

CHARLESTON CITY COUNCIL

Regular Meeting

August 2, 2021

at 7:00 PM



THIS MEETING WILL TAKE PLACE IN PERSON AND CAN BE VIEWED LIVE VIA

<https://charlestonwv.civicclerk.com/web/home.aspx>

Council Chambers, Third Floor
City Hall, 501 Virginia St. E.
Charleston, WV

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. **INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).**
2. Claims 8-2-2021

PROCLAMATIONS

1. 8-2-2021

COMMUNICATIONS

1. 8-2-2021

MISCELLANEOUS RESOLUTIONS

1. Res. No. 521-21 - Recognizing that every major medical and mental health organization has rejected the concept of conversion therapy on minors, declaring that individuals or organizations practicing conversion therapy on minors are not welcome within the City of Charleston, and urging the West Virginia Legislature and state professional licensing boards to take action to prohibit conversion therapy on minors in West Virginia and ensure any person practicing conversion therapy in West Virginia faces action against their license.

REPORTS OF STANDING COMMITTEES

PLANNING, STREETS AND TRAFFIC

1. Bill No. 7915 Committee Substitute - A BILL to amend the Municipal Code by adding a new Article related to authorizing the use of low-speed vehicles consistent with state law.

ORDINANCE AND RULES

1. Bill No. 7919 - A BILL to amend the Municipal Code by adding four new sections related to protecting the safety and health of Charleston residents—and promoting the public safety, health, welfare and good order of said residents—by prohibiting conversion therapy; defining terms; setting forth enforcement provisions, and stating penalties association with violation.

FINANCE

1. Resolution No. 517-21 - submit a grant application to the Department of Justice Edward Byrne Memorial Justice Assistance Grant program for funds to purchase two pole cameras and provide interview and interrogation, shooting incident and homicide investigation training classes to its officers.
2. Resolution No. 518-21 - Authorizing the City Manager or the Parking System Director to enter into a five-year parking lease agreement for certain parking spaces located along Venable Avenue and California Avenue.
3. Resolution No. 519-21 - Directing the City Treasurer to transfer the amount of \$2,000,000.00 from the Sinking Fund to the General Maintenance Fund for the purposes of funding a portion of the construction of the Slack Plaza / City Center renovation project.
4. Resolution No. 520-21 - Authorizing a contract for Cured-in-place Thermosetting Resin Pipe Lining.
5. Resolution No. 522-21 - Authorizing the Mayor or City Manager to purchase 37 sets of bunker gear for the Charleston Fire Department.

REPORTS OF OFFICERS

1. 8-2-2021

NEW BILLS

1. 8-2-2021

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

1. Withdrawal of Bill No. 7880

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE HELD AUGUST 16 , 2021 AT 7:00 P.M.

*THE AGENDA WAS AMENDED 7-29-2021 TO ADD RES. NO. 521-21, RES. NO. 522-21 & BILL WITHDRAWAL

***Meetings may be recorded and broadcast via internet <https://charlestonwv.civicclerk.com>**



AFFIDAVIT
City of Charleston



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

Douglas Pindexter, Claimant,
who, after being first by me duly sworn, deposes and says:

*mailing address
PO Box 1974
Charleston, WV 25327

That this affiant resides at: 1316 Va. St. E Chas. WV

Telephone Number: 304-545-0475

and that on the 16 day of July, 2020/2021 at approximately 2 am/pm
in the City of Charleston, West Virginia, he/she sustained

a flat tire damaged beyond repair and had to be replaced
because of a pothole in the alley between Indian & Bigley ave west chas.
Nature Of Injury And/Or Damage

As A Result Of:

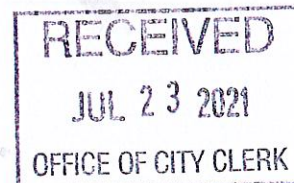
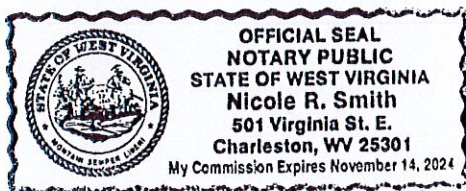
I have incurred damages in the amount of \$274.99 (INVOICE
(* Attached Photos) Attached)*

As a result of which accident, the Claimant, Douglas Pindexter, does hereby
make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by
him/her in the future.

Douglas Pindexter
Signature of Claimant

Taken, subscribed and sworn to before me this 23rd day of July, 2021.
My commission expires November 14, 2024.

Nicole R. Smith
Notary Public



Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

TO: MILES CARY
CITY CLERK

FROM: AMY SHULER GOODWIN
MAYOR

RE: KANAWHA CHARLESTON BOARD OF HEALTH

DATE: AUGUST 2, 2021



I recommend Danita Nellhaus be appointed to the Kanawha Charleston Board of Health, with an initial term to expire June 30, 2024. She is filling the seat left vacant by the resignation of Danny Scalise. Danita Nellhaus is a resident of the City of Charleston.

I respectfully request City Council's approval of this recommendation.

ASG/mls

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

A handwritten signature in blue ink, appearing to be "ASG", is written over the "FROM" line of the memo.

RE: CHARLESTON COLISEUM & CONVENTION CENTER BOARD

DATE: AUGUST 2, 2021

I recommend Andy Richardson, Carrie Fenwick, Eric Nelson, Belle Manjong and Tessa White be reappointed to the Charleston Coliseum & Convention Center Board. Andy Richardson's term will expire June 22, 2023; Carrie Fenwick's term will expire June 22, 2024; Eric Nelson, Belle Manjong and Tessa White's terms will expire June 22, 2025.

In addition, I recommend Brad Marple and John Ingram be appointed to the Charleston Coliseum & Convention Center Board. Brad Marple is filling a vacant seat and their term will expire June 22, 2023. John Ingram is filling a vacant seat and their term will expire June 22, 2025.

I respectfully request City Council's approval of this recommendation.

ASG/mls

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

TO: MILES CARY
CITY CLERK

FROM: AMY SHULER GOODWIN
MAYOR

RE: CHARLESTON CONVENTION & VISITORS BUREAU

DATE: AUGUST 2, 2021



I recommend Harry Bell, Kim Burton and Georgette George be reappointed to the Charleston Convention & Visitors Bureau. All their terms will expire February 17, 2024.

In addition, I recommend Michelle Storage be appointed to the Charleston Convention & Visitors Bureau Board. Michelle Storage is filling the seat previously held by Douglas Walters and their term will expire February 17, 2024.

I respectfully request City Council's approval of this recommendation.

ASG/mls



**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

RE: CHARLESTON URBAN RENEWAL AUTHORITY

DATE: AUGUST 2, 2021

I recommend Councilwoman Becky Ceperley be appointed to the Charleston Urban Renewal Authority. Councilwoman Ceperley is filling the vacant City Council seat previously held by former Councilwoman Tiffany Wesley Plear. Councilwoman Ceperley's term will expire at the end of her City Council term.

In addition, I recommend Miles Cary and Anthony Paranzino be appointed to the Charleston Urban Renewal Authority. Mr. Cary is replacing Karen Ireland whose term has expired. Mr. Cary's term will expire March, 3, 2026. Mr. Paranzino is filling the seat previously held by Becky Ceperley. Mr. Paranzino's term will expire March 3, 2022.

I respectfully request City Council's approval of this recommendation.

ASG/mls

Resolution No. 521-21

Introduced in Council:

Adopted by Council:

August 2, 2021

Introduced by:

Referred to:

Courtney Persinger

Full Council

1 Resolution No. 521-21 - Recognizing that every major medical and mental health organization
2 has rejected the concept of conversion therapy on minors, declaring that individuals or
3 organizations practicing conversion therapy on minors are not welcome within the City of
4 Charleston, and urging the West Virginia Legislature and state professional licensing boards to
5 take action to prohibit conversion therapy on minors in West Virginia and ensure any person
6 practicing conversion therapy in West Virginia faces action against their license.

7
8 WHEREAS, every major medical and mental health organization has rejected the practice or
9 treatment of seeking to change an individual's sexual orientation or gender identity, including
10 efforts to change behaviors or gender expressions or eliminate or reduce sexual or romantic
11 attractions or feelings toward individuals of the same gender, commonly referred to as
12 conversion therapy; and

13
14 WHEREAS, minors of the State of West Virginia are particularly vulnerable to the harms
15 associated with conversion therapy, such as anxiety, depression, decreased self-esteem,
16 substance abuse, homelessness, and suicide; and

17
18 WHEREAS, the City of Charleston is unable to effectively prohibit conversion therapy in
19 neighboring municipalities or unincorporated areas of Kanawha County that are in close
20 proximity to the City, thus allowing unscrupulous persons performing conversion therapy to
21 move steps outside the City of Charleston and operate freely; and

22
23 WHEREAS, the West Virginia Legislature and the state professional licensing boards are in a
24 position to protect all West Virginia minors from the critical health risks of conversion therapy.

25
26 **Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:**

27
28 That the City Council of the City of Charleston hereby recognizes that the practice commonly
29 referred to as conversion therapy has been rejected by every major medical and mental health
30 organization.

