, in the original
principal sum of One Hundred Sixty Thousand Dollars, ($160,000.00), with interest thereon, the
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the
security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor
herein contained, Mortgagor by these presents does grant, bargain, sell and release unto the
Lender, the City of Charleston, its successors and Assigns, the following real property located in
the City of Charleston, Charleston County, State of South Carolina, described in Exhibit "A",
attached hereto and incorporated by reference herein subject to the remaining terms hereof
(herein the "Property").

TOGETHER with all and singular the rights, members, hereditaments and appurtenances
to the said premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD all and singular the Property unto the said Lender, its
successors and assigns, forever, together with all the improvements now or hereafter erected on
the Property, and all easements, rights, appurtenances, rents as provided herein at the sole
election of the Lender, royalties, minerals, oil and gas rights and profits, water, water rights, water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions hereto, shall be deemed to be and remain a part of the Property encumbered by this Mortgage; and all of the foregoing are herein referred to as the "Property".

The Mortgagor covenants that the Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that the Mortgagor shall warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

The Mortgagor and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** The Mortgagor and Lender acknowledge and agree that this Mortgage is security for the obligation of the Mortgagor, to pay when due the principal and interest on the indebtedness evidenced by the Note, and the principal and interest on any other sums secured by this Mortgage.

2. **Upkeep of Property.** The Mortgagor shall keep the dwelling when constructed at the Property in good condition and repair, fully habitable and shall not remove or demolish any dwelling unit thereon. The Mortgagor shall complete or restore promptly and in good and workmanlike manner any dwelling unit which may be constructed, damaged or destroyed on the Property and to pay when due all claims for labor performed and materials furnished to the Property. The Mortgagor shall comply with all laws affecting Property or requiring any alterations or improvements to be made thereon. The Mortgagor shall not commit or permit waste thereof or permit any act thereon in violation of law.

3. **Insurance, etc.** The Mortgagor shall provide, maintain and deliver to the
Lender evidence of fire and extended coverage insurance satisfactory to and with loss payable to the Lender in the order and amount of the balance outstanding on the Note and other amounts hereby secured and in default thereof in addition to its other remedies provided herein, the Lender may procure such insurance and reimburse itself under this Mortgage for the expense thereof, with interest thereon at the Note rate from the date of its payments. And it is further agreed, in the event of other insurance and contribution between the insurers, that subject to the terms of any prior mortgage encumbering the PROPERTY, the Lender shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this Mortgage. Subject to the terms of any prior mortgage encumbering the Property, the Mortgagor shall assign to the Lender any award of damages, or portion thereof, in connection with any condemnation for public use of or injury to the Property in the same manner and with the same effect as provided for payment of proceeds of fire or other insurance.

4. **Taxes, etc.** The Mortgagor shall pay all taxes, assessments, utilities and other expenses of the Property when due and without delinquency and shall not permit any liens to be imposed on the Property by reason of any delinquency and in default thereof the Lender may in addition to its other remedies provided herein, cause same to be paid together with all penalties and costs incurred thereon, and reimburse itself under this Mortgage for sums so paid, with interest thereon at the rate from the dates of such payments.

5. **Change in Form of Ownership.** The Mortgagor shall not convert the dwelling units on the Property to condominium ownership or any form of cooperative ownership wherein sales prices are not affordable to low- or very low-income households (as these terms “affordable” and “low- or very low-income households” may be defined by the Lender or HUD).

6. **INTENTIONALLY OMITTED**

7. **Occupancy Control; Compliance with Contract.** The Mortgagor hereby covenants
and agrees that it shall demolish and construct housing at the Property for the purpose of constructing two (2) rental dwellings for persons earning sixty (60%) and below the Area Median Income. The Mortgagor further agrees that this provision, as well as all other covenants of Lender contained in this Mortgage shall be a covenant running with the land and shall be binding upon the title to the Property for the duration of this Mortgage.

8. **Affirmative Marketing Policy.** The Mortgagor agrees to comply with the Lender's Affirmative Marketing Policy for the duration of the Mortgage, which is attached hereto as Exhibit C and incorporated herein by reference.

9. **Superior liens; Subordination.** Mortgagor covenants and agrees that this Mortgage shall be a lien on the Property. Any subordination of this Mortgage to any additional mortgage or encumbrance of the Mortgagor shall be only upon the written consent of the Lender, which consent may be granted or withheld by Lender in its sole and absolute discretion.

10. **Levering.** The parties acknowledge that there is a prohibition under the HOME Program Regulations of the use of HOME funds with other federal funds in a manner that would result in excessive subsidy to the Property and the Lender has the right to review all funding for the Property to ensure that impermissible layering is not in effect. If the Lender determines that excessive, impermissible, layering is in effect, the Mortgagor agrees to the repayment of such of the HOME Program funds to bring the ratio in conformity with the HOME Program Regulations to eliminate excessive impermissible layering.

11. **Mortgagor Not Released.** Extension of the time for payment of modification or amortization of the sums secured by this Mortgage granted by the Lender to Mortgagor or any successor in interest of the Mortgagor shall not operate to release, in any manner, the obligations of the original Mortgagor and Mortgagor's successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or
otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

12. **Forbearance by Lender Not a Waiver.** Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Lender shall not be a waiver of the Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

13. **Lender as Attorney in Fact.** Subject to the terms of any prior mortgage encumbering the Property, the Mortgagor hereby appoints the Lender a true and lawful attorney in fact to manage said Property, giving and granting unto the Lender and unto its agents or attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, provided, however, that this power of attorney shall not be construed as an obligation upon the said Lender to make or cause to be made, any repairs to the Property that may be necessary. This power of attorney shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney.

14. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. **Assignment; assumption.** The Note secured by this Mortgage may not be assumed without the express written consent of the Lender. If all or any part of the Property is sold or transferred by the Mortgagor without the Lender's prior written consent, the Lender may, at the Lender's option, declare, all the sums secured by the Mortgage to be immediately due and payable. The Lender may waive this provision by documenting in writing agreed to between the
Lender, Mortgagor and transferee.

16. **Successors and Assigns Bound.** The covenants and agreements herein contained shall bind, and the rights thereunder shall inure to the respective successors and assigns of the Lender and the Mortgagor, if any.

17. **Joint and Several Liability.** All covenants and agreements of the Mortgagor shall be joint and several.

18. **Captions.** The captions and headings of the paragraphs of this Mortgage are for convenience only and are not be used to interpret or define the provisions hereof.

19. **Notice.** Any notice of one party to the other shall be in writing to the parties as follows:

As to Lender:

City of Charleston
Attn: Community Development Director
City Hall
P.O. Box 304
Charleston, SC 29402

As to Mortgagor:

St. Luke Reformed Episcopal Church
Attn: Pastor or Chairman of the Board of Trustees
60 Nassau Street
Charleston, SC 29403

The Mortgagor shall notify the Lender of any change in the Mortgagor's address.

20. **Governing Law and Severability.** This Mortgage shall be governed by the laws of the State of South Carolina. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision and to this end, the provision of the Mortgage and the Note are declared to be severable.

21. **Mortgagor's Copy.** The Mortgagor shall be furnished a conformed copy of the Note and
this Mortgage. The term of this Mortgage shall be until either (a) the balance due on the Note is paid in full or (b) Thirty (30) years plus one day after the date of the Note and Mortgage, whichever occurs first; provided that the indebtedness secured hereby shall be forgiven as set forth in the Note; further provided, however, that any amounts hereafter advanced or expended by the Lender to protect its security as provided hereon, shall not be forgiven or reduced and shall be due and payable from the time they are advanced or expended; and provided further that in the event the Mortgagor defaults in any of the terms, conditions or covenants of this Mortgage or in the event the Mortgagor defaults in any of the terms, conditions or covenants of the Note secured by this Mortgage, the principal shall immediately become due and payable without further demand along with interest computed by the Note rate from the date of the event constituting breach or default with interest to continue at such rate until such time as the entire indebtedness secured by this Mortgage is fully paid and the Lender may foreclose this Mortgage by judicial proceeding and shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to reasonable attorney's fees and cost of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

23. Rights to Appoint Receiver. Should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, but subject to the terms of any prior mortgage encumbering the Property, the said Lender, Lender's heirs, successors, or assigns, shall have the right to have a Receiver appointed with power to forthwith lease out the Property if he should so elect, and who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of any rents and profits collected in accordance hereto toward the payment of the debts secured hereby.

24. Attorney's Fees. Should legal proceedings be instituted for the foreclosure of this Mortgage, or for any purpose involving this Mortgage, or should the debt hereby secured be
placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the Lender, Lender’s heirs, successors, or assigns, including reasonable attorney’s fees (of not less than eight (8%) percent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

25. **Termination of Mortgage.** When the Mortgagor, Mortgagor’s heirs, successors, executors or administrators shall pay, or cause to be paid unto the said Lender, Lender’s certain attorneys, heirs, successors or assigns the said debt, with the interest thereof, if any shall be due, and also all sums of money paid by the said Lender, Lender’s heirs, successors or assigns, according to the conditions and agreements of the said Note, and of this Mortgage and shall perform all the obligations according to the true intent and meaning of the Note and Mortgage, and the conditions thereunder written, then this Mortgage shall cease, determine and be void. Otherwise it shall remain in full force and effect in accordance with the terms of the Note and Mortgage.

26. **Riders.** The terms and conditions of any rider executed by Mortgagor and recorded together with this Mortgage shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider is a part of this Mortgage. A Hypothecation Contract Rider is attached to this Mortgage.

27. **Mortgagor’s Right to Possession.** The Mortgagor is to hold and enjoy the Property until default of payment shall be made. Upon completion of all terms and conditions of this Mortgage by the Mortgagor and upon payment of any and all balance due, the Mortgagor shall be entitled to a release and satisfaction of this Mortgage by the Lender at the Mortgagor’s own cost.

**IN WITNESS THEREOF,** the Mortgagor has executed this Mortgage this ______day of __________, 2021
Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction.

THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE PROPERTY.

SIGN, SEALED AND DELIVERED IN THE PRESENCE OF:

St. Luke Reformed Episcopal Church,
By: ____________________________
Name: __________________________
Its: Chairman of the Board

STATE OF SOUTH CAROLINA )
) COUNTY OF CHARLESTON

I, ____________________________, the undersigned Notary Public, do hereby certify that St. Luke Reformed Episcopal Church, by ____________________________, personally appeared before me this day and acknowledged the due execution of the forgoing instrument.

