

John J. Tecklenburg
Mayor



Randall Keith Benjamin, II
Director

City of Charleston
South Carolina
Department of Traffic & Transportation

Traffic & Transportation Committee
Conference Call #1-929-205-6099
Access ID: 556 524 367
May 24, 2021 Time: 1:00 p.m.

Chair, Councilmember Michael Seekings
Vice-Chair, Councilmember Karl L. Brady, Jr.
Councilwoman Marie Delcioppo
Councilwoman Carol Jackson
Mayor John J. Tecklenburg

AGENDA

- | | |
|---|---------------------|
| 1. Invocation | Councilmember Brady |
| 2. Approval of Minutes | May 11, 2021 |
| 3. Traffic and Transportation Right-of-Way Permit Fees Discussion | Tracy McKee |
| 4. Parking Dispatch and County 911 Center MOA (Information Only) | Legal Department |
| 5. Director's Update | Keith Benjamin |
| 6. Discussion | |

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON) **MEMORANDUM OF**
) **AGREEMENT**

This Agreement ("Agreement") entered into this _____ of _____, 2021, between **COUNTY OF CHARLESTON, SOUTH CAROLINA**, a public body corporate and politic and political subdivision of the State of South Carolina (hereinafter referred to as "the County"), and the **CITY OF CHARLESTON** (hereinafter referred to as "City"), its successors and assigns, ("Party", as to each; collectively the "Parties").

WHEREAS, currently the City of Charleston, through its Traffic and Transportation Department ("T&T"), handles Parking Enforcement and associated dispatching after transitioning its staff; and

WHEREAS, the City previously relied on the County, through its Charleston County Consolidated 9-1-1 Center ("Center"), to provide dispatch service for Parking Enforcement; and

WHEREAS, the City desires to utilize some technology tools that the Center utilizes and maintains (the "Shared Technology Systems") in order to increase efficiency of its Parking Enforcement dispatch system; and

WHEREAS, the City will continue to maintain its own dispatch center which will continue to answer Parking Enforcement calls and assign units to respond to where appropriate; and

WHEREAS, Shared Technology Systems including Computer Aided Dispatch ("CAD") for the City's Parking Enforcement function has been approved by the Charleston County Consolidated Dispatch Board ("Board") consisting of multi-jurisdictional public safety agency heads who have operational authority over the Center per the Intergovernmental Agreement establishing the Board; and

WHEREAS, the Center and T&T are working cooperatively together to establish and follow the appropriate processes, procedures and trainings associated with the above changes.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth, and the above referenced recitals hereby incorporated by reference, the Parties hereto agree as follows:

SECTION I. AS TO THE COUNTY

Charleston County, through its Consolidated 9-1-1 Center (the "Center") agrees to:

- A. The County will provide Computer Aided Dispatch ("CAD") to the City's T&T Department to be used for Parking Enforcement. Included will be:
 - o One CAD subscription with CAD Mapping
 - o Annual maintenance and updates as needed.
 - o Updates to GIS files in CAD

- B. The County will provide CAD training to T&T employees who will train other T&T employees through a “train the trainer” program.
- C. The City’s T&T Parking Enforcement Dispatch is a non-emergency function, and therefore the Center **will not** be providing the following:
 - o Back-up Parking Enforcement dispatching services
 - o Department of Motor Vehicle License Plate information searches
 - o SLED or NCIC queries

SECTION II. AS TO THE CITY

The City agrees to:

- A. The City shall maintain the City’s Parking Enforcement communications operations in a location operated by the City (currently 2 George Street).
- B. The City shall continue utilizing Citrix and the City of Charleston Police Department’s ASE Connection needed for shared CAD.
- C. The City shall dispatch the appropriate response in accordance with the City T&T Department’s operational procedures.
- D. The City shall pay the County for Shared Services pursuant to Section V.
- E. The City shall utilize its T&T employees who meet the appropriate professional qualifications and standards as determined by T&T, and will work cooperatively with the Center to establish and maintain a “train the trainer” program for training on the Shared Technology System.
- F. The City shall develop and utilize specific City Parking Enforcement Dispatch Operational procedures for incidents and events, including procedures for how the City will handle “CAD down” situations.
- D. The City acknowledges that the Center **will not** be providing:
 - o Back-up Parking Enforcement dispatching services
 - o Department of Motor Vehicle License Plate information searches
 - o SLED or NCIC queries

SECTION III. SCOPE OF SERVICES: The Center and T&T shall continue to cooperate to accomplish all aspects of the operational changes needed in order to continue a smooth transition and the best appropriate service for the City’s Parking Enforcement.