31
32 That, in an effort to protect the youth of our City, the City Council of the City of Charleston
33 declares that individuals and organizations practicing conversion therapy on minors are not
34 welcome within the City of Charleston.

1

2 That the City Council of the City of Charleston wholeheartedly supports the prohibition of
3 conversion therapy in West Virginia and urges the West Virginia Legislature to approve
4 legislation clearly declaring that the widely rejected and harmful practice is not permitted
5 within the State.

6

7 That the City Council of the City of Charleston further urges the various West Virginia
8 professional licensing boards to take action to ensure that any person practicing conversion
9 therapy in West Virginia faces disciplinary action against their license.

10

11 That the City Council of the City of Charleston hereby directs the Clerk of the City of Charleston
12 to send an official copy of this resolution to the Governor of West Virginia, the President of the
13 West Virginia Senate, the Speaker of the West Virginia House of Delegates, and the Executive
14 Directors of the West Virginia Boards of Medicine, Osteopathy, Counseling, Licensed Practical
15 Nurses, Psychologists, Registered Professional Nurses, and Social Work.

16



PLANNING, STREETS AND TRAFFIC COMMITTEE

Mary Beth Hoover, Chair

COMMITTEE REPORT

To: Miles Carey, City Clerk

From: Council's Committee on Planning, Streets and Traffic

Date: June 28, 2021

Subject: Bill No. 7915

The Committee on Planning, Streets and Traffic has had under consideration:

Bill No. 7915 - A BILL to amend the Municipal Code of the City of Charleston, as amended, by adding thereto a new Article, designated Article XV, consisting of Section 114-940, relating to authorizing the use of low-speed vehicles consistent with state law.

and reports the same to Council with the recommendation that the Bill do pass.

As with committee substitute.

Mary Beth Hoover
Chair

Nashin Dags
Rebecca C. Caperley

UAT
Alan [Signature]

Committee Substitute for Bill No. 7915

Introduced in Council:

June 22, 2021

Introduced by:

Keeley Steele

Adopted by Council:

Referred to:

Planning, Streets and Traffic

Committee Substitute for Bill No. 7915 - A BILL to amend the Municipal Code of the City of Charleston, as amended, by adding thereto a new Article, designated Article XV, consisting of Section 114-940, relating to authorizing the use of low-speed vehicles consistent with state law.

Now, therefore, be it ordained by the Council of the City of Charleston:

That the Municipal Code of the City of Charleston, as amended, by amended by adding thereto a new Article, designated Article XV, consisting of Section 114-940, to read as follows:

ARTICLE XV. - LOW-SPEED VEHICLES.

Sec. 114-940. – Use of low-speed vehicles.

(a) Low-speed vehicle means an electric low-speed vehicle that meets the definition contained in W. Va. Code § 17A-1-1, which is titled and registered by the West Virginia Division of Motor Vehicles pursuant to W. Va. Code § 17A-3-2(c) that meets all the requirements of the Division of Motor Vehicles, as well as state and federal law.

(b) As authorized in W. Va. Code § 17A-3-2(c) and § 17A-13-1, a person with a valid driver's license may operate a low-speed vehicle on a private road within the City or on public roads and streets within the City where the speed limit is 25 miles per hour or less and may cross state routes at traffic lights when the state route does not have a posted speed limit greater than 40 miles per hour.

(c) Low-speed vehicles shall comply with all City traffic and parking ordinances.

COMMITTEE REPORT

TO: Clerk of the Council of the City of Charleston, West Virginia

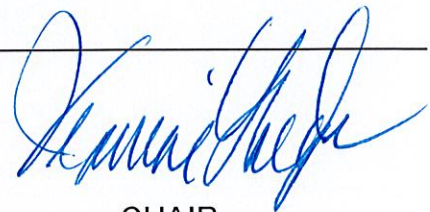
FROM: The Committee on ORDINANCE AND RULES

Your Committee on Ordinance and Rules

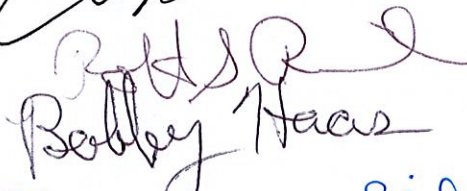
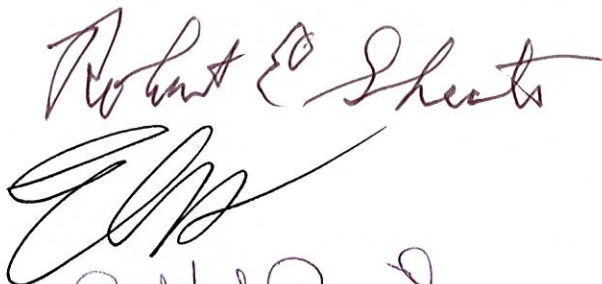
has had under consideration:

Bill No. 7919 - A BILL to amend the Municipal Code of the City of Charleston, by adding thereto four new sections all relating to protecting the safety and health of Charleston residents—and promoting the public safety, health, welfare and good order of said residents—by prohibiting conversion therapy; defining terms; setting forth enforcement provisions, and stating penalties association with violation

and reports the same to Council with the recommendation that the
committee report be adopted.



CHAIR



Robert E. Sheets

John Kennedy Bailey (via Zoom)

Cartney Persinger (via Zoom)
Nay

Bill No. 7919

Introduced in Council:

July 19, 2021

Introduced by:

Caitlin Cook

Adopted by Council:

Referred to:

Ordinance and Rules

Bill No. 7919 - A BILL to amend the Municipal Code of the City of Charleston, by adding thereto four new sections, designated Section 58-51, 58-52, 58-53, and 58-54, all relating to protecting the safety and health of Charleston residents—and promoting the public safety, health, welfare and good order of said residents—by prohibiting conversion therapy; defining terms; setting forth enforcement provisions, and stating penalties association with violation.

WHEREAS, West Virginia Code 8-12-2(a)(9) provides that the City of Charleston has plenary power and authority to adopt an ordinance not inconsistent or in conflict with the West Virginia Constitution, state code, or city charter, that provides for the government, protection, order, conduct, safety and health of persons or property; and

WHEREAS, West Virginia Code 8-12-5(23) and (44) provides that the City of Charleston's City Council has the plenary power and authority to adopt an ordinance that provides for the elimination of hazards to public health and safety and to abate or cause to be abated anything which is declared a public nuisance and to protect and promote the public safety, health, welfare and good order; and

WHEREAS, contemporary science recognizes that being lesbian, gay, bisexual, or transgender is part of the natural spectrum of human identity and is not a disease, disorder, or illness; and

WHEREAS, conversion therapy has been rejected by every major medical and mental health organization, including the American Psychological Association, American Psychiatric Association, American Medical Association, American Academy of Pediatrics, American Academy of Child and Adolescent Psychiatry, American Counseling Association, American Psychoanalytic Association, American School Counselor Association, American School Health Association, National Association of Social Workers, and the Pan American Health Organization; and

WHEREAS, conversion therapy leads to critical health risks including anxiety, depression, decreased self-esteem, substance abuse, homelessness, and suicide; and

WHEREAS, minors are especially vulnerable to the harms associated with conversion therapy; and

36
37 **WHEREAS**, the City has a compelling interest in protecting the physical and
38 psychological well-being of minors, including lesbian, gay, bisexual, and transgender youth,
39 and in protecting its minors against exposure to serious harms caused by conversion
40 therapy.

41
42 **Now, therefore, be it ordained by the Council of the City of Charleston:**

43
44 That the Municipal Code of the City of Charleston, as amended, is hereby amended to add
45 four new sections, designated Sections 58-51, 58-52, 58-53, and 58-54, all to read as
46 follows:

47
48 **CHAPTER 58. – HEALTH AND SANITATION.**

49 **ARTICLE III. – CONVERSTION THERAPY ILLEGAL.**

50
51 **Section 58-51. Definitions.**

52
53 “Conversion therapy” means any practices or treatments that seek to change an
54 individual’s sexual orientation or gender identity, including efforts to change behaviors or
55 gender expressions or to eliminate or reduce sexual or romantic attractions or feelings
56 toward individuals of the same gender. Conversion therapy shall not include counseling
57 that provides assistance to a person undergoing gender transition, or counseling that
58 provides acceptance, support, and understanding of a person or facilitates a person’s
59 coping, social support, and identity exploration and development, including sexual-
60 orientation-neutral interventions to prevent or address unlawful conduct or unsafe sexual
61 practices, as long as such counseling does not seek to change an individual’s sexual
62 orientation or gender identity.

63
64 “Medical or mental health professional” means any individual who is licensed by the
65 City or State to engage in a profession related to physical or mental health, including any
66 interns, trainees, or apprentices who provide medical or mental health services under the
67 supervision of a licensed medical or mental health professional.

68
69 **Section 58-52. Conversion Therapy Prohibited.**

70
71 No person shall engage in conversion therapy with a minor within the City.