Witness my hand and official seal this ______ day of ____________, 2021.

_______________________________
Notary Public
State of South Carolina
My Commission Expires: _____________
EXHIBIT A

(Legal Description of the Property)
EXHIBIT B

AFFORDABLE HOUSING RESTRICTIVE COVENANTS

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

RESTRICTIVE COVENANTS

WHEREAS, St. Luke Reformed Episcopal Church, a South Carolina nonprofit corporation, owns fee simple title to those certain parcels of land located in the City of Charleston, County of Charleston, State of South Carolina, described as follows: Tax Map No.4590902102, with a street address of 60 Nassau Street, being more particularly described on Exhibit A attached hereto and incorporated herein by reference (together with any improvements now or hereafter located thereon, the "Property").

WHEREAS, P.A.S.T.O.R.S. INC. intends to construct, or cause to be constructed, two one bedroom apartments on the Property for rent to persons or households earning sixty percent (60%) and below the Area Median Income (as discussed below), together with related utilities, infrastructure, and personal property, all as more particularly set forth hereinbelow (collectively, the "Project");

WHEREAS, the City of Charleston (the "City") has applied for and received funds from the United States Government under Title 11 of the National Affordable Housing Act of 1992 (the "Act");

WHEREAS, in order to finance a portion of the cost of the Project, P.A.S.T.O.R.S. INC has applied for access to funds held by the City under the Act totaling $160,000.00 (the "Funds");

WHEREAS, pursuant to the terms of that certain (i) CONTRACT BETWEEN THE CITY OF CHARLESTON AND P.A.S.T.O.R.S. INC. FOR HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS the City has agreed to make the Funds available to P.A.S.T.O.R.S. INC, via a loan (the "Loan") totaling $160,000.00, which Loan is evidenced by a Home Program Promissory Note (the "Note") and a Home Program Mortgage (the "Mortgage") from P.A.S.T.O.R.S. INC and St. Luke Reformed Episcopal Church to the City, which Mortgage is recorded simultaneously herewith;

WHEREAS, the Loan Agreements require that the Property be subjected to certain restrictions regarding the future use of the Property; and

WHEREAS, the City desires to evidence such restrictions by recording these Restrictive Covenants (the "Restrictive Covenants").

NOW, THEREFORE, IN CONSIDERATION OF the benefits to P.A.S.T.O.R.S. INC and St. Luke Reformed Episcopal Church set forth in the Loan Agreement and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by P.A.S.T.O.R.S. INC.

HSB 6531982 v.4
and St. Luke Reformed Episcopal Church, P.A.S.T.O.R.S. INC. and St. Luke Reformed Episcopal Church hereby declares as follows:

1. The above recitals are incorporated into the operative provisions of this Agreement by this reference.

2. For the entire Affordability Period (hereinafter defined) the Property shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinated and subject to the restrictions, covenants, liens and conditions set forth in these Restrictive Covenants, which restrictions, covenants, liens and conditions shall touch and concern and run with title to the Property and shall be binding on all parties having any right, title or interest in the Property, and their respective legal representatives, assignees, heirs, devisees, fiduciary representatives, successors, and assigns. Anything contained herein, or in the Note or Mortgage to the contrary notwithstanding, these Restrictive Covenants shall continue in full force and effect for a period of 30 years from the date hereof (the "Affordability Period"), without regard to payment of the Loans or discharge of the debts evidenced thereby.

3. P.A.S.T.O.R.S. INC. and St. Luke Reformed Episcopal Church hereby covenant and agrees that for the entire Affordability Period, 100% of the units in the Property shall be rented to low-and very low-income households which are families and individuals whose incomes do not exceed 60% of the Area Median Income as established by HUD.

4. P.A.S.T.O.R.S. INC. and St. Luke Reformed Episcopal Church shall not convert the dwelling units on the Property to condominium ownership or any form of cooperative ownership wherein rents are not affordable to low-or very low-income households (as these terms "affordable" and "low-or very low-income households" may be defined by the City and/or HUD).

5. P.A.S.T.O.R.S. INC. and St. Luke Reformed Episcopal Church agree only to lease the dwelling units to low-and very low-income households and further agrees not to charge any rent that is in excess of the rent allowed as "HOME Rent" under the provisions of the applicable HOME Program Regulation. P.A.S.T.O.R.S. INC. further agrees not to include in any lease any of the "prohibited lease provisions" as provided by the City and/or HUD.

6. P.A.S.T.O.R.S. INC. and St. Luke Reformed Episcopal Church shall not discriminate against or deny occupancy of any tenant or prospective tenant by reason of their receipt of, or eligibility for, housing assistance, under any Federal, State, or local housing assistance program; and not discriminate against or deny occupancy to any tenant or prospective tenant by reason that the tenant has a minor child or children who will be residing with them, unless the Property be one reserved for elderly tenants or special needs tenants as approved by the City or HUD. Additionally, P.A.S.T.O.R.S. INC. and St. Luke Reformed Episcopal Church shall be responsible for renting the units in the Property without regard to race, color, religion, sex, national origin, age or handicap of the tenant.

7. Intentionally Omitted.

8. P.A.S.T.O.R.S. INC. and St. Luke Reformed Episcopal Church covenants and agrees that for the entire Affordability Period, only "affordable rents" as determined by HUD shall
be charged for the rental of the units in the Property. P.A.S.T.O.R.S. INC. must annually verify the tenant’s income and also sign a recertification that the incomes have been verified.


10. The invalidity or unenforceability of any provision of these Restrictive Covenants shall not affect the other provisions hereof, and these Restrictive Covenants shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

11. The City is the intended beneficiary of these Restrictive Covenants and shall have the full right of enforcement of the terms hereof.

***Remainder of Page Intentionally Left Blank***

[Signature on Following Page]
IN WITNESS WHEREOF, P.A.S.T.O.R.S. INC. in the United States of America has executed these Restrictive Covenants this _____ day of ______ 2021.

SIGN, SEALED AND DELIVERED
IN THE PRESENCE OF:

________________________________________
Witness 1

________________________________________
Witness 2

P.A.S.T.O.R.S. INC.
a South Carolina nonprofit corporation

________________________________________
By:
Its:

I Attest:

SIGN, SEALED AND DELIVERED
IN THE PRESENCE OF:

________________________________________
Witness 1

________________________________________
Witness 2

St. Luke Reformed Episcopal Church
a South Carolina nonprofit corporation

________________________________________
By:
Its:

I Attest:

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that ________________, the Chief Executive Officer of P.A.S.T.O.R.S. INC. a South Carolina nonprofit corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my Hand and Official Seal this the _____ day of ____________ 2021.

________________________________________
Notary Public for South Carolina
My Commission Expires: ________________
Exhibit C

HOME Program
Affirmative Marketing Policy

Statement of Policy

In accordance with the regulations outlined in the HOME Program's Affirmative Marketing (92.351) and Equal Opportunity and Fair Housing (92.350) sections of the HUD Federal Register, and in furtherance of the City of Charleston’s commitment to non-discrimination and equal opportunity in housing, the City of Charleston establishes procedures to affirmatively market units constructed or rehabilitated under the HOME Program. These procedures are intended to further the objectives of Title VI of the Civil Rights Act of 1968, Executive Order 11063 and the City of Charleston’s local Fair Housing Ordinance.

The City shall also ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or handicap be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds.

It is the affirmative marketing goal of the City of Charleston to assure that individuals who normally might not apply to purchase newly constructed or rent vacant rehabilitated units because of their race or ethnicity:

- know about vacancies,
- feel welcome to apply, and/or
- have the opportunity to purchase or rent the units.

The City of Charleston is committed to the goals of affirmative marketing which shall be implemented in the HOME Program through a specific set of steps that the City and program participants shall follow. These goals shall be reached through the following procedures:

1. Information. All brochures and other printed materials produced by or for the City in order to publicize the HOME Program shall contain information on the applicability of federal Fair Housing laws and of this policy on all HOME projects. All public announcements shall mention the applicability of fair housing standards to the program. Groups with a known or anticipated interest in fair housing or the HOME program shall be provided with information copies of all printed materials and releases.

2. Requirements. Property owners and their managing agents, if applicable, who apply for funds under the HOME Program through the City shall be required to adhere to the information standards of the preceding paragraph as they apply to the marketing program or tenant-seeking efforts of the owner or manager of the rental project in question. The City shall arrange with the Housing Authority of the City of Charleston to offer appropriate assistance to affected owners and managers in their marketing programs, as well as offer its own assistance. This shall be done in order to inform and solicit rental applications from perspective tenants in the housing market area who are not likely to apply for the housing without special outreach efforts. The City of Charleston shall require that the property owners
selected for participation in the program comply with affirmative marketing requirements by means of an agreement which shall be applicable for the life of the subsidy. Failure to carry out the Contract could make an owner ineligible to participate in the program with future projects as well as cause the HOME Subsidy Note to become immediately due and payable. Owners or rental properties newly constructed or rehabilitated under this program shall be responsible for renting assisted units without regard to race, color, religion, sex, national origin, age, or handicap of the tenant. Additionally, property owners shall agree to carry out an affirmative marketing program to attract tenants of all groups. Such a program shall typically involve publicizing to minority persons the availability of housing opportunities through the type of media customarily utilized and by using the "Equal Housing Opportunity" logo.

3. **Records.** Chronological records by project shall be kept by the City regarding efforts by the owners, managers, Housing Authority, and the City to market vacant units according to affirmative marketing standards. The owner, or manager as applicable, shall be required to keep records of the following tenant characteristics of households filling vacant units subject to this marketing system.

   1.) Name the tenant
   2.) Annual income of tenant
   3.) Race and ethnicity of tenant
   4.) Household family size
   5.) Rent charged
   6.) Elderly, blind or handicap
   7.) Gender of head of household

Such records shall also include:

- Copies of advertisements placed in the local newspapers.
- Owner's involvement with the local public housing authority.