SECTION IV. AGREEMENT PERIOD: This Agreement becomes effective upon its execution and will continue through December 31, 2022. Thereafter, the Agreement may be renewed if needed, through a written amendment to this Agreement.

SECTION V. FUNDING: The City agrees to pay costs as shown on Attachment A, attached hereto, and payment will be made before July 1 of each calendar year.

SECTION VI. CONFIDENTIALITY: To the extent permitted by law, the Parties may share information and data necessary to each other and to other emergency response agencies as necessary, in order to provide the best appropriate response and to evaluate the viability, success, progress and future needs related to this Agreement. The Parties further agree they shall comply with all Federal, State, and Local laws, including HIPAA and 42 C.F.R. Part 2.

SECTION VII. AMENDMENTS: The Parties agree that amendments to this Agreement will be a continuation of this Agreement and shall not constitute a new agreement unless specifically noted and signed by both Parties. The Parties further agree that an amendment will only be effective when in writing and signed by the Parties.

SECTION VIII. INDEPENDENT AGREEMENT OR CLAUSE: This Agreement does not create the relationship of T&T and/or its agents as employees, agents or legal representatives of the Center for any purpose whatsoever, it being the intent of the Parties hereto to create the relationship with T&T and its employees as an independent entity for whose actions or failure to act the Center shall not be responsible.

SECTION IX. LIABILITY: The City agrees to assume sole and complete responsibility for any and all claims or action in law or equity arising from any direct or indirect actions of its personnel. The City is insured to the limits provided by the South Carolina Tort Claims Act (SC Code of Laws Title 15, Chapter 78, <http://www.scstatehouse.gov/code/t15c078.php>). This provision does not pertain to outside activities of any of the personnel that are not part of the purpose of this contract.

SECTION X. WAIVER CLAUSE: The failure by a Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either Party of a breach of any provision hereof be taken or be held to be a waiver of such provision. Furthermore, no waiver of any term, instances, shall be deemed to be, or shall constitute, a waiver of another provision, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

SECTION XI. ASSIGNMENT: This Agreement shall not be assignable by either Party without express, written consent of the other.

SECTION XII. NOTICE: Any notice required or permitted to be given hereunder shall be in writing and shall, be deemed to have been given when delivered personally or three (3) days after being mailed to the following addresses:

Charleston County Consolidated 9-1-1 Center
8500 Palmetto Commerce Parkway
North Charleston, SC 29456

City of Charleston Traffic and Transportation Department
180 Lockwood Dr. #C
Charleston, SC 29403

SECTION XIII. TERMINATION: Either Party shall have the right to terminate this Agreement, with or without cause, upon thirty 30 days notice in writing to the other Party, except that this Agreement will remain in full force and effect for any changes incurred prior to the date of termination.

SECTION XIV. CONTROLLING LAW: The laws of South Carolina shall govern this Agreement. All litigation arising under the Agreement shall be litigated only in a nonjury hearing in the Court of Common Pleas, Ninth Judicial Circuit, Charleston County, South Carolina.

SECTION XV. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding and Agreement between the Parties hereto and supersedes all prior and contemporaneous written and oral Agreements, negotiations, and understandings between the Parties and their predecessors in interest regarding the subject matter of this Agreement.

SECTION XVI. SEVERABILITY: Should any part of this Agreement be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Agreement as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under their several seals the day and year first written above.

WITNESSES:

CITY OF CHARLESTON

By: _____
Printed Name: _____
Title: _____

Date: _____

COUNTY OF CHARLESTON

By: _____
Printed Name: William L. Tuten
Title: County Administrator

Date: _____

Attachment A

Costs to be Paid by the City to the County for Services

Cost for Calendar Year 2021 to be paid by June 30, 2021	\$8,764
Cost for Calendar Year 2022 to be paid by June 30, 2022	\$8,768
Total Cost for Two Years:	\$17,532