72
73 **Section 58-53. Enforcement.**

74
75 (a) The City Solicitor shall have the authority to enforce the provisions of this
76 ordinance. If the City Solicitor determines that a violation of this ordinance has occurred,
77 the City Solicitor or the City Solicitor’s designee may mail to the medical or mental health
78 professional written notice to immediately cease and desist the violation. If the medical or
79 mental health professional fails to immediately cease and desist, the City Solicitor or the
80 City Solicitor’s designee may impose a civil fine on the medical or mental health
81 professional as provided in Section 58-54 of this code.

(b) An individual who is the victim of an action in violation of this Article may bring a civil action for appropriate injunctive relief or damages or both against the person or persons who acted in violation of this Article. As used in this subsection, "damages" includes damages for injury or loss caused by each violation of this Article, including reasonable attorney fees.

Section 58-54. Civil Penalty and Appeal Rights.

(a) A violation of Section 58-54 of this code, if enforced by the City Solicitor or the City Solicitor's designee pursuant to Section 58-53 of this code is punishable by up to a \$1,000 fine for each violation. Each day in violation constitutes a separate offense.

(b) A person subjected to a civil penalty under this section may appeal the civil penalty within ten days of its issuance to the municipal court. Prior to filing an appeal with the municipal court, the person shall pay the required civil penalty in full to the City Collector as bond pending evidentiary hearing before and resolution of the case by the municipal court. The City Collector shall issue a receipt showing the amount of the bond paid, which shall be attached with the appeal to the municipal court clerk. Failure to properly effect appeal in a timely manner constitutes waiver of the right to contest the civil penalty. A final decision from the municipal court may be appealed to circuit court in the same manner as a tax appeal, as set forth in Section 110-115 of this code.

(c) Any civil penalties assessed, which remain unpaid within thirty days of a final determination under this section shall be deemed past due and the City shall have all remedies available to the City Collector for collection upon a delinquent debt.

AMENDMENT

TO: Clerk of the Council of the City of Charleston, West Virginia

AMENDMENT TO BILL: 7919

OFFERED BY: Caitlin Cook

The following amendment to Bill No. 7919 is proposed:

On Page 2, Section 58-52, line 71, by striking out the entire section and inserting in lieu thereof the following: “No medical or mental health professional shall engage in conversion therapy with a minor within the City. This prohibition does not apply to a clergy member or religious counselor who is acting in a pastoral or religious capacity and not in the capacity of a medical or mental health professional.”

AMENDMENT

TO: Clerk of the Council of the City of Charleston, West Virginia

AMENDMENT TO BILL: 7919

OFFERED BY: Caitlin Cook

The following amendment to Bill No. 7919 is proposed:

On Page 2, Section 58-51, lines 53 through 67, by striking out the entire section and inserting in lieu thereof the following:

“Conversion therapy” means any practices or treatments that seek to change an individual’s sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender. Conversion therapy shall not include counseling that provides assistance to a person undergoing gender transition, or counseling that provides acceptance, support, and understanding of a person or facilitates a person’s coping, social support, and identity exploration and development, including sexual-orientation-neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change an individual’s sexual orientation or gender identity.

“Medical or mental health provider” means a clinical psychologist licensed under West Virginia Code § 30-21-1 *et seq.*; a school psychologist licensed under West

Virginia Code § 30-21-1 *et seq.*; a psychiatrist licensed under West Virginia Code § 30-3-1 *et seq.*; a clinical social worker or social worker licensed under West Virginia Code § 30-30-1 *et seq.*; a marriage and family therapist or associate marriage and family therapist licensed under West Virginia Code § 30-31-1 *et seq.*; a professional counselor or clinical professional counselor licensed under West Virginia Code § 30-31-1 *et seq.*; or any students, interns, volunteers, or other persons assisting or acting under the direction or guidance of any of these licensed professionals.

American Academy of Pediatrics



DEDICATED TO THE HEALTH OF ALL CHILDREN®

West Virginia Chapter of the American Academy of Pediatrics INCORPORATED IN WV

WV Chapter AAP

Robert C Byrd HSC
PO Box 9214 – Suite 2350
Morgantown, WV 26506
Phone: 304/612-3314
Fax: 304/293-5491
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Chapter Web Site

www.wvaap.com

The Honorable Members of the West Virginia State Legislature
West Virginia State Capital Complex
Charleston, WV 25305

January 6, 2020

Dear West Virginia Legislators,

On behalf of the West Virginia American Academy of Pediatrics (WV AAP), a non-profit organization of more than 290 primary care pediatricians, Pediatric medical subspecialists and pediatric surgical specialists dedicated to the health, safety and well-being of infants, children, adolescents and young adults, I write to express our support of The Youth Mental Health Protection Act.

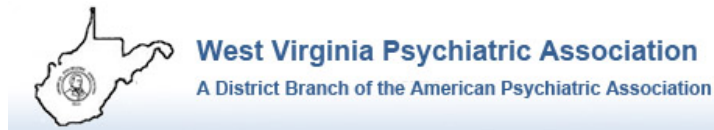
All children and adolescents deserve the opportunity to learn and develop in a safe and supportive environment. “Conversion”, or “reparative therapy” is never indicated for Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) youth. This therapy is not effective and has been deemed harmful to LGBTQ individuals by increasing internalized stigma, distress, and depression. The WV AAP supports your efforts through the Youth Mental Health Protection Act to prohibit mental health professionals who try to engage in “sexual orientation change efforts” with patients.

Homophobia and heterosexism inherent in conversion therapy can contribute to health disparities as marginalization negatively affects the health, mental health, and education of those who experience it. Struggles with self-image and self-esteem result in significant health disparities for sexual minority youth related to depression and suicidality, substance abuse, social anxiety, altered body image, and other health issues.

The WV AAP is focused on meeting three of every child and adolescent’s most basic needs: sound nutrition, nurturing relationships and safe environments. We are pleased to support the Youth Mental Health Protection Act because it will protect sexual minority youth from the harms of “conversion” or “reparative “therapy. If the AAP can be of any further assistance, please do not hesitate to contact myself or our Executive Director, Candice Hamilton.

Sincerely,

Traci Boyd Acklin, MD, FAAP
President, WV AAP



*Tiffany Sparks, MD
President*

*Lauren Swager, MD
President-Elect*

January 13, 2020

Senate President Mitch Carmichael
Speaker of the House Tim Armstead
Members of the West Virginia State Legislature
West Virginia State Capitol Complex
Charleston, West Virginia 25305

Dear Legislators of West Virginia:

The West Virginia Psychiatric Association, the medical society of more than 180 psychiatrists practicing in the state, would like to express strong support for the **Youth Mental Health Protection Act, HB2817**. This important legislation will protect West Virginia's youth from harmful and potentially deadly psychotherapy practices aimed at changing sexual orientation in minors.

Since 1973, the APA has held the position that homosexuality is not a diagnosable mental disorder and therefore does not require treatment or therapy. Conversion therapy has not been shown to have any scientific basis whatsoever. It also has the opposite effect, making youth feel stigmatized and causing them emotional harm.

The American Psychiatric Association published its 1998 position statement that "APA opposes any psychiatric treatment, such as "reparative" or "conversion" therapy, that is based on the assumption that homosexuality per se is a mental disorder or is based on the a priori assumption that the patient should change his or her homosexual orientation."

In 2013, the APA expanded on the position, stating "The American Psychiatric Association does not believe that same-sex orientation should or needs to be changed, and efforts to do so represent a significant risk of harm by subjecting individuals to forms of treatment which have not been scientifically validated and by undermining self-esteem when sexual orientation fails to change. No credible evidence exists that any mental health intervention can reliably and safely change sexual orientation; nor, from a mental health perspective does sexual orientation need to be changed."

Please support the **Youth Mental Health Protection Act, HB2817** for West Virginia's children. If you need further information, please contact me at tsparks@hsc.wvu.edu

Regards,

Tiffany Sparks, MD

Tiffany Sparks, MD,
President, West Virginia Psychiatric Association
Assistant Professor and Program Director, Psychiatry Residency Program,
West Virginia University, Charleston Division



West Virginia School Psychologists Association

wwspa.org

19 December 2019

Dear West Virginia Legislators,

As Social Justice Chair of the West Virginia School Psychologists' Association, I would like to re-address our association's support, originally announced in November of 2018, for a state-wide ban on conversion therapy for West Virginia youth identifying as gay, lesbian, bisexual, transgender, or queer. Such a ban would serve to protect youth mental health by prohibiting referral for conversion therapy practices, which are proven harmful and ineffective.

Conversion therapy, also known as reparative therapy, has been rejected by every mainstream medical, mental health, and educational organization. Several states and municipalities have enacted formal laws "protecting youth from this abusive practice". According to *The Lies and Dangers of Efforts to Change Sexual Orientation or Gender Identity* from the Human Rights Campaign (2018), some practitioners who have used conversion therapy have since denounced the practice. Banning the implementation of conversion therapy with youth under the age of 18 is in the best interest of the children.