4. **Assessment of Effort.** The advertising and marketing programs owners and managers of affected dwelling units shall be monitored to ensure: 1) compliance with the information standard, 2) cooperation with the Housing Authority in outreach programs, and 3) accuracy of record-keeping regarding new occupancies of vacant units. In situations where the owners or managers fail to keep a reasonable standard of compliance with the system, those responsible shall be informed of the deficiencies and offered the opportunity to correct problems. City staff shall discuss way to improve owners' efforts prior to taking corrective actions. If owners continue to fail to meet the affirmative marketing requirements, the City of Charleston, after fair warning and an opportunity to correct identified deficiencies, may disqualify an owner from further participation in future HOME programs administered by the City.
Prohibited Provisions in Tenant Leases

The lease between the owner and tenant in a HOME-assisted property cannot contain any of the following provisions:

- **Agreement to be sued.** Agreement by the tenant to be sued, admit guilt, or consent to a judgment in favor of the owner in a lawsuit brought in connection with the lease.

- **Agreement regarding treatment of property.** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to tenant and a court decision on the rights of the parties. This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out. The owner may dispose of personal property in accordance with state law.

- **Agreement excusing the owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for actions or failure to act, whether intentional or negligent.

- **Waiver of notice.** Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.

- **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties.

- **Waiver of a jury trial.** Agreement by the tenant to waive any right to a jury trial.

- **Waiver of right to appeal a court decision.** Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge in court a decision in connection with the lease.

- **Agreement to pay legal costs, regardless of outcome.** Agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins the court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
HOME RENTAL PROGRAM
CERTIFICATIONS AND REQUIREMENTS

Annual Verification and Re-certification of Tenant Income

I/We understand that it is the borrower's responsibility to annually verify the incomes of the occupants of each "HOME-assisted" unit and to also certify in writing that the "HOME-assisted" units' tenants' incomes are in compliance with the HUD regulations. The verified initial incomes of tenants must not exceed sixty percent (60%) of the area median income (please see attached income limits chart). In the event that a tenant's income increases and exceeds eighty percent (80%) of the area median income, the tenant shall be allowed to remain in the unit provided the "over-income tenant" pays no less than thirty percent (30%) of their adjusted monthly income for rent and utilities. Additionally, the first subsequent "HOME-assisted" unit which becomes vacant must be leased to another eligible tenant at a low or high HOME rent (whichever is appropriate) to replace the over-income unit.

__________

Initials

Annual Rent Reviews

I/We understand that I/we shall be required to annually re-examine rents charged to the "HOME-assisted" units to ensure that the rents charged do not exceed the maximum HUD rent control limits. I/We also understand that HUD may change the rents at any time, and HUD may also adjust the rents up or down on an annual basis. The adjusted rent limits shall be made available by the City.

__________

Initials

Lease Prohibitions

I/We certify that we have received a copy of the prohibited lease provisions and agree not to include any of the prohibited lease provisions in the lease agreement with tenants occupying the "HOME-assisted" units.

__________

Initials

Annual Housing Quality Standards Inspections

I/We understand that the City shall be required to make annual inspections to ensure that the "HOME-assisted" units are being properly maintained and meet, at minimum, the City's Housing Quality Standards (HQS). If it is determined by the City that the units do not meet the City's HQS, I/we shall immediately upon notification make the necessary repairs in order to be in compliance.
with the City's HQS

Initials

Affirmative Marketing Policy
I/we hereby verify that I/we have received, read, and understand the City of Charleston's Affirmative Marketing Policy, and we further agree to abide by the requirements as set forth in the policy.

Initials

Layering and Future Federal Subsidy Waiver
I/we acknowledge that the City is required to ensure that excessive federal funds have not been awarded to the project. As a result, the City has the right to, at any time before or after the loan closing, review the funding sources and uses to ensure that layering is not in effect. I/we understand that by accepting the HOME Program subsidy, I/we are waiving the right to apply for future federal assistance for the rehabilitation of the property during the term of the HOME Rental Program.

Initials

Agreement

I/we agree to all the before-mentioned certifications and requirements and understand that these requirements shall remain in effect the full term of the loan as indicated on the note and mortgage. I/we further agree to adhere to any subsequent policies and or regulations as established by the City or HUD in order to remain in compliance with the rules and regulations which govern the HOME Rental Program.

BORROWER

DATE

CO-BORROWER

DATE
ADDENDUM E

HYPOTHECATION CONTRACT RIDER
TO HOME PROGRAM MORTGAGE
FROM
St. Luke Reformed Episcopal Church ("Mortgagor")
TO
CITY OF CHARLESTON ("Lender")

The Home Program Mortgage ("Mortgage") given by Mortgagor to Lender dated ________________, 2021, is in the form of hypothecated security in that it is given to secure the debt of another, to wit: the indebtedness evidenced by the Note dated as of ________________, 2021 in the original principal amount of $160,000.00 (as may be amended from time to time, the "Note"), which was made and delivered by P.A.S.T.O.R.S. INC., a South Carolina nonprofit corporation ("Borrower"), to and for the benefit of Lender. Mortgagor represents and warrants that it will derive a material benefit from the Lender's loan to Borrower and agrees that such benefit is sufficient consideration to support the Mortgage. In the event of a default by Borrower under the Note, Mortgagor expressly covenants and agrees that Lender shall be entitled to exercise all rights and remedies set forth in the Mortgage and as otherwise permitted by law, including, without limitation, foreclosure of the encumbered property. The foregoing provisions are made by Mortgagor as an inducement to Lender to make the Borrower's loan secured hereby.

WITNESSES:

MORTGAGOR:

St. Luke Reformed Episcopal Church
a South Carolina nonprofit corporation

By: ________________________________

Name: ______________________________

Its: ________________________________

STATE OF SOUTH CAROLINA   
COUNTY OF CHARLESTON   

ACKNOWLEDGMENT

The undersigned Notary Public does hereby certify that St. Luke Reformed Episcopal Church, a South Carolina nonprofit company, by ________________________________, its ________________________________, did personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal this ___________ day of __________________, 2021.

Notary Public for South Carolina
My Commission Expires: ___________
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Geona Shaw Johnson DEPT. Housing & Community Dev
SUBJECT: AMENDMENT TO AGREEMENT WITH TERRACON CONSULTANTS, INC.

REQUEST: Request the Mayor and City Council approve a third amendment to the City’s Agreement with Terracon Consultants, Inc. The amendment provides a $60,000 increase in funding available to facilitate environmental reviews on the City’s scheduled affordable housing developments and rehabilitation projects in 2021. Environmental reviews are required by HUD to facilitate action on each of the additional affordable housing developments and rehabilitation projects.

COMMITTEE OF COUNCIL: Ways and Means DATE: May 11, 2021

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

<table>
<thead>
<tr>
<th>Housing &amp; Cmty Dev</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation Counsel</td>
<td>x</td>
<td>x</td>
<td>Geona Shaw Johnson</td>
<td>x</td>
</tr>
</tbody>
</table>

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

If yes, provide the following: Dept./Div.: HCD Account #: 456003-52206

Balance in Account $20,225 Amount needed for this item $60,000

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

NEED: Identify any critical time constraint(s).

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.
July 14, 2020

Terracon Consultants, Inc.
1450 Fifth Street West
North Charleston, SC 29405
Attention: Andy Ruocco
Environmental Department Manager

Dear Mr. Ruocco:

Enclosed please find three (3) copies of a contract amendment that extends the contract an additional year to furnish Environmental Review Services. Please execute this amendment and return two original copies to my attention at the address below.

Your prompt attention to this matter is appreciated. Please call me at (843) 965-4184 with any comments or questions.

Sincerely,

Ann C. Jones
Contract Coordinator

Enclosure
STATE OF SOUTH CAROLINA )
County of Charleston )
City of Charleston )

SECOND AMENDMENT
TO AGREEMENT

THIS AMENDMENT TO AN AGREEMENT is entered into the 14th day of
July 2020, by and between the City of Charleston, (hereinafter referred to as “the
City”) and Terracon Consultants, Inc., the address of which is 1450 Fifth Street West,
North Charleston, SC 29405 (hereinafter referred to as the “Contractor”).

WHEREAS, the parties entered into an agreement dated September 20, 2018
whereby the Contractor agreed to furnish Environmental Review Services in accordance
with Solicitation #18-P030R for a term of one (1) year with four (4) one year
extensions.

WHEREAS, now the parties wish to extend the contract for an additional one-year
period beginning on September 20, 2020 and ending on September 19, 2021.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties
hereby agree as follows:

1. The Agreement has been extended for an additional year beginning on
September 20, 2020 and ending on September 19, 2021.
2. In all other respects, the agreement heretofore entered into by and between the
parties remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the City hereto has executed this Amendment under
their seal and in the City of Charleston, the one year first written above.

WITNESSES FOR CONTRACTOR:

Name

Principal

Title

Date

WITNESS FOR THE CITY:

Name

Procurement Director

Title

Date

TERRACON CONSULTANTS, INC.

Name

Principal

Title

Date
STATE OF SOUTH CAROLINA )
) COUNTY OF CHARLESTON )
) THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT is entered into this ____ day of May, 2021 by and between the City of Charleston (hereinafter the "City") and Terracon Consultants, Inc., the address of which is 1450 Fifth Street West, North Charleston, SC 29405 (hereinafter the "Contractor").

WHEREAS, the parties entered into an Agreement dated September 20, 2018 whereby the Contractor agreed to furnish Environmental Review Services in accordance with Solicitation #18-P030R for $39,000 per year for a term of one (1) year with four (4) one year extensions; and

WHEREAS, the parties executed an Amendment to Agreement dated January 17, 2019, to increase the yearly contract amount by $22,000 for a total of $61,000 per year, as approved by City Council on December 18, 2018; and

WHEREAS, the parties executed a Second Amendment to Agreement dated July 14, 2020 to extend the length of the agreement for an additional one-year period beginning on September 20, 2020 and ending on September 19, 2021; and

WHEREAS, now the parties desire to further amend the Agreement to increase the yearly contract amount for the September 20, 2020 to September 19, 2021 term by $60,000 for a total of $121,000, as approved by City Council on May 11, 2021.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereby agree as follows:

1. It is expressly agreed and understood that the total amount to be paid by the City of Charleston for the term beginning on September 20, 2020 and ending on September 19, 2021 shall not exceed One Hundred Twenty-one Thousand Dollars and Zero Cents ($121,000.00) per year. Thereafter, the total amount to be paid by the City for any additional term extensions shall not exceed Sixty-One Thousand Dollars and Zero Cents ($61,000.00) per year, unless modified by written agreement between the parties.