Conversion therapy is recognized as dangerous as it lowers self-esteem and increases risk of anxiety, depression, drug use, homelessness, and suicide for youth identifying as gay, lesbian, bisexual, transgender, or queer. Empirical and anecdotal research does not support the use of conversion therapy. Furthermore, it reveals the damage caused by such practices. Health and mental health professionals have determined that homosexuality is not a mental health disorder; therefore, attempt to alter sexual identity under the guise of therapy is harmful and nonsensical. Research also indicates the harm suffered by individuals who are not accepted by their families or society due to their gender expression or sexual orientation. Allowing conversion therapy helps to maintain the harmful viewpoint that homosexuality is inherently wrong and is changeable when data has indicated otherwise.

In summary, conversion therapy is a harmful practice, which perpetuates a flawed societal viewpoint that innate sexual orientation can be altered. Mental health, medical health, and educational organizations have expressed clear agreement that conversion therapy on minors is a destructive practice without empirical support. West Virginia has the opportunity to stand together on the right side of history regarding the rights, safety, and most importantly, health of our youth.

For further information, please contact WVSPA's President, Christina Hare, at chare@k12.wv.us or myself at britainey.cooper@k12.wv.us.

Thank you for your consideration,

Brittainey A. Cooper, MA, Ed.S, NCSP

Lewis County Mental Health Specialist and School Psychologist

Social Justice Chair, West Virginia School Psychologists' Association



February 12, 2021

Senate President Craig Blaire
Speaker of the House Roger Hanshaw
Members of the West Virginia State Legislature
West Virginia State Capitol Complex
Charleston, WV 25305

Dear West Virginia Legislators,

As President, and on behalf of the West Virginia Psychological Association, I offer formal support to the *Youth Mental Health Protection Act*. The purpose of this bill is to protect children and adolescents from harmful and potentially deadly pseudo-therapy practices, specifically the practice known as “conversion therapy.” As psychologists, we pledge to provide ethically sound and evidence-based clinical treatment. We are pleased to once again partner with Fairness WV in support of this important piece of legislation that will protect some of West Virginia’s most vulnerable citizens. We support this proposed legislation as a critical step toward protecting youth in our state who may otherwise be harmed by this dangerous practice.

The *Youth Mental Health Protection Act* would prohibit mental health providers from engaging in or referring a patient under the age of 18 to sexual orientation conversion therapy. The reasons for our support are as follows: 1) The American Medical Association, The American Psychiatric Association, The American Psychological Association, The American Psychoanalytic Association, The American Academy of Pediatrics, and the National Association of Social Workers all agree that, based on rigorous scientific research, sexual orientation is not a choice and cannot be changed. Furthermore, neither heterosexual, same-sex nor bisexual sexual orientation are considered psychiatric disorders, therefore, we cannot and should not be attempting to “treat” or modify any type of sexual orientation. 2) Attempts at modifying sexual orientation have proven to be particularly harmful to the psychological development and well-being of children and adolescents.

Resolutions that forbid “conversion or reparative therapies” date back to 1997 from the American Psychological Association, and have been consistently re-affirmed over the years. In 2015 the Substance Abuse and Mental Health Services Administration (SAMHSA) joined APA in calling for the end of conversion therapy for LGBT youth. Every major mental health group, including the American Psychological Association, has recognized conversion therapy as baseless, counter to scientific evidence, and dangerous to the public. If adopted, WV would be the twenty-first state to protect minors and ban dangerous and harmful attempts to engage in “sexual orientation change efforts.”

For additional information, you may contact me or our Executive Director at info@wvpsychology.org.

Warm regards,

Rebecca Denning, Psy.D. ABPP
President, WV Psychological Association

My name is Carling McManus, I am a property and business owner in Charleston, WV.

The following is a summary of my experience surviving conversion therapy which I am sharing with members of Charleston's City Council so that a deeper understanding of this issue may be reached and so that Charleston may take action to better protect its young people and their families.

I would also like the members of Charleston's City Council to know that I am willing to meet individually in case there are questions that may be difficult to ask in such a public setting. My phone number is 617-240-7311 for those who would like to continue the conversation.

--

When I was 13 years old in 1997, I told my parents that I thought I may be gay. They expressed disappointment and said I must be confused. They set up appointments with a therapist who they felt would be more qualified to "help" me than they were.

The therapy lasted about a year. The therapy consisted of treatments using shame, guilt, and humiliation in order to change my sexual orientation.

The therapist repeatedly forced me to describe sexual content in detail. My visible discomfort with these experiences was used as evidence that my sexual orientation was a problem that needed to be treated. The more discomfort I felt, the more therapy was required for treatment.

Some sessions lasted 2+ hours. Some sessions included my parents, who were asked to tell me how my sexual orientation was hurtful to them and disappointed them, they were also present while I was forced to describe my attraction to women in detail. I was often taken out of school for hours at a time for these appointments. This brought attention from other students and teachers, who treated me like I was sick.

The therapist made claims that if I were gay, I would never be able to get a job, I would never be happy, I would spend my life suffering, that my choice to be gay would only cause my family pain, and that if my grandparents found out, their shock and disapproval would cause them so much stress, it could potentially kill them.

I asked repeatedly to stop the treatment, but my asking to stop was also understood to be proof the therapy was working. These traumatic experiences caused me a lot of anxiety, intense trepidation and fear.

I experienced feelings of hopelessness and began to believe that the sessions would never stop. It was already difficult knowing that I was different than my peers and the prevailing culture, but knowing that my parents and their trusted therapist rejected me was devastating. The hopelessness caused me to wish I were dead instead of continuing to live through the humiliation and shame.

As a last resort I begged to apply to boarding school and was able to prove to the therapist that I was ready and able to go by telling her that I had a boyfriend. The relationship was disingenuous, the boy was a friend, but the therapist believed she had successfully converted me and I went back into the closet at age 14 in 1998.

I came out again at 16 in 2000 while I was in boarding school. The school, being my legal guardian during the semester, protected me from my parents' attempts to intervene again. I began seeing a school counselor in 2000 who validated my sexual orientation and explained to me that being gay was not an illness.

Between 2000 and present day, I have managed depression and anxiety disorders that are the result of the trauma caused by the conversion therapy.

During the conversion therapy, I suffered from suicidal thoughts and I began to believe that I wouldn't live to see my 16th birthday. When I did turn 16, I was glad I had survived, but even then a part of me believed I would eventually succumb to the overwhelming shame and depression and not make it to my 18th birthday. Suicidal thoughts have followed me throughout my life and while I turned 37 last week, there is still a part of me that is convinced I don't deserve to live.

Despite the trauma I endured as a teenager, I have been very successful in my life. I am happily married to my wife, we have been together for 12 years. We married in 2016, after the Supreme Court ruling made it legal for us to do so. I run a growing business here in Charleston that employs seven people.

In my lifetime, acceptance of LGBTQ+ people has become widespread, culturally and legally. The shame and fear that my parents felt because of my sexual orientation made them susceptible to the non-medical and homophobic opinions of a therapist.

In April 2019, the Governor of Massachusetts signed a bill banning the practice of conversion therapy on minors, the same legislation that has been passed in 20 states to date. The ban means that the state licensed therapist would have lost her license for using shame and humiliation to change my sexual orientation. Had a ban been in place in 1997 when my parents called the therapist, she would have had to explain to them that conversion therapy causes long-lasting trauma and that being gay is not an illness.

Looking back on my life so far, I think of all that I've accomplished despite the paralyzing depression and anxiety, and I wonder what more I could have achieved had the local laws protected me from the harm caused by conversion therapy.

Until this point, I have not shared my experience in such a formal and public context, and while I know that the trauma was not my fault, I still feel intense shame sharing this information with you.

Despite the increased visibility of LGBTQ+ people who live openly in every community, survivors of conversion therapy often cannot talk about their experiences. Unfortunately, that silence has led to a false belief that conversion therapy either doesn't exist or that banning conversion therapy won't help anyone.

If I could talk to myself at age 13, I would tell her that her future is full of so much love and belonging, that she would eventually live in a family that accepts her and in a city and community that is glad she calls it home.

There are children living in Charleston who are just like I was at 13, and they deserve to be protected from the harms caused by conversion therapy.



West Virginia

P O Box 3952
Charleston WV 25339-3952

(304) 345-9246
www.acluwb.org

July 29, 2021

Mayor Amy Goodwin and the Charleston City Council
sent via email

cc: City Attorney Kevin Baker, esq.
sent via email

Re: Bill No. 7919—Proposed Ordinance Regarding Protections for Youth from Conversion Therapy

Mayor Goodwin and members of the Charleston City Council:

I am writing to you regarding Bill No. 7919. The American Civil Liberties Union of West Virginia seeks to protect the constitutional rights and civil liberties of all West Virginians. Because this draft ordinance has raised some constitutional concerns, we believe it may be beneficial for our organization, as a group that routinely advocates for free and robust speech, to weigh in on this issue. After careful analysis, it is our position that this proposed ordinance is tailored sufficiently to survive a constitutional challenge.

Any government restriction of speech or conduct necessarily implicates First Amendment concerns and must be examined in that light. For example, if a physician wished to publicly advocate for a treatment, no matter how dangerous or ill-advised, the physician's speech would be entitled to robust protection under the First Amendment. *See Lowe v. SEC*, 472 U.S. 181, 232 (White, J., concurring). However, when speech is considered to be "incidental to conduct," and within the confines of a direct provider-patient relationship, it is subject to a lower level of scrutiny. *See e.g., Pickup v. Brown*, 740 F.3d 1208, 1226 (noting that "communication that psychoanalysis is entitled to constitutional protection, but it is not immune from regulation"). The proposed ordinance here, as drafted, falls into the latter category.

Our reading of the proposed ordinance indicates that, at most, it limits speech incidental to conduct and the restrictions apply only in the context of professional practice. The ordinance would apply only to licensed providers, which would not impinge on religious freedom concerns for clergy, and does not restrict providers from expressing support for conversion therapy so long as such practices are not part of the direct care a provider is offering to a minor. The ordinance, as drafted, does not prevent individuals or organizations subject to the ordinance from providing to parents or guardians referrals to other non-Charleston providers. It is tailored specifically to reach conduct that is within the confines of a provider's professional practice: conduct within a provider-minor client relationship that seeks to change an individual's sexual orientation or gender identity.

While opponents of this specific proposed ordinance may point to a recent Supreme Court case, *National Institute of Family and Life Advocates v. Becerra*, for the proposition that such restrictions are unlawful, it is important to note that Justice Thomas, in his opinion for the majority of the Court in that case, in fact *reaffirmed* that governments may regulate professional conduct. *See Becerra*, 138 S. Ct. 2361, 2372 (2018) (citing *Ohralik v Ohio State Bar Ass'n*, 436 U.S. 447, 448 (1978), and *Planned Parenthood v. Casey*, 505 U.S. 833, 884 (1992)). Neither *Becerra* nor any other Supreme Court case has overturned

settled case law restricting conversion therapy. In fact, the Supreme Court has, as recently as 2019 (notably, post-*Becerra*), declined review of issues in cases challenging decisions affirming restrictions on conversion therapy. See e.g., *Pickup v. Newsom*, 139 S. Ct. 2622 (2019) (denying petition for writ of certiorari); *King v. Murphy*, 149 S. Ct. 1567 (2019) (denying, for the third time, a petition for writ of certiorari). Opponents of conversion therapy restrictions also point to a decision in the Eleventh Circuit, *Otto v. Boca Raton*, wherein a 3-judge panel, divided 2-1, found a conversion therapy ban to be unlawful and in violation of the First Amendment. *Otto v. City of Boca Raton*, 981 F.3d 854 (11th Cir. 2020). It is important to note that this case is an outlier, not binding on the Fourth Circuit, that the decisions in other circuits stand, and that the Eleventh Circuit may still decide to undertake a review *en banc*, which would necessitate a review of the panel's decision by the full Court of Appeals.

I hope this letter provides council with sufficient information to address constitutional concerns councilmembers or community members may have with regards to the proposed ordinance. Please do not hesitate to contact me if I could be of additional assistance in your consideration of this issue. I can be reached via email at lstark@acluwv.org.

Sincerely,



Loree Stark
Legal Director, ACLU-WV

July 29, 2021

Dear City Council Leaders

I am writing to support the proposal that the City of Charleston ban the practice of Conversion Therapy

Over twenty States and the District of Columbia have banned this practice as a harmful, discriminatory, and a danger to the well being of the community.

Conversion Therapy is considered an unethical practice by

- the American Counseling Association,
- the National Association of Social Workers,
- the American Psychology Association, and
- the American Psychiatric Association,.

Each of these national associations opposes and condemns its use.

In our own State of West Virginia, licensed counselors, licensed social workers, licensed psychologists, and licensed psychiatrists are in danger of losing their licenses if they attempt to preform this kind of treatment.

The purpose of licensure is to protect the public from harmful practices.

- An unlicensed person is not required to abide by a code of ethics.
- An unlicensed person is not required to consider the health or safety of the individual receiving the treatment.
- An unlicensed person is not required to consider the well being of the community and the public.

Banning the practice of Conversion Therapy would send a significant message to those families considering subjecting their children to this kind of treatment.

Banning the practice of Conversion Therapy would cause vulnerable families to think twice before agreeing to it.

Banning the practice of Conversion Therapy would send an important message to the groups and individuals supporting this harmful practice.

As a Pastor and a Pastoral Counselor, I believe that unlicensed individuals and groups are endangering their clients and members if they are involved in promoting this practice. This should not be permitted in our fine City.



Rev Dr Sky Kershner, MSW, DMin
Executive Director, Kanawha Pastoral Counseling Center
Assistant Professor, WVU School of Medicine, Charleston Division
Pastor, Unity of Kanawha Valley Church

July 30, 2021

Dear Mayor Amy Goodwin and members of City Council,

We are a collection of faith leaders from across the Kanawha Valley that have joined together to write to you in support of Councilwoman Caitlin Cook's bill to ban conversion therapy on minors.

As faith leaders, we believe we must do everything in our power to make sure that West Virginia is a safe place to live, work, and raise a family for all people, including members of the LGBTQ community. Unfortunately, the dangerous and discredited practice of conversion therapy is still legally allowed to flourish in our state.

We recognize the harm caused to our community when our community continues to allow conversion therapy to continue unchecked. Children who subjected to the pseudoscientific practice of conversion therapy are more likely to experience depression, anxiety, and even attempt suicide. We feel it is important for us, as representatives of the Kanawha Valley's faith community, to speak up and stand in solidarity with members of the LGBTQ community.

The bill will not harm our ability to continue serving our congregations and churches without interference from the government. We strongly support this proposal, and we encourage members of council to vote in favor of it.

Yours,

Rev. Ronald English

Rev. Amy Parker

Rabbi Victor Urecki

Rev. Claire Butler

Rev. Cindy Briggs-Biondi

Rev. Michelle Boomgaard

Rev. Jim Lewis

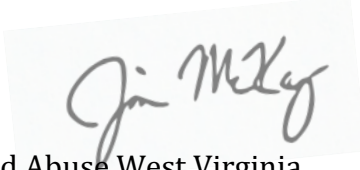
Rabbi Joe Blair

To: Members of Charleston City Council

From: Jim McKay, State Coordinator, Prevent Child Abuse West Virginia

Subject: Ordinance Banning Conversion Therapy

Date: July 30, 2021



I am writing on behalf of Prevent Child Abuse West Virginia, a project of TEAM for WV Children. We are the state chapter of Prevent Child Abuse America – the largest organization in the country dedicated to the prevention of child abuse and neglect. Last year, in conjunction with our 42 local Partners in Prevention Teams across the state (including Charleston), we served over 80,000 parents, children and families leading efforts to prevent child abuse and neglect across West Virginia. In addition to our local efforts, we also advocate for effective policies that strengthen families, prevent child abuse, and help children thrive.

Our organization is pleased to affirm our support for the proposed City Council bill that would ban the practice of conversion therapy for minors in Charleston.

We join with national groups like the American Academy of Child and Adolescent Psychiatry, the American Academy of Pediatrics, the National Sexual Violence Resource Center, the American Counseling Association, American Medical Association, American Psychiatric Association, American Psychological Association, American School Counselor Association, National Association of Social Workers and others in opposing conversion therapy. Together these organizations represent over 477,000 health and mental health professionals nationwide.

We urge you to listen to the expertise of these health and mental health professionals, and to organizations like ours that work to protect children from abuse, and to vote YES on passage of the bill banning conversion therapy.

Conversion therapy treats homosexuality under the false pretense that it is a mental disorder. It is not. Practitioners of conversion therapy use harmful counseling methods of coercion to manipulate vulnerable children. The practice can lead to severe emotional damage, which is harmful to children.

Children need our protection – including protection from those who would use harmful “reparative therapy” techniques on them. Please follow the advice of professionals and ban the use of conversion therapy in Charleston and encourage the state to do so as well.

July 30, 2021

To Members of the Charleston City Council:

It has come to our attention that the Council has been contacted by parties stating that they are planning to file a legal challenge to the City's proposed ordinance prohibiting licensed medical and mental health professionals from engaging in conversion therapy with minors. We are confident that any such challenge would promptly be rejected by the courts.

Twenty states and at least 94 municipalities have enacted similar laws, and those laws remain in full force and effect. To date, two federal courts of appeals have upheld such laws against constitutional challenges, in cases arising in New Jersey and California. One court, in a Florida case, reached a contrary result, and a request for the court to reconsider that decision is currently pending. The Florida case is an outlier, and we are confident that the Fourth Circuit Court of Appeals and any other federal or state court considering a challenge to the proposed ordinance, would reject its reasoning and reach the same result as in the New Jersey and California cases.

In another case, a federal district court, applying principles of "implied preemption" under Florida law, concluded that the City of Tampa may not regulate licensed professionals. That case, which is currently on appeal, has no application in West Virginia.

The Supreme Court of Appeals of West Virginia has held that municipalities may enact local laws and ordinances as long as they do not conflict with the state's constitution or statutes. There is no such conflict here. The proposed ordinance is fully consistent with state law regulating medical and mental health professionals to protect the health and wellbeing of the public.

In short, the proposed ordinance is lawful and constitutional, and would provide critical protections to Charleston's youth against the well-documented, severe harms caused by the discredited practice of conversion therapy. We urge the Council to adopt it.