2. In all other respects, the Agreement and First and Second Amendments entered into by and between the parties remain unmodified and in full force and effect.
IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date first above written.

WITNESSES

________________________________________
Date:  

________________________________________
Date:  

CITY OF CHARLESTON

By:  
John J. Tecklenburg
Its:  Mayor
Date:  

TERRACON CONSULTANTS, INC.

By:  
NAME
Its:  Principal
Date:  

STATE OF SOUTH CAROLINA  
County of Charleston  
City of Charleston  

AMENDMENT  
TO AGREEMENT  

THIS AMENDMENT TO AN AGREEMENT is entered into the 17th day of January 2019, by and between the City of Charleston, (hereinafter referred to as “the City”) and Terracon Consultants, Inc., the address of which is 1450 Fifth Street West, North Charleston, SC 29405 (hereinafter referred to as the “Contractor”).

WHEREAS, the parties entered into an agreement dated September 20, 2018 whereby the Contractor agreed to furnish Environmental Review Services in accordance with Solicitation #18-P030R for a term of one (1) year with four (4) one year extensions.

WHEREAS, now the parties wish to increase the yearly contract amount by $22,000.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereby agree as follows:

1. The Agreement has been increased from $39,000 per year to $61,000 per year effective December 18, 2018.

2. In all other respects, the agreement heretofore entered into by and between the parties remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the City hereto has executed this Amendment under their solicitation the day and year first written above.

WITNESSES FOR CONTRACTOR:  

[Signature]
Name

TERRACON CONSULTANTS, INC.

[Signature]
Name
Title
Date

WITNESS FOR THE CITY:  

[Signature]
Name

CITY OF CHARLESTON

[Signature]
Name
Title
Date
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Geona Shaw Johnson DEPT: Housing & Community Dev.
SUBJECT: ENVIRONMENTAL REVIEW RECORD
REQUEST: Approval to amend the existing contract by increasing the amount
Of the Terracon Consultants, Inc. contract from $39,000.00 to
$61,000.00.

COMMITTEE OF COUNCIL: Ways & Means DATE: December 18, 2018

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

Corporate Counsel [ ] Yes [ ] N/A Signature of Individual Contacted [ ]
Cap. Proj. Cmte. Chair [ ] Yes [ ] N/A [ ]
Housing & Community [X] Yes [ ] N/A [ ]
Procurement Director [X] Yes [ ] N/A [ ]

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

If yes, provide the following: Dept./Div.: 456002 Account #: 52206
Balance in Account Amount needed for this item $22,000.00

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:

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  

COUNTY OF CHARLESTON  

AGREEMENT BETWEEN THE CITY OF CHARLESTON  
AND TERRACON CONSULTANTS, INC. FOR  
ENVIRONMENTAL REVIEW SERVICES  

THIS AGREEMENT is entered into this 20th day of September, 2018, between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as “the City”), and Terracon Consultants, Inc. (hereinafter referred to as the “Contractor”).

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the Environmental Review Services in accordance with Solicitation 18-P030R. All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #18-P030R (the “Request for Proposal”)
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor’s Proposal & Cost Proposal

1. The Contractor shall diligently and in a professional and timely manner perform the services as described and set forth in Exhibit A, Exhibit B and Exhibit D as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the services pertaining to this Agreement.

2. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality services to the City in accordance with this Agreement.

3. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit D. No additional work shall be performed unless requested by the City, Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor’s performance of such requested additional work.

4. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.
§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $39,000.00 (Thirty-Nine Thousand Dollars and Zero Cents) per year to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, D and E. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended
Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.
§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit C.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefor.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.
§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:  
City of Charleston  
John J. Tecklenburg  
Mayor  
PO Box 304  
Charleston, SC 29402

To:  
Terracon Consultants, Inc.  
Andy Ruocco  
Environmental Department Manager  
1450 Fifth Street West  
North Charleston, SC 29405

With copies to:

City of Charleston  
Legal Department  
50 Broad Street  
Charleston, SC 29401

City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, SC 29401

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City's Procurement Director shall make all change orders to this Agreement in writing. The City shall not be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of
§16. PUBLICITY RELEASES

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. 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.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all subcontractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.
§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the “SCDRT”). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

The Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of the Contractor’s failure to pay any tax of any type due in connection with this Agreement.
IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

Cherelle Singleton

Date: 9-20-2018

Amy Wharton
Chief Financial Officer
Date: 9/20/18

Name

Date: 9-20-2018

WITNESSES FOR VENDOR:

Name

Date: 9/6/18

Shelley Holcomb

Date: 9-6-18
TO: John J. Tecklenburg, Mayor
FROM: Geona Shaw Johnson DEPT. Housing & Community Dev
SUBJECT: APPLICATION TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), HEALTHY HOMES DIVISION IN THE AMOUNT OF $1,250,000.00 FOR THE OLDER HOMES MODIFICATION GRANT

REQUEST: Request the Mayor and City Council approve submission of an application to the Department of Housing and Urban Development (HUD), Healthy Homes Division for an Older Homes Modification Grant in the amount of $1,250,000.00 that will provide maintenance and modification services to persons 62 years of age and older, earning eighty (80%) percent and below the Area Median Income (AMI). The services will allow elderly persons who own their homes to secure modifications that will assist them with aging in place. The goal is to complete 150 homes over three (3) years; investing $5k per home. Partners who will implement the modification services include Operation Home, Charleston Habitat for Humanity and the Sustainability Institute. No match is required.

COMMITTEE OF COUNCIL: Ways and Means DATE: May 11, 2021

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

<table>
<thead>
<tr>
<th>Department</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing &amp; Cmty Dev</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Corporation Counsel</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></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.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Geona Shaw Johnson DEPT. Housing &Community Dev
SUBJECT: APPLICATION TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), HEALTHY HOMES DIVISION IN THE AMOUNT OF $1,250,000.00 FOR THE OLDER HOMES MODIFICATION GRANT

REQUEST: Request the Mayor and City Council approve submission of an application to the Department of Housing and Urban Development (HUD), Healthy Homes Division for an Older Homes Modification Grant in the amount of approximately $1,250,000.00 that will provide maintenance and modification services to persons 62 years of age and older, earning eighty (80%) percent and below the Area Median Income (AMI). The services will allow elderly persons who own their homes to secure modifications that will assist them with aging in place. The goal is to complete 150 homes over three (3) years; Investing $5k per home. Partners who will implement the modification services include Operation Home, Charleston Habitat for Humanity and the Sustainability Institute. No match is required.

COMMITTEE OF COUNCIL: Ways and Means DATE: May 11, 2021

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

Housing & Cnty Dev Yes N/A Signature of Individual Contacted Attachment
Corporation Counsel
Grants Compliance Manager

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☑
If yes, provide the following: Dept./Div.: Account #:
Balance in Account Amount needed for this item

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

NEED: Identify any critical time constraint(s).

CFO's Signature:

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.
MEMORANDUM

To: Mayor John J. Tecklenburg and Charleston City Council

From: Geona Shaw Johnson, Director, Department of Housing and Community Development

Re: Older Adults Home Modification Grant Proposal

Date: May 4, 2021

Department of Housing and Community Development request the Mayor and City Council approve submission of an application to the Department of Housing and Community Development (HUD), Healthy Homes Division for an Older Adult Homes Modification Grant in the amount of approximately $1,250,000.

The Older Adults Home Modification Grant will allow the City to launch a program that will help enable low-income elderly persons to remain in their homes through low-cost, low barrier, high impact home modifications to reduce older adults’ risk of falling, improve general safety, increase accessibility, and to improve their functional abilities in their home. This will enable older adults to remain in their homes, or “age in place,” rather than move to nursing homes or other assisted care facilities.

By partnering with local non-profits and occupational therapists, the City of Charleston’s goal is to assist 150 homeowners over the next three years. The average assistance per household would be $5,000. The types of assistance provided would include installation of ramps, grab bars, anti-slip flooring, raised toilet seats, etc.

Assistance would be provided to persons 62 years of age and older, earning eighty (80%) and below the Area Median Income (AMI).
A successful application would provide funding to allow the City to hire a Program Manager who would manage the day-to-day operations of the program. Existing Rehabilitation staff in the Department of Housing and Community Development would also assist in administering the program.

Partners who will implement the modification services include Operation Home, Charleston Habitat for Humanity, and the Sustainability Institute. The program would also utilize the services of three Occupational Therapists to determine any necessary improvements at each household.

The estimated project start date under this program is July 19, 2021. The estimated project end date is July 19, 2024.

Funding of approximately $30,000,000 is available through this Notice of Funding Availability (NOFA). HUD expects to make approximately 30 awards from the funds available under this NOFA. No match is required for this grant proposal.

GSJ
TO: John J. Tecklenburg, Mayor
FROM: Matt Fountain / Andrew Jones DEPT. Stormwater Management
SUBJECT: HUD CDBG MIT GRANT AWARD – EHRHARDT ST. SHAFT PROJECT

REQUEST: Approval of a HUD CDBG MIT Grant Agreement for the Ehrhardt St. Shaft Project to assist in mitigating flooding in the Charleston Medical District by connecting a tunnel to President and Cannon St. tunnels. Award amount of $9,964,190.00 with a City match of $4,246,646.00 for a total funding of $14,209,836.00.

COMMITTEE OF COUNCIL: Ways & Means DATE: May 11, 2021

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

CPR Committee Chair N/A Signature of Individual Contacted Attachment
Corporate Counsel X
Dir. of SW Management X
MBE Manager

FUNDING: Was funding previously approved? Yes □ No □ N/A □
If yes, provide the following: Dept/Div SW Mgmt-Proj. Mgmt Acct #
Balance in Account $4,245,646.00 Amount needed for this item $4,245,646.00

NEED: Identify any critical time constraint(s).

CFO’s Signature: Wanton, Dep’t CFO for Anywater CFO

FISCAL IMPACT: A City match of $852,903.00 will come from previously leveraged design costs and the remaining $3,392,743.00 will come from the Drainage Fund.