Regards,



Casey Pick, Esq.

*Senior Fellow for Advocacy
and Government Affairs
The Trevor Project*



Diego Miguel Sanchez, APR

*Director of Advocacy,
Policy & Partnerships
PFLAG National*



Sarah Warbelow, Esq.

*Legal Director
Human Rights
Campaign*



Shannon Minter, Esq.

*Legal Director
National Center for
Lesbian Rights*



Mathew Shurka

*Co-Founder and Chief
Strategist
Born Perfect*



City of Charleston, WV
501 Virginia St. E
Charleston, West Virginia 25301

Aug. 1, 2021

Dear Mayor Goodwin and members of Charleston City Council,

We the undersigned are members of the first-ever Appalachian Queer Youth Summit, a Charleston-area summer camp for LGBTQ+ high school students and students from LGBTQ+ families. We were proud to hold our inaugural camp in an inclusive city like Charleston, which as you know was the first city in the state to enact an LGBTQ+ inclusive nondiscrimination ordinance, paving the way for so many other towns and cities. We are writing to encourage city leaders to continue leading on LGBTQ+ equality by passing Bill No. 7919, which would prohibit licensed mental health providers from practicing so-called conversion therapy.

We acknowledge our privilege as young people who come from places of acceptance. In fact, we are not only accepted by our families; we are actively encouraged to be ourselves. That is sadly not the case for many of our friends within the LGBTQ+ community. We are disturbed to hear some officials say conversion therapy is no longer practiced. We want to assure you it is real and it is harmful.

Every mainstream medical association denounces conversion therapy. Research shows that LGBTQ+ people are 92 percent more likely to

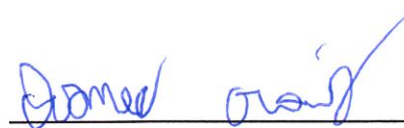
attempt suicide if they are exposed to conversion therapy. That's why 21 states have voted to ban the practice. We hope West Virginia is added to that list soon, but in the meantime, we are counting on our municipal representatives to act.

We all know people are leaving West Virginia, especially young people. LGBTQ+ people still lack many protections statewide, and that only fuels the desires of many to leave the state to find more accepting and diverse places to call home. Knowing our city protects people like us gives us an incentive to stay here, because it makes us feel safer and more protected.

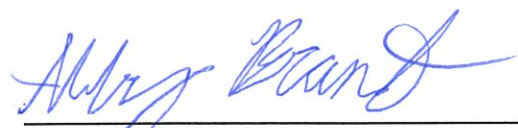
Thank you for your time and consideration of this important bill. We hope Charleston continues to be at the forefront of supporting its LGBTQ+ youth.

Sincerely,

Jamie, 17, Parkersburg

_____

Abby, 16, Charleston

_____

Emma, 16, Charleston

_____

Micah, 18, Charleston

_____

Terren, 17, Parkersburg

Terren Cox-Yelveston

Arianna, 18, Terra Alta

Arianna Grover-Landis

Jaye, 18, South Charleston

Jaye Hinks

Cecil, 18, Charleston

Cecil Hoskins

Gwendolyn, 15, Charleston

Gwendolyn McSilve

Ana, 17, Elkins

Ana Phillips

Sebastian, 17, Danville

Sebastian Riley

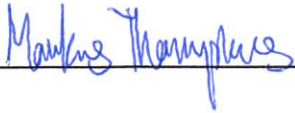
Erin, 18, Charleston

Erin Bee

Mykah, 16, St. Albans

A handwritten signature in blue ink, appearing to be 'Mykah', written over a horizontal line.

Markus, 18, Morgantown

A handwritten signature in blue ink, appearing to be 'Markus Thompson', written over a horizontal line.

West Virginia Reparative Therapy Provider

August 2, 2021

RE: 7919

I would ask the council to consider the following:

Could 7919 be used to penalize a man who has identified as heterosexual all his life, but having feelings of sexual attraction to men. If the therapist encourages or affirms those feelings, would they be in violation of the conversion ban?

Each citizen has a right to choose whatever therapy they desire by finding a medical provider or therapist that best meets their ideas of morality.

It is government overreach to dictate to any medical community a specific standard based on their political preference or specific ideas about morality.

In every sense this robs all the individuals in this scenario of choosing their own path about their life. To see this as a simply binary choice is very short sighted. A clumsy attempt to ban a specific "so called" conversion therapy is unwise. It is my experience that no professional uses that kind of limited binary thinking about any issue. This unconstitutional ban endangers professionals from attempting to meet their individual patients needs by adding an extra layer of punishment and judgement on the provider and patient. Professionals use multiple decision trees of experience, training, individual "boots on the ground" evaluation and a myriad of other factors in assisting their clients.

Sympathy for someone in pain or transition of any kind is deeply intense and personal. Please keep bureaucracy and civil fines out of an already difficult situation for a patient and their medical provider.

It is my opinion that the desire to assert their sexual practices may seem well intentioned, but clearly has multiple negative ramifications.

Government should not seek to limit freedoms but protect them.

Sincerely,

A Concerned Licensed Therapist Practicing in Charleston, West Virginia



FLORIDA OFFICE:

PO Box 540774
Orlando, FL 32854
Tel 407-875-1776
Fax 407-875-0770
www.LC.org

DISTRICT OF COLUMBIA OFFICE:

109 Second Street NE
Washington, DC 20002
Tel 202-289-1776
Fax 407-875-0770

VIRGINIA OFFICE:

PO Box 11108
Lynchburg, VA 24506
Tel 407-875-1776
Fax 407-875-0770
Liberty@LC.org

REPLY TO FLORIDA

August 2, 2021

The Honorable Amy Shuler Goodwin
501 Virginia Street East
Charleston, WV 25301
mayorsoffice@cityofcharleston.org

RE: Proposed Speech Ban
City of Charleston Bill No. 7919

Dear Mayor Goodwin:

Liberty Counsel is a national nonprofit litigation, education, and public policy organization focused on protecting First Amendment liberties. Liberty Counsel engages in nationwide advocacy on First Amendment issues through a variety of means, including informational letters and strategic impact litigation, in association with local counsel. We have constituents, supporters, and affiliated attorneys in every state in the nation, including West Virginia.

Constituents in the City of Charleston, West Virginia have advised Liberty Counsel of the proposed City of Charleston Bill No. 7919, adding Sections 58-51, 58-52, 58-53, and 58-54 to the Municipal Code of the City of Charleston, to make “Conversion [sic] Therapy Illegal.” Liberty Counsel writes in opposition to the proposed Ordinance, which would censor and ban purely verbal counseling (pejoratively called “conversion therapy”) based on the City’s disapproval of the viewpoint of that counseling. If enacted, the proposed Bill would censor licensed professionals who are providing voluntary, beneficial counseling to minors and families who want to receive it. Moreover, the Bill would be an unconstitutional ban on protected speech, and it should be rejected.

In support of this position, Liberty Counsel brings to your attention two recent federal court rulings against such counseling bans: one from the United States District Court for the Middle District of Florida, and the other from the United States Court of Appeals for the Eleventh Circuit. Both cases were filed by Liberty Counsel on behalf of licensed mental health providers and are summarized below.

In *Vazzo v. City of Tampa*, 415 F. Supp. 3d 1087 (M.D. Fla. 2019), United States District Judge William F. Jung issued an [order](#) granting summary judgment to Liberty Counsel in a suit to invalidate the City of Tampa ordinance (substantively identical to your proposed Bill No. 7919) prohibiting licensed counselors from providing, and minors

and their families from receiving, counseling to reduce or eliminate their unwanted same-sex attractions or behaviors, and unwanted sexual or gender identity confusion. The court ruled that local governments do not have authority to regulate counseling because it is the prerogative of the state. The 41-page ruling states, in part:

“There is no grant of authority by the Florida Legislature to municipalities to substantively regulate healthcare treatment and discipline.”

“The City Ordinance is preempted by the comprehensive Florida regulatory scheme for healthcare regulation and discipline. Accordingly, the Court strikes the Ordinance under the implied preemption doctrine and grants the Plaintiffs’ motion for summary judgment on Count VI.”

“The State statutory scheme for healthcare regulation leaves nothing substantive at all for municipalities to do; there is no grant or delegation at all to localities.”

“To say that the State of Florida’s regime of healthcare regulations is vast is an understatement. There seems nothing more regulated and addressed by the Florida legislative and administrative body than healthcare, and a material part of this is mental health related. In addition to its breadth and depth, this Florida regulatory scheme is uniform across each of the 400 plus municipalities in the State. In contrast, the Tampa Ordinance covers only the 114 square miles of city limits, leaving the substantive mental health therapy rules to vary depending which of the 400 plus Florida municipalities one is in, or even where one is within Hillsborough County.”

“Nothing is more intimate, more private, and more sensitive, than a growing young man or woman talking to a mental health therapist about sex, gender, preferences, and conflicting feelings. The Ordinance inserts the City’s code enforcers into the middle of this sensitive, intense and private moment. But this moment is already governed by Florida’s very broad rights of privacy, something the Ordinance ignores...The Florida Constitution’s privacy amendment suggests that government should stay out of the therapy room. The Tampa Ordinance does not address this constitutional issue, and in doing so the City attempts to occupy a very private space, contrary to a strong statewide policy.”

“The Ordinance eliminates this longstanding parental right without discussion or exception—Florida already occupied this ground. Parental rights, which the Florida Supreme Court has noted are fundamental and protected by the state constitution, are reduced or increased within Hillsborough County, Florida, depending on whether one steps across the Tampa city line or not.”

“All of these topics such as constitutional privacy rights, parental choice, patient choice as to treatment, and the availability of non-conventional or

alternative treatments show that the Legislature has occupied entirely the very wide healthcare swath, whether it is called ‘informed consent’ or ‘patient’s rights.’ No room exists in this pervasive and uniform statewide program for the more than four-hundred Florida municipalities to regulate where legislative intent resides so broadly.”

The *Vazzo* Court also addressed the testimony presented by experts witnesses proffered by the City of Tampa and Liberty Counsel. The below summary of the Tampa experts’ testimony demonstrates the fallacy of Tampa’s proposed justifications for its counseling ban, which are substantively the same as those offered by proponents of your Bill No. 7919. The *Vazzo* Court provided the following bullet points.

“Although the City expresses confident certitude, the City’s experts, one or both, expressly agreed with the following points:

- Minors can be gender fluid and may change or revert gender identity. Dkt. 192-2 at 38–40.
- Gender dysphoria during childhood does not inevitably continue into adulthood. Dkt. 192-2 at 85–87.
- Formal epidemiologic studies on gender dysphoria in children, adolescents, and adults are lacking. Dkt. 192-2 at 92.
- One Tampa expert testified there is not a consensus regarding the best practices with prepubertal gender nonconforming children. Dkt. 192-2 at 120–21.
- A second Tampa expert testified consensus does not exist regarding best practices with prepubertal gender nonconforming children, but a trend toward a consensus exists. Dkt. 192-1 at 159.
- Emphasizing to parents the importance of allowing their child the freedom to return to a gender identity that aligns with sex assigned at birth or another gender identity at any point cannot be overstated. Dkt. 192-2 at 123.
- One cannot quantify or put a percentage on the increased risk from conversion therapy, as compared to other therapy. Dkts. 192-2 at 131; 192-1 at 198–99.
- Scientific estimates of the efficacy of conversion therapy are essentially nonexistent because of the difficulties of obtaining samples following individuals after they exit therapy, defining success, and obtaining objective reassessment. Dkt. 192-1 at 136–37.
- Based on a comprehensive review of this work, the American Psychological Association 2009 SOCE Task Force concluded that no study to date has demonstrated adequate scientific rigor to provide a clear picture of the prevalence or frequency of either beneficial or harmful SOCE outcomes. More recent studies claiming benefits and/or harm have done little to ameliorate this concern. Dkt. 192-1 at 148.
- No known study to date [looking at 2014 article Dkt. 192-6 at 2] has drawn from a representative sample of sufficient size to draw

- conclusions about the experience of those who have attempted SOCE. Dkt. 192-1 at 149.
- No known study [looking at same 2014 article] has provided a comprehensive assessment of basic demographic information, psychosocial wellbeing, and religiosity, which would be required to understand the effectiveness, benefits and/or harm caused by SOCE. Dkt. 192-1 at 150.
 - Although research on adult populations has documented harmful effects of SOCE, no scientific research studies have examined SOCE among adolescents. Dkt. 192-1 at 153.
 - With extraordinarily well-trained counseling “in a hypothetically perfect world” it may be an appropriate course of action for a counselor to aid a gender-dysphoric child who wants to return to biological gender of birth. Dkt. 192-1 at 171–72.
 - There is a lack of published research on efforts to change gender identity among childhood and adolescents. Dkt. 192-1 at 177.
 - As of October 2015 no research demonstrating the harms of conversion therapy with gender minority youth has been published. Dkt. 192-1 at 180–81. In 2018 an article was published on youth but causal claims could not be made from that 2018 report. Dkt. 192-1 at 181.”

The case decided by the federal Eleventh Circuit Court of Appeals in *Otto v. City of Boca Raton, Fla.*, 981 F.3d 854 (11th Cir. 2020), was also filed by Liberty Counsel, against the City of Boca Raton and Palm Beach County, Florida. The speech ban in *Otto* case was also substantively identical to the ban struck down in Tampa (and you proposed Bill No. 7919. In *Otto*, the U.S. District Court for the Southern District of Florida initially denied a preliminary injunction against the ban, but the Eleventh Circuit reversed, concluding:

This decision allows speech that many find concerning—even dangerous. But consider the alternative. If the speech restrictions in these ordinances can stand, then so can their inverse. Local communities could prevent therapists from validating a client's same-sex attractions if the city council deemed that message harmful. And the same goes for gender transition—counseling supporting a client's gender identification could be banned. It comes down to this: if the plaintiffs’ perspective is not allowed here, then the defendants’ perspective can be banned elsewhere. **People have intense moral, religious, and spiritual views about these matters—on all sides. And that is exactly why the First Amendment does not allow communities to determine how their neighbors may be counseled about matters of sexual orientation or gender.**

“If there is a bedrock principle underlying the First Amendment, it is that the government may not prohibit the expression of an idea simply because society finds the idea itself offensive or disagreeable.” *Texas v. Johnson*, 491 U.S. 397, 414, 109 S. Ct. 2533, 105 L.Ed.2d 342 (1989). The challenged ordinances violate that principle, and the district court should have

enjoined their enforcement. We therefore **REVERSE** the district court's order and **REMAND** for entry of a preliminary injunction consistent with this opinion.

Otto, 981 F.3d at 871–72 (emphasis added and original). Also, in its consideration of *National Institute of Family & Life Advocates v. Becerra*, 138 S. Ct. 2361 (2018) (“*NIFLA*”), the Eleventh Circuit explained that the United States Supreme Court

not only addressed similar doctrinal issues to those we face here [but] it **directly criticized other circuit decisions approving of SOCE bans**. In *Pickup v. Brown*, the Ninth Circuit reviewed California's anti-SOCE law under the rational basis standard. *See* 740 F.3d 1208, 1231 (9th Cir. 2014). And in *King v. Governor of New Jersey*, the Third Circuit reviewed New Jersey's similar law under intermediate scrutiny. *See* 767 F.3d 216, 234–37 (3d Cir. 2014). ***NIFLA* disapproved of both courts’ willingness to “except professional speech from the rule that content-based regulations of speech are subject to strict scrutiny.”** 138 S. Ct. at 2371. **“Speech is not unprotected merely because it is uttered by ‘professionals.’”** *Id.* at 2371–72.

Otto, 981 F.3d at 867 (emphasis added). As the Charleston City Council may (or may not) be aware, *Pickup* and *King* were also litigated by Liberty Counsel, and we are confident of the analysis and the position set forth in this letter: the speech ban proposed by the City of Charleston is unconstitutional.

We hope these rulings will be informative to you and the Council. And we hope that the Council will respect the First Amendment rights of licensed counselors, their minor clients, and parents, by rejecting proposed Bill No. 7919. Enacting Bill No. 7919 will expose the City to potentially substantial financial liability for civil rights violations, in spite of the City’s purported justifications.

Very truly yours,



Roger K. Gannam[†]
Assistant Vice President of Legal Affairs

c: Chris Pritt, Esq.

[†] Admitted in Florida
Fla. Bar. No. 240450



FAMILY POLICY COUNCIL WEST VIRGINIA

August 2, 2021

Charleston City Hall
Charleston, West Virginia

RE: Proposed Ordinance 7919

We Oppose 7919

Dear Mayor Amy Goodwin & Charleston City Council Members,

The Family Policy Council defends faith, family and freedom in West Virginia. As written this ordinance does not distinguish between the universally opposed counseling practice intentionally mislabeled as Conversion Therapy, and the widely accepted talk therapy practice known as reparative therapy.

Reparative Therapy is talk therapy that pastors regularly recommend for families and minors to help them achieve the mental health goals they want that often explore the root cause for sexual desires and same-sex erotic feelings and behaviors. This talk-therapy often assists victims of child and sex trafficking who seek to repair their mental health and their future sexual relationships. Many rescued victims have been forced to perform same sex acts for customers and wish to leave acts and those memories of abuse in their past.

Charleston almost has a monopoly on those therapists willing to approach counseling from a wholistic spiritual and professional perspective that matches a family's faith and mental health goals. This ban will create a legal barrier to those mental health services for most all of southern West Virginia families.

This ordinance is a case where the cure is far more damaging than the contrived disease. We urge a No vote of this misnamed ordinance. It is a made up trojan horse where the sword of an overzealous city council will harm the innocent victims contained within who only wish to continue meeting with their therapists.

Sincerely,

Allen Whitt,
President of the Family Policy Council of West Virginia



8/2/2021

Charleston City Council Members or whom it may concern regarding proposed ordinance 7919,

We Oppose 7919

My name is Bo Burgess Senior Pastor at Jordan Baptist Church in Gallipolis Ferry, WV, and I also serve as the director of West Virginia Baptists for Biblical Values.