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.
TO: John J. Tecklenburg, Mayor
FROM: Matt Fountain / Andrew Jones
DEPT. Stormwater Management
SUBJECT: HUD CDBG MIT GRANT AWARD – EHRHARDT ST. SHAFT PROJECT

REQUEST: Approval of a HUD CDBG MIT Grant Agreement for the Ehrhardt St. Shaft Project to assist in mitigating flooding in the Charleston Medical District by connecting a tunnel to President and Cannon St. tunnels. Award amount of $9,964,190.00 with a City match of $4,245,646.00 for a total funding of $14,209,836.00.

COMMITTEE OF COUNCIL: Ways & Means
DATE: May 11, 2021

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

<table>
<thead>
<tr>
<th>Coordination</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPR Committee Chair</td>
<td>☑️</td>
<td>☐️</td>
<td>[Signature]</td>
<td>☐️</td>
</tr>
<tr>
<td>Corporate Counsel</td>
<td>☑️</td>
<td>☐️</td>
<td>[Signature]</td>
<td>☐️</td>
</tr>
<tr>
<td>Dir. of SW Management</td>
<td>☑️</td>
<td>☐️</td>
<td>[Signature]</td>
<td>☐️</td>
</tr>
<tr>
<td>MBE Manager</td>
<td>☐️</td>
<td>☐️</td>
<td>[Signature]</td>
<td>☐️</td>
</tr>
</tbody>
</table>

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

If yes, provide the following: Dept/Div SW Mgmt-Proj. Mgmt Acct # *

Balance in Account $4,245,646.00 Amount needed for this item $4,245,646.00

NEED: Identify any critical time constraint(s).

CFO’s Signature: [Signature]

FISCAL IMPACT: A City match of $352,903.00 will come from previously leveraged design costs and the remaining $3,392,743.00 will come from the Drainage Fund.

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.
April 16, 2021

John Tecklenburg, Mayor
City of Charleston
8 Broad Street
Charleston, SC 29401

RE: MITIGATION INFRASTRUCTURE PROJECT PROPOSAL

Dear Mayor Tecklenburg,

The South Carolina Office of Resilience (SCOR) has reviewed your project proposal for the Ehrhardt Drainage Project, and, as required, submitted the project for approval or denial to the South Carolina Disaster Recovery Steering Committee. I am pleased to notify you that the Ehrhardt Drainage Project been selected for a Mitigation Infrastructure grant award of $9,964,190.

This award is being made in accordance with Public Law 115-123 (the Appropriations Act) and the Federal Register Notice dated 30 August 2019, at 84 FR 45838, whereby the U.S. Department of Housing and Urban Development ("HUD") has awarded $157,590,000 in Community Development Block Grant-Mitigation (CDBG-MIT) funds to the State of South Carolina. These funds are intended to provide financial assistance for mitigation activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.

The Subrecipient Agreement between SCOR and the City of Charleston is attached for the City’s signature. Please review and sign the enclosed agreements and return them to my office.

A Draft Resolution is also attached for the City’s use in passing a resolution for acknowledging the City’s obligation to own and maintain the improvement. Please send the City’s signed resolution to my office.

The City of Charleston must take ownership and maintain the completed drainage improvements in perpetuity.
At no time will Eminent Domain powers be applicable to this project. As stated earlier, the City of Charleston must take ownership and maintain the completed drainage improvements in perpetuity.

Thank you for the time and effort expended by your office in the preparation of your successful proposal. We look forward to working in partnership with you to successfully implement and complete these infrastructure projects. Please sign the acknowledgement at the end of this document and return it to my office.

Sincerely,

[Signature]

Benjamin I Duncan II
Chief Resilience Officer

ACKNOWLEDGED AND AGREED

The City of Charleston will fully cooperate with the South Carolina Office of Resilience in the implementation and execution of the Mitigation Infrastructure Project. The City of Charleston agrees that it will take ownership of the drainage improvements in perpetuity.

______________________________  ______________________________
John Tecklenburg, Mayor          Date
City of Charleston
RESOLUTION NO. XXX

A RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT- MITIGATION (CDBG-MIT) SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF CHARLESTON AND THE SOUTH CAROLINA DISASTER RECOVERY OFFICE TO FUND AN INFRASTRUCTURE IMPROVEMENT PROJECT THAT WILL MITIGATE THE IMPACT OF FUTURE DISASTERS.

WHEREAS, the City of Charleston recognizes the threat that flooding poses to the City; and

WHEREAS, the City of Charleston has a proposed flood mitigation project called the Erhardt Tunnel Project; and

WHEREAS, the City of Charleston anticipates receiving $9,964,190 in CDBG-Mitigation funds from the South Carolina Disaster Recovery Office to carry out mitigation activities in a timely manner; and

WHEREAS, the City of Charleston will continue to participate in updating the South Carolina Disaster Recovery Office throughout the duration of the grant; and

WHEREAS, the City of Charleston acknowledges and accepts responsibility for the management and monitoring of contractors and their respective projects; and

WHEREAS, the City of Charleston acknowledges and accepts ownership and responsibility for the ongoing operation and maintenance for the life of the improvement; and

WHEREAS, the City of Charleston will uphold these infrastructure improvements in a manner that conforms to all health and safety requirements;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Charleston, South Carolina this ___ day of ________, 2021, that the City of Charleston respectfully accepts funding provided by the South Carolina Disaster Recovery Office through the Community Development Block Grant-Mitigation to fund infrastructure improvements that will mitigate the impact of future flooding.

BE IT FURTHER RESOLVED that the City of Charleston respectfully accepts responsibility for completion of the Project, any defects or failures, and the long-term maintenance after completion.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR, the ____ day of ______, 2021.

_________________________________
Mayor

_________________________________
City Council
Grant Agreement Cover Sheet

Cost reimbursement grant agreement between the South Carolina Office of Resilience Disaster Recovery Division (SCOR DRD) and City of Charleston

<table>
<thead>
<tr>
<th>Begin Date:</th>
<th>End Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2021</td>
<td>August 31, 2023</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subrecipient Legal Entity Name:</th>
<th>Grant ID:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Charleston</td>
<td>IP-20-1000-01</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding:</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>State</td>
<td>Federal</td>
<td>City of</td>
<td>TOTAL AGREEMENT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Charleston</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>Ehrhardt Drainage</td>
<td>$0</td>
<td>$9,964,190</td>
<td>$4,245,646</td>
<td>$14,209,836</td>
</tr>
<tr>
<td>Total:</td>
<td>$0</td>
<td>$9,964,190</td>
<td>$4,245,646</td>
<td>$14,209,836</td>
</tr>
</tbody>
</table>

**SCOR Chief Resilience Officer:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

________________________________________  __________________________
SCOR Chief Resilience Officer              Date
GRANT AGREEMENT
BETWEEN THE STATE OF SOUTH CAROLINA
OFFICE OF RESILIENCE DISASTER RECOVERY DIVISION AND
CITY OF CHARLESTON

Pursuant to Public Law 115-123 (the Appropriations Act) and the Federal Register Notice dated 30 August 2019, at 84 FR 45838, the U.S. Department of Housing and Urban Development ("HUD") has awarded $157,590,000 in Community Development Block Grant Mitigation (CDBG-MIT) funds to the State of South Carolina ("Grantee") for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in the South Carolina CDBG-Mitigation Action Plan (the "Action Plan"). On January 6, 2021, pursuant to Public Law 116-20 and 86 FR 5661, HUD awarded the State of South Carolina an additional $4,598,000 in CDBG-MIT funding. The State of South Carolina wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to carry out a part of the Grantee's Federal award by committing $9,964,190 of the Grantee’s Federal award, pursuant to this Subrecipient Agreement (the "Agreement").

This Subrecipient Agreement, by and between the State of South Carolina Office of Resilience (SCOR) Disaster Recovery Division (DRD) (the "State," "Grantee," "Grantor State Agency," or "SCOR DRD"), and City of Charleston (the "Subrecipient" or "Awardee"), is for the provision of improvements under the Community Development Block Grant Mitigation Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

1. SCOPE OF SERVICES AND DELIVERABLES:

1.1. The Subrecipient shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Agreement.

1.2. The Subrecipient shall utilize funds for activities in accordance with the description projects in the State of South Carolina's approved Community Development Block Grant Mitigation (CDBG-MIT) Action Plan.

1.3. The Subrecipient shall utilize funds for activities in accordance with the description of the project in the approved CDBG-MIT Subrecipient Application, attached hereto as Attachment F.

1.4. The Subrecipient shall complete the following deliverables during the Term:
   A. Final Design
   B. Complete Environmental Assessment Determinations and Compliance Findings for HUD-assisted projects as required by 24 CFR Part 58
   C. Permitting
   D. Successful Bid Process and Selection
   E. Construction Complete
   F. Project Closeout

1.5. The additional objectives of the project area are as follows:
   A. LMI
   B. Urgent Need

1.6. The Subrecipient shall adhere to the following deadlines for the project.
<table>
<thead>
<tr>
<th>Activity</th>
<th>Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion of Environmental Review and</td>
<td>June 2021</td>
</tr>
<tr>
<td>Permitting</td>
<td></td>
</tr>
<tr>
<td>Procurement of Bids</td>
<td>July 2021</td>
</tr>
<tr>
<td>Start of Construction</td>
<td>October 2021</td>
</tr>
<tr>
<td>Construction Completion</td>
<td>April 2023</td>
</tr>
<tr>
<td>Project Closeout</td>
<td>August 31, 2023</td>
</tr>
</tbody>
</table>

1.7. **National Objectives.** The Grantee and Awardee shall deliver projects that meet one of the CDBG-MIT Program National Objectives. All activities funded with CDBG-MIT funds must meet one of the CDBG-MIT Program’s National Objectives: benefitting Low-to-Moderate (LMI) persons or meeting Urgent Mitigation Needs.

1.8. **Prohibited Activities.** The Subrecipient may only carry out the activities described in this agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

1.9. **Record Keeping.** The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, which are pertinent to the activities to be funded pursuant to this Agreement. Such records shall include but not be limited to:
   A. Records providing a full description of each activity undertaken.
   B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-MIT program.
   C. Records required determining the eligibility of activities.
   D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-MIT assistance.
   E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-MIT program.
   G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

1.10. **Retention.** The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. The retention period begins on the date of the submission of the Grantee’s final performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for a final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

1.11. **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

1.12. **Leverage.** In addition to the amount set forth in this Agreement, the Subrecipient will add and be responsible for the expenditure of $4,245,646 Dollars and No/100 of its own or direct leverage funds as specified in the CDBG-MIT Grant Application.
1.13. **Metric Monitoring and Reporting.** The Awardee shall measure and report on its progress toward the activities and objectives described above in accordance with the terms of the CDBG-MIT grant and SCOR DRD reporting requirements.

1.14. **Final Report.** The Awardee shall provide a final end-of-project report upon completion of project within 60 days of construction completion.

1.15. **Statement of Assurances.** The Awardee agrees to comply with the Statement of Assurances, attached to this Grant Contract as Attachment C and incorporated herein by reference, and with the State's Subrecipient Grant Administration Manual which can be found at https://www.admin.sc.gov/SCDRO/MitigationProgram.

1.16. **Incorporation of Federal Award Identification Worksheet.** The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

1.17. **Incorporation of Duplication of Benefits Certification.** The Duplication of Benefits Certification, which appears as Attachment D, is incorporated in this Grant Contract.

2. **TERM OF AGREEMENT:**

2.1. This Grant Contract shall be effective for the period beginning on May 1, 2021 ("Effective Date") and ending on August 30, 2023 ("Term"). The State shall have no obligation to the Awardee for fulfillment of the Scope outside the Term. The Term can be extended by SCOR DRD.

2.2. **Federal Pre-award Authority.** The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal pre-award authority. Federal pre-award authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal pre-award authority. By accepting the terms of this Grant Contract, the Awardee acknowledges the following:

A. With regard to the Awardee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
   i. Activities that are reasonably related to the Scope of Services;
   ii. Activities in whose absence the Scope of Services could not be completed or performed; and
   iii. Activities that meet the relevant federal agency's requirements for reimbursement under federal pre-award authority.

B. The Awardee understands the federal pre-award authority system and its relation to this Grant Contract.

C. Pre-award authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Awardee will be eligible for inclusion in a federally funded project.

D. It is the Awardee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Awardee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.

E. To the extent that this Grant Contract is funded through federal pre-award authority, the State's obligations under Section 3 of this Grant Contract shall be void in the event that any of the following occur:
   i. The Awardee fails to comply with the grantor federal agency's policies and regulations;
   ii. The relevant federal agency fails or refuses to finalize a grant; or
   iii. The federal agency refuses to reimburse specific expenses incurred under pre-award authority.
3. PAYMENT TERMS AND CONDITIONS:

3.1. **Maximum Liability.** In no event shall the Maximum Liability of the Grantor State Agency under this Grant Agreement exceed $9,964,190 and no/100 ($) ("Maximum Liability"). The Grant Budget attached and incorporated as Attachment A is the maximum amount due under this Grant Agreement. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred.

3.2. **Compensation Firm.** The Maximum Liability of the Grantor State Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Agreement and are not subject to escalation for any reason unless amended, except as provided in section 3.4.

3.3. **Payment Methodology.** The Awardee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in section 3.1. Upon progress toward the completion of the Scope, as described in section 1 of this Grant Agreement, the Awardee shall submit invoices prior to any reimbursement of allowable costs. Invoices must be submitted as a part of the quarterly progress report.

3.4. **Grant Budget and Revisions to Grant Budget Line-Items.** Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget.

   A. The Awardee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars ($0.00) or increase the total Grant Agreement amount detailed by the Grant Budget.

   B. The Awardee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section 3.4.A., above, giving full details supporting the Awardee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars ($0.00) and do not increase the total Grant Agreement amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Agreement amendment.

   C. In the unlikely event of an increase in the total Grant Budget, any increase in the total Grant Agreement amount shall require a Grant Agreement Amendment.

3.5. **Disbursement Reconciliation and Close Out.** The Awardee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Agreement end date and in form and substance acceptable to the Grantor State Agency.

   A. If total disbursements by the Grantor State Agency pursuant to this Grant Agreement exceed the amounts permitted by section 3, payment terms and conditions of this Grant Agreement, the Awardee shall refund the difference to the Grantor State Agency. The Awardee shall submit the refund with the final grant disbursement reconciliation report.

   B. The Grantor State Agency shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. The Grantor State Agency will not deem any Awardee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor State Agency, and such invoices will not be paid.

   C. The Awardee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are not carried forward.
3.6. **Indirect Cost.** The Awardee may not request reimbursement for indirect costs. The State will not reimburse the Awardee for indirect costs because all costs accrued by the Awardee are classified as Activity Delivery Costs. The Awardee is not entitled to administrative costs given the design of this program.

4. **STANDARD TERMS AND CONDITIONS:**

4.1. **Required Approvals.** The Grantor State Agency is not bound by this Grant Agreement until it is signed by the agency head, or his or her designee, of the state agencies that are parties to this Grant Agreement.

4.2. **Modification and Amendment.** This Grant Agreement may be modified only by a written amendment signed by all parties and approved by the officials who approved the original Grant Agreement and, depending upon the specifics of the Grant Agreement as amended, any additional officials required by South Carolina law or regulation.

4.3. **Independent Contractor.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Awardee shall at all times remain an “Independent Contractor” with respect to the services to be performed pursuant to this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker’s Compensation Insurance, as the Subrecipient is an Independent Contractor.

4.4. **Subrecipient’s Torts. If Any.** Subrecipient agrees to be responsible for its own tort liability or losses, if any.

**Indemnification – Third Party Claims**

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, if Subrecipient contracts with any other contractor or vendor for any part of the work required under this Agreement, then the Subrecipient shall incorporate into its contract with such contractors or vendors a provision that states Subrecipient’s contractors shall defend and hold harmless both State and Subrecipient for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys’ fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the Subrecipient’s contractors’ actions or the goods or services acquired hereunder from Subrecipient’s contractors or caused in whole or in part by any act or omission of Subrecipient’s contractors, or their subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. If an Indemnatee’s negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnatee shall not be entitled to indemnification hereunder. Subrecipient’s contractors shall be given timely written notice of any suit or claim. Subrecipient’s contractors’ obligations hereunder are in no way limited by any protection afforded under workers’ compensation acts, disability benefits acts, or other employee benefit acts. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties’ agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, “Indemnities” means the State of South Carolina, its instrumentalties, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

4.5. **Insurance.**

Commercial General Liability for Awardee - The Awardee shall, at its sole cost, purchase and keep in force at all times during the term thereof, a policy or policies of insurance, issued by an insurance company of generally recognized responsibility and licensed to do business in the State of South Carolina, insuring the Awardee against all liability for property damage, environmental liability, and personal injury (including death) arising or alleged to arise out of any activity or failure to act on the part of the Awardee, its employees and agents, related to its performance under this Agreement. The Awardee shall provide the Grantee a copy of all policies of insurance required under this Agreement.
Said policy or policies shall also contain a contractual liability endorsement expressly covering the Release provisions of this Agreement. The combined single limit of liability of the aforesaid policy or policies shall not be less than One Million and No/100 ($1,000,000.00) Dollars per occurrence.

Commercial General Liability for Awardee’s Vendors or Contractors - The Awardee’s vendors or contractors shall, at their sole cost, purchase and keep in force at all times during the term hereof, a policy or policies of insurance, issued by an insurance company of generally recognized responsibility and licensed to do business in the State of South Carolina, insuring the Awardee’s vendors or contractors against all liability for property damage, environmental liability, and personal injury (including death) arising or alleged to arise out of any activity or failure to act on the part of the Awardee’s vendors or contractors, their employees and agents, related to their performance under this Agreement. The Awardee’s vendors or contractors shall provide the Awardee a copy of all policies of insurance required under this Agreement. Said policy or policies shall also contain a contractual liability endorsement expressly covering the Release provisions of this Agreement. The combined single limit of liability of the aforesaid policy or policies shall not be less than Five Million and No/100 ($5,000,000.00) Dollars per occurrence.

Information Security - Without limiting any other obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, a policy or policies of insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees, subcontractors or any other entity for which the contractor is legally responsible.

(a) Coverage must include claims for:
(i) information security risks, including without limitation, failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;
(ii) privacy risks, including (A) failure to properly handle, manage, store, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss or disclosure of confidential information; and (C) any form of invasion, infringement or interference with rights of privacy, including breach of security/privacy laws or regulations;
(iii) contractual liability for the contractor’s obligations described in the clauses titled “Indemnification - Third Party Claims – Disclosure Of Information” and “Information Use And Disclosure;” and
(iv) errors, omissions, or negligent acts in the performance, by the contractor or by any entity for which the contractor is legally responsible, of professional services included in the work.

(c) If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for actual or alleged infringement of intellectual property rights, invasion of privacy, as well as advertising, media and content offenses.

(d) If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and/or content (with the exception of patent infringement and misappropriation of trade secrets)

(e) Coverage shall have limits no less than one million ($1,000,000.00) dollars per occurrence and five million ($5,000,000.00) dollars aggregate.

(f) If the insurance required by this clause is procured on a form affording “claims-made” coverage, then (i) all limits stated above as “per occurrence” shall be understood to mean “per claim” or “per occurrence,” as is consistent with the terms of the “claims-made” policy; and (ii) such claims-made insurance shall provide for a retroactive date no later than the date the contract is awarded.

(g) All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, contractor shall maintain in force and effect any “claims-made” coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or “tail coverage,” if necessary, to comply with the latter requirement.

(h) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the policy or policies of insurance required by this clause.

(i) For any claims related to this contract, the insurance coverage required by this clause shall be primary insurance as respects the Awardee, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance
maintained by the Awardee, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor’s insurance and shall not contribute with it.

(j) Prior to commencement of the work, the Contractor shall furnish the Awardee with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Awardee reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.

(k) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the Awardee immediately upon receiving any information that any of the coverages required by this clause are or will be changed, cancelled, or replaced.

(l) Contractor hereby grants to the Awardee and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Awardee or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance as is required by this clause. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Awardee or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(m) Any deductibles or self-insured retentions must be declared to and approved by the Awardee. The Awardee may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. [07-7B058-1]

4.6. Workers’ Compensation. The Awardee shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

4.7. Insurance & Bonding. The Awardee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Awardee shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

4.8. Grantee Recognition. The Awardee shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to finding source. In addition, the Awardee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

4.9. Bilateral Termination for Convenience. This Grant Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, the Awardee shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Grantor State Agency be liable to the Awardee for any service which has not been rendered. The final decision as to the amount, for which the Grantor State Agency is liable, shall be determined by the Grantor State Agency.

4.10. Conflict of Interest. The Awardee agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

A. The Awardee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contract supported by Federal funds.

B. No employee, officer or agent of the Awardee shall participate in the selection, or in the award, or administration of contracts supported by Federal funds if a conflict of interest, real or apparent, would be involved.

C. No covered persons who exercise or have exercised any function or responsibilities with respect to CDBG-MIT assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with
respect to the CDBG-MIT assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Awardee, or any designated public agency.

4.11. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Agreement shall be in writing and shall be made by mail, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The Grantor State Agency:

Benjamin I. Duncan II, Chief Resilience Officer
South Carolina Office of Resilience
632 Rosewood Drive, Columbia, SC 29201
Ben.Duncan@scor.sc.gov
(803) 608-9079

The Awardee:
Mayor John Tecklenburg
City of Charleston
8 Broad Street
Charleston, SC 29401

A change to the above contact information requires written notice to the person designated by the other party to receive notice. All instructions, notices, consents, demands, or other communication shall be considered effectively given upon recipient or recipient confirmation as may be required.

4.12. Subject to Funds Availability. This Grant Agreement is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Grantor State Agency reserves the right to terminate this Grant Agreement upon written notice to the Awardee. Upon receipt of the written notice, the Awardee shall cease all work associated with the Grant Agreement. In the event of a Grantor State Agency termination, the Awardee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.

4.13. Progress Reports. The Awardee shall submit brief, quarterly, progress reports to the Grantor State Agency as requested. The Grantor reserves the right to request progress reports at their discretion.

4.14. Completeness. This Grant Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained in this Grant Agreement, including all the terms and conditions agreed to by the parties. This Grant Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.

4.15. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Agreement.

5. SPECIAL TERMS AND CONDITIONS

5.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Agreement, the special terms and conditions shall be subordinate to the Grant Agreement's other terms and conditions.

5.2. Conditional Award. The award of this grant is conditional based on the successful completion of the environmental review process. In accordance with 24 CFR Part 58, recipients, owners, developers, sponsors or any third-party partners cannot undertake any physical actions on a site, commit, expend,
or enter into any legally binding agreements that constitute choice-limiting actions for any HUD or non-HUD funds before the environmental review process has been completed and, if required, the Grantee has received a Release of Funds from the State. Choice-limiting actions are defined by HUD as expenditure of funds or entrance into a legally binding agreement for property acquisition, demolition, movement, rehabilitation, conversion, repair or construction. Any violation of this provision will result in the automatic denial of this funding request (or de-obligation of the CDBG funds, if already awarded).

The Awardee’s failure to comply with the above requirements is a breach of this Grant Contract for which the State may terminate this Grant Contract for cause under Section 4.5. above.

5.3. **Assignment.** This Grant Agreement may not be assigned to any other entity.

6. **ENTIRE AGREEMENT**

6.1. This Agreement constitutes the entire Agreement between the Grantee and the Awardee for and use of CDBG-Mitigation funds received pursuant to this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Awardee with respect to this Agreement.

**IN WITNESS WHEREOF,**

City of Charleston

________________________________________
Mayor John Tecklenburg

________________________________________
Date

**SOUTH CAROLINA OFFICE OF RESILIENCE DISASTER RECOVERY DIVISION:**

________________________________________
Benjamin I. Duncan II
SCOR Chief Resilience Officer

________________________________________
Andrew DeRienzo
SCOR DRD Program Finance Director

________________________________________
Date

________________________________________
Date
Grant Budget

Awardee: City of Charleston
Subrecipient Contact: John Tecklenburg
Program: Community Development Block Grant- Mitigation (CDBG-MIT)
Project: Ehrhardt Drainage Improvement Project

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD:
May 1, 2021 – July 1, 2025

<table>
<thead>
<tr>
<th>EXPENSE OBJECT LINE ITEM CATEGORY</th>
<th>GRANT CONTRACT</th>
<th>LEVERAGE</th>
<th>TOTAL PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$8,464,190</td>
<td>$3,392,743</td>
<td>$11,756,937</td>
</tr>
<tr>
<td>Construction Inspection</td>
<td>$1,500,000</td>
<td>$0</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>Engineering Design</td>
<td>$852,903</td>
<td></td>
<td>$852,903</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$9,964,190</td>
<td>$4,245,646</td>
<td>$14,209,836</td>
</tr>
</tbody>
</table>

ACCEPTED AND AGREED:

Mayor John Tecklenburg

____________________________
Date

SOUTHERN CAROLINA OFFICE OF RESILIENCE DISASTER RECOVERY DIVISION:

______________________________
Benjamin I. Duncan II
SCOR Chief Resilience Officer

______________________________
Andrew DeRienzo
SCOR DRD Program Finance Director

______________________________
Date

______________________________
Date
### Federal Award Identification Worksheet

<table>
<thead>
<tr>
<th><strong>Awardee's name (must match registered name in DUNS if applicable)</strong></th>
<th>City of Charleston</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Awardee's DUNS number if applicable</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Federal Award Identification Number (FAIN)</strong></td>
<td>B-18-DP-06-0002</td>
</tr>
<tr>
<td><strong>Federal award date</strong></td>
<td>September 4, 2019</td>
</tr>
<tr>
<td><strong>CFDA number and name</strong></td>
<td>14.228 Community Development Block Grant-Mitigation</td>
</tr>
<tr>
<td><strong>Grant contract's begin date</strong></td>
<td>May 1, 2021</td>
</tr>
<tr>
<td><strong>Grant contract's end date</strong></td>
<td>August 31, 2023</td>
</tr>
<tr>
<td><strong>Amount of federal funds obligated by this grant contract</strong></td>
<td>$9,964,190</td>
</tr>
<tr>
<td><strong>Total amount of federal funds obligated to the Awardee</strong></td>
<td>$9,964,190</td>
</tr>
<tr>
<td><strong>Total amount of the federal award to the pass through entity (Grantor State Agency)</strong></td>
<td>$157,590,000</td>
</tr>
<tr>
<td><strong>Name of federal awarding agency</strong></td>
<td>HUD</td>
</tr>
<tr>
<td><strong>Name and contact information for the federal awarding official</strong></td>
<td>Karen Olson</td>
</tr>
<tr>
<td></td>
<td>632 Rosewood Drive</td>
</tr>
<tr>
<td></td>
<td>Columbia, SC 29201</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:Karenolson@scor.sc.gov">Karenolson@scor.sc.gov</a></td>
</tr>
<tr>
<td></td>
<td>803-609-9100</td>
</tr>
<tr>
<td><strong>Is the federal award for research and development?</strong></td>
<td>No</td>
</tr>
</tbody>
</table>
SOUTH CAROLINA OFFICE OF RESILIENCE DISASTER RECOVERY DIVISION  
COMMUNITY DEVELOPMENT BLOCK GRANT- MITIGATION  
STATEMENT OF ASSURANCES

The Awardee hereby assures and certifies that:

A. It possesses legal authority to apply for the grant.

B. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the execution of the agreement, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.

C. It will adhere to the principles and standards governing the application for, acceptance, and use of Federal funds under this document as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards codified at 2 §§ CFR Part 200, which supersedes OMB Circulars Number A-87, A-102, and A-133, Revised.

D. It will comply with:

   i. Section 110 of the Housing and Community Development Act of 1974 (HCDA), as amended, 24 CFR 570.601, 29 CFR Parts 1, 3, 5, and 7, and State regulations regarding the administration and enforcement of labor standards;

   ii. The provisions of the Davis-Bacon Act (40 U.S.C. 3141—3148 with respect to prevailing wage rates (except for projects for the rehabilitation of fewer than eight units);

   iii. Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. 327—334) requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week; and

   iv. Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

E. It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administration requirements, approved in accordance with the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
F. It will comply with:
   i Age Discrimination in Employment Act of 1975;
   ii Equal Pay Act of 1963, as amended;
   iii Fair Labor Standards Act of 1938, as amended;
   iv Immigration Reform and Control Act of 1986, as amended;
   v South Carolina Wages Act, S.C. Code § 37-10-10, et seq., as amended;
   vi South Carolina Illegal Immigration Reform Act, including without limitation Chapters 14 & 29, Title
   vii Part 681, Title 16 of the Code of Federal Regulations, Sections 114 and 315 of the Fair and Accurate
   Credit Transactions Act (FACTA of 2003; the South Carolina Act of 2008; Financial and Identity
   Theft Protection Act)

G. It will comply with:
   i Title VI of the Civil Rights Act of 1964, as amended (Pub. L. 88-352), and the regulations issued
   pursuant thereto (24 § CFR Part 1), which provides that no person in the United States shall on the
   grounds of race, color, or national origin, be excluded from participation in, be denied the benefits
   of, or be otherwise subjected to discrimination under any program or activity for which the
   applicant receives Federal financial assistance and will immediately take any measures necessity
   to effectuate this assurance. If any real property or structure thereon is provided or improved with
   the aid of Federal financial assistance extended to the applicant, this assurance shall obligate
   the applicant, or in the case of any transfer of such property, any transferee, for the period during which
   the real property or structure is used for a purpose for which the Federal financial assistance is
   extended, or for another purpose involving the provisions of similar services or benefits;
   ii Fair Housing Amendments Act of 1988 (FHAA), as amended, administering all program and
   activities relating to housing and community development in a manner to affirmatively further fair
   housing; and will take action to affirmatively further fair housing in the sale or rental of housing,
   the financing of housing, and the provision of brokerage services;
   iii Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs,
   requiring that programs and activities relating to housing and urban development are administered
   in a manner affirmatively to further the goals of the FHAA;
   iv Section 109 of the HCDA, as amended, and the regulations issued pursuant thereto (24 § CFR
   570.601), which provides that no person in the United States shall, on the grounds of race, color,
   national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected
   to discrimination under, any program or activity funded in whole or in part with funds provided
   under the HCDA. Any prohibition against discrimination on the basis of age under the Age
   Discrimination Act of 1975 or with respect to otherwise qualified individuals with disabilities as
   provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program
   activity.
   v Executive Order 1 1063 on equal opportunity in housing and nondiscrimination in the sale or rental
   of housing built with Federal assistance; and
   vi Executive Order 1 1246, as amended by Executive Orders 1 1375, 1 1478, 12107 and 12086, and
   the regulations issued pursuant thereto (24 CFR § 1.4 and 41 CFR § 60), which provide that no
person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. Contractors and subcontractors of Federal and Federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

vii Other applicable civil rights laws, including Section 104(b) of Title I of the HCDA, as amended, and the Americans with Disabilities Act of 1990.

H. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 § CFR Part 1 35, requiring that, to the greatest extent feasible, opportunities for training and employment be given to lower-income persons residing within the unit of local government in which the project is located; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government. It will include Section 3 information in all subcontracts.

I. It will:

i To the greatest extent practical under State law, comply with 24 U.S.C. §§ 4651-4655 of Subchapter III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1 970, as amended, and will comply with HUD implementing instructions at 24 CFR Part 42, and

ii Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42.

J. It will:

i Comply with 42 U.S.C. § 4621-4638 of Subchapter II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, HUD implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b), Section 104(d) of the HCDA, and the requirements in 24 CFR § 570.606(d);

ii Provide relocation payments and offer relocation assistance as described in 42 U.S.C. 4622 to all persons displaced as a result of acquisition of real property for an activity assisted under the Community Development Block Grant program. Such payments and assistance shall be provided in a fair, consistent, and equitable manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, handicapped, or familial status;

iii Assure that, within a reasonable period of time prior to displacement, comparable decent, safe, and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, handicapped, or familial status; and

iv Inform affected persons of the relocation assistance, policies, and procedures set forth in the regulations at 24 CFR Part 42.
K. It will establish safeguards to prohibit employees, consultants, and elected officials from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

L. It will comply with the Copeland Anti-Kickback Act of 1934 (18 U.S.C. § 874), and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3, which outlaws and prescribes penalties for "kickbacks" of wages in Federally financed or assisted construction activities.

M. It will comply with the provisions of the Hatch Act, which limits the political activity of employees.

N. It will comply with HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, painting, risk assessment, treatment and/or abatement may be conducted.

O. It will give the State, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.

P. It will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

Q. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

R. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act (NEPA) of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 306108), Executive Order 1 1593, and the Preservation of Archaeological and Historical Data Act of 1974 (16 U.S.C. § 469c) by:

i Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR § 800.8) by the proposed activity; and
ii Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

S. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number AI 17.1-1961, as modified (41 CFR Subt. C, Ch. 101. Subch. A. Pt. 101-8). The Awardee will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

T. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.

U. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and other such information as requested.

V. It will comply with environmental requirements including:
   i The National Environmental Policy Act (NEPA) of 1969, as amended (42 U.S.C §§. 4321 et seq.) and 24 CFR Part 58;
   ii Executive Order 1 1988, Floodplain Management;
   iii Executive Order 1 1990, Protection of Wetlands;
   v The Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. § 661 et seq.);
   vii The Safe Drinking Water Act of 1974, as amended (42 U.S.C. § 300f et seq.);
   viii Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. § 483 1 (b)),
   ix The Clean Air Act of 1970, as amended (42 U.S.C. § 7401 et seq.);
   x The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. § 1251 et seq.);
   xi The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.); and
   xii Environmental Protection Agency (EPA) regulations codified at 40 CFR Part 50, as amended.

W. It will minimize displacement as a result of activities assisted with CDBG-Mitigation funds;

X. It will conduct and administer its program in conformance with Title VI and Title VIII, and affirmatively further fair housing;

Y. It will provide opportunities for citizen participation comparable to the State's requirements (those described in Section 104(a)(2) of the HCDA), as amended;

Z. It will not use assessments or fees to recover the capital costs of CDBG-Mitigation funded public improvements from low- and moderate-income owner occupants.

AA. It will comply with the Armstrong/Walker "Excessive Force" Amendment (P.L. 101-144) found in Section 519 of the Department of Veteran Affairs and Housing and Urban Development, and
Independent Agencies Appropriation Act of 1990, whereby the unit of general local government will be required to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil demonstrations.

BB. It will comply with Section 319 of Public Law 101-121 found in the Federal Register Vol. 54 No. 243.

CC. The undersigned certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

ii. 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.

iii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers, which exceed the dollar limits set forth in the Byrd amendment, (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Awardees 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.

DD. It will comply with Section 102 of the Department of Housing and Urban Development Reform Act of 1989 which requires (1) initial disclosure reports from applicants for Community Development Block Grant (CDBG) assistance and (2) update reports from recipients of CDBG assistance.

EE. It will comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR § 570.607, as revised by Executive Order 13279. Section 109 of the HCDA remains applicable.

FF. It will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract.

GG. It will affirmatively further fair housing and assist the State in the implementation of the recommendations in the Analysis of Impediments to Fair Housing Choice and/or the Assessment of Fair Housing to fulfill the requirements of the Affirmatively Furthering Fair Housing Rule.
HH. It will comply with all parts of Title I of the HCDA, as amended, which have not been cited previously as well as with the requirements of Title 24 of the Code of Federal Regulations, Part 570 and Part 85, and other applicable Federal, State, and local laws, regulations, and policies governing the funds under this contract.

II. It will comply with all the requirements of the Federal Register notice "Notice of Community Development Block Grant Mitigation Funds" included in the August 30, 2019 Federal Register (84 FR 45838), pages 45838-45871, as well as any future Notices published by HUD to issue additional waivers and alternative requirements.

JJ. It will execute the Maintenance Agreement attached hereto affirming that it is the City of Charleston's obligation to maintain the infrastructure installed as a result of this grant and that neither the State nor SCOR DRD have any maintenance obligation for the infrastructure installed as a result of this grant.

KK. It will comply with all policies and procedures contained in the SCOR DRD Subrecipient Manual.

The Awardee hereby certifies that it will comply with the above stated assurances.

ACCEPTED AND AGREED:

______________________________
Mayor John Tecklenburg

______________________________
Date

SOUTH CAROLINA OFFICE OF RESILIENCE DISASTER RECOVERY DIVISION:

______________________________  ______________________________
Benjamin I. Duncan II       Andrew DeRienzo
SCOR Chief Resilience Officer SCOR DRD Program Finance Director

______________________________  ______________________________
Date                   Date
DUPLICATION OF BENEFITS CERTIFICATION
COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) GRANT

The undersigned on behalf of, and as duly authorized agent and representative of City of Charleston (Subrecipient), certifies and represents that all information contained in and enclosed with this grant agreement is true to the best of his or her knowledge and acknowledges that the South Carolina Office of Resilience (SCOR) Disaster Recovery Division (DRD) has relied on such information to award grant funding.

City of Charleston certifies that it has disclosed to SCOR DRD in the application process all FEMA, SBA, insurance proceeds, or other funds received, or to be received, from governmental agencies or any other source, as compensation for damages resulting from 2015 and 2016 declared disasters (DR-4241, the 2015 severe storm and flood; DR-4286, Hurricane Matthew; and DR-4394, Hurricane Florence) which funds were to be used for the same purpose for which Sub-Recipient is applying in this agreement and therefore would represent a duplication of benefits under The Stafford Act.

City of Charleston certifies that it will disclose to SCOR DRD all future FEMA, SBA, insurance proceeds, or other funds received from governmental agencies as compensation for damages resulting from declared disasters for which assistance has been provided.

City of Charleston acknowledges that it may be prosecuted by Federal, State, or local authorities and/or that repayment of all mitigation funds will be required in the event that it makes or files false, misleading, or incomplete statement of documents.

ACCEPTED AND AGREED:

______________________________
Mayor John Tecklenburg

______________________________
Date

SOUTH CAROLINA OFFICE OF RESILIENCE DISASTER RECOVERY DIVISION:

______________________________  ________________________________
Benjamin I. Duncan II          Andrew DeRienzo
SCOR Chief Resilience Officer   SCOR DRD Program Finance Director

______________________________  ________________________________
Date                                Date
South Carolina Office of Resilience Disaster Recovery Division
Community Block Development Grant-Mitigation (CDBG-MIT)
Subrecipient Reporting Agreement

The Subrecipient shall provide periodic reports to SCDRO on forms to be provided by SCDRO as follows:

1. Prior to Construction Completion under Section 1.6. of the Grant Contract, the Subrecipient shall provide the following:
   A. Monthly status updates: due on the 1st of the month for the prior month.
   B. Quarterly performance metric updates
      i. January-March: due April 1st
      ii. April-June: due July 1st
      iii. July-September: due October 1st
      iv. October-December: due January 1st

2. After Construction Completion under Section 1.6. of the Grant Contract until completion of the Term, the Subrecipient shall provide:
   A. Quarterly performance metric updates
      v. January-March: due April 1st
      vi. April-June: due July 1st
      vii. July-September: due October 1st
      viii. October-December: due January 1st

3. The Subrecipient shall provide a grant closeout report no later than 365 days following Project Completion and in no event later than 60 days following the end date of the Grant Contract. The grant closeout report must be received by SCDRO prior to final reimbursement to the Subrecipient.

Subrecipient Reporting Schedule:

<table>
<thead>
<tr>
<th></th>
<th>Jan 1</th>
<th>Feb 1</th>
<th>Mar 1</th>
<th>Apr 1</th>
<th>May 1</th>
<th>Jun 1</th>
<th>Jul 1</th>
<th>Aug 1</th>
<th>Sep 1</th>
<th>Oct 1</th>
<th>Nov 1</th>
<th>Dec 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Status Update</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance Metric</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Update</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Report</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ACCEPTED AND AGREED:

______________________________
Mayor John Tecklenburg

______________________________
Date

SOUTH CAROLINA OFFICE OF RESILIENCE DISASTER RECOVERY DIVISION:

______________________________
Benjamin I. Duncan II
SCOR Chief Resilience Officer

______________________________
Andrew DeRienzo
SCOR DRD Program Finance Director

______________________________
Date

______________________________
Date
Copy of the Subrecipient Application