WVBBV is a local ministry that represents the policy and faith positions of Bible believing churches and Christians from all over our state, especially in the Charleston area. Currently 19 Charleston area churches we coordinate with would be negatively impacted by this misnamed ordinance. Our goal is to be a voice for Biblical values at all levels of government.

Today I, along with other pastors and ministry leaders from the Charleston area, and around the state of West Virginia, are sending this letter to show our support for free speech, parental rights, and religious liberties. We believe the Conversion Therapy Bill Ban 7919 silences free speech, restricts the rights of parents to make healthcare choices for their children, and infringes upon religious liberties. On behalf of many area churches, pastors, and people of faith in the city of Charleston and the surrounding areas urge you to please vote on bill 7919.

Thank you for your time. Have a great day and God bless.

Pastor Bo Burgess

Director of WV Baptists for Biblical Values

Email: pastorboburgess@gmail.com

Cell: 304-377-2328

Pastor Mike Long

Spring Fork Missionary Baptist Church

Charleston, WV

Pastor Jesse Waggoner

Mt. Calvary Baptist Church

South Charleston, WV

Pastor Kevan Bartlet

Maranatha Baptist Church

Charleston, WV

Pastor Gary Hall

Mt. Olivet Baptist Church

Charleston, WV

Pastor David Grigsby

Faith Gospel Baptist Church

Gallipolis Ferry, WV

Pastor Butch Paugh

Huttonsville Fellowship Church

Huttonsville, WV

Pastor Mike Hatcher

Ripley Tabernacle Baptist

Ripley, WV

Pastor Kim Stone

Liberty Baptist Church

Milton, WV

Pastor Rich Fuller

Grace Baptist Church

Point Pleasant, WV

Pastor Mike Hager

Faith Missionary Baptist Church

St. Albans, WV

Pastor Bo Burgess

Jordan Baptist Church

Gallipolis Ferry, WV

Pastor Tony Taylor

Victory Independent Baptist Church

Victor, WV

Pastor Brian May

Ashton Baptist Church

Ashton, WV

Pastor Brett Wiley

Fairview Baptist Temple

Clay, WV

Pastor Dennis Morrello

Lighthouse Baptist Church

Huntington, WV

Pastor John Smith

Teays Valley Baptist Church

Teays Valley, WV

Pastor Justin Simmons
Faith Baptist Church
Spencer, WV

Pastor Jeff Anderson
Trinity Methodist Church
Point Pleasant, WV

Pastor Chris VanNatter
Hopewell Baptist Church
Alum Creek, WV

Pastor Michael Smith
First Baptist Church of Pinch
Pinch, WV

Pastor Jon Pinson
Grace Baptist Church
Point Pleasant, WV

Pastor Dan Caldwell
Faith Baptist Church
Martinsburg, WV

Pastor Jeff Reed
Grace Baptist Church
Point Pleasant, WV

Pastor Mark Secrist
Mountain State Baptist Church

Summersville, WV

Pastor Mark Mayes

Point of Faith Church

Point Pleasant, WV

Evangelist Scott Pauley

Cranberry Baptist Church

Beckley, WV

Pastor Nathan Jude

Antioch Baptist Church

Ona, WV

Pastor Paul Gray

Bethel Church

Poe, WV

Pastor Terry Burgess

Elkins Church of the Nazarene

Elkins, WV

Pastor Chip Rose

Metropolitan Baptist Church

Elkins WV

Resolution No. 517-21

Introduced in Council:

Adopted by Council:

August 2, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 517-21 - Authorizing the Mayor or City Manager to submit a grant application to
2 the Department of Justice Edward Byrne Memorial Justice Assistance Grant program in the
3 amount of \$76,294.00 and administer any funds awarded. The Charleston Police Department
4 will utilize these funds to purchase two pole cameras and provide interview and interrogation,
5 shooting incident and homicide investigation training classes to its officers.

6

7 Be it Resolved by the Council of the City of Charleston, West Virginia:

8 That the Mayor or City Manager is authorized to submit a grant application to the Department
9 of Justice Edward Byrne Memorial Justice Assistance Grant program in the amount of
10 \$76,294.00 and administer any funds awarded. The Charleston Police Department will utilize
11 these funds to purchase two pole cameras and provide interview and interrogation, shooting
12 incident and homicide investigation training classes to its officers.

13

Resolution No. 518-21

Introduced in Council:

Adopted by Council:

August 2, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 518-21 - Authorizing the City Manager or the Parking System Director to enter
2 into a five-year parking lease agreement with the Supreme Court of Appeals of West Virginia
3 for certain parking spaces located along Venable Avenue and California Avenue, where the
4 terms of such lease are attached hereto.

5

6 Be it Resolved by the Council of the City of Charleston, West Virginia:

7 That the City Manager or the Parking System Director is authorized to enter into a five-year
8 parking lease agreement with the Supreme Court of Appeals of West Virginia for certain
9 parking spaces located along Venable Avenue and California Avenue, where the terms of such
10 lease are attached hereto.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made this ____ day of _____, 2021, by and between THE CITY OF CHARLESTON, (the "Lessor"), party of the first part, and THE SUPREME COURT OF APPEALS OF WEST VIRGINIA, (the "Lessee"), party of the second part.

RECITALS

WHEREAS, the Lessor is a municipal subdivision of the State; and

WHEREAS, the Lessee is the Judicial Branch of State Government; and

WHEREAS, Lessor desires to lease unto the Lessee and Lessee desires to lease from Lessor certain Premises (hereinafter defined) for the purpose of Lessee using the Premises as a parking area; and

WHEREAS, W. Va. State Code § 8-12-18 permits municipalities to lease real property to the state or any agency or instrumentality thereof for a public purpose for an adequate consideration without considering the commercial or market value of the property; and

WHEREAS, Lessor has no specific need or necessary use for the Premises and Lessee requires the Premises for a public use.

NOW, THEREFORE, WITNESSETH that in consideration of the mutual promises contained herein, the mutual benefits to be derived hereby by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

- 1) Lessor does hereby GRANT, DEMISE and LEASE unto Lessee the exclusive rights to use those certain parking spaces located along Venable Avenue, Charleston, West Virginia 25304, to be referred to herein as the "Premises at Venable"; and
- 2) Lessor does hereby MODIFY and EXTEND the term of a previous lease granted unto the Lessee the exclusive rights to use those three certain parking spaces located along California Avenue, Charleston, West Virginia 25302, to be referred to herein as the "Premises at California." The original lease of these Premises at California commenced on the 1st day of February 2017, to expire at midnight on the 31st day of January 2022.

The Premises at Venable and the Premises at California, collectively referred to herein as "the Premises," are more fully described in **Exhibit A** attached hereto;

TO HAVE AND TO HOLD the Premises for a term of five (5) years, effective upon

the date this agreement is signed by authorized representatives of both Lessor and Lessee, and expiring at midnight on the 30th day of June 2026, unless this Lease shall sooner end and terminate as hereinafter provided.

LEASE TERMS

Section 1 - Designation of Area. Lessee shall install and maintain the appropriate signs to indicate that the Premises are for use by the Lessee.

Section 2 - Permitted Use. The Premises shall be used by Lessee for on-street parking purposes with respect to the Premises at California and off-street parking purposes within the City's right of way with respect to the Premises at Venable. No other use shall be permitted. Use shall be in full compliance with all federal, state, City of Charleston, and other applicable laws and regulations and the individual owners of all vehicles shall be liable for any failures of such compliance; provided, Lessee shall exercise commercially reasonable efforts to notify all authorized users of the terms, conditions, and restrictions of this Lease and of any applicable laws and regulations related to the use of the Premises.

Section 3 - Maintenance and Alteration. Lessor shall maintain the Premises in good condition as required by law, except with regard to: (1) damage caused by Lessee, its agents, representatives, or employees above normal wear and tear relative to similar property, (2) damage caused by Lessee, its agents, representatives, or employees as a result of willful misconduct or negligence and (3) damage to signage. Such damage, above normal wear and tear or caused as a result of willful misconduct or negligence shall be repaired at the expense of Lessee. Lessee shall in no way alter, modify, or improve the Premises, without the written consent of the Lessor, which shall not be unreasonably withheld. In the event that any improvements are made to the Premises, said improvements shall become part and parcel of the Premises and shall remain upon and be surrendered with the Premises at the end of the term of this Lease.

Section 4 - Enforcement. Lessor shall have no obligation to enforce Lessee's right to exclusive use. Enforcement of regulations governing the Premises will be the responsibility of Lessee by and through the Parking Section of the West Virginia Real Estate Division or other enforcement mechanisms within the control of the Lessee. Lessee may call the City of Charleston Parking System at 304-348-0739 to request assistance with enforcing the Lease, but Lessee acknowledges that Lessor will not routinely monitor the Premises. If Lessor requests assistance with enforcing the Lease, Lessor shall ensure that all vehicles properly parked on the Premises pursuant to the Lease shall be designated with a placard, sticker, or other clear marking indicating it has permission to be parked on the Premises.

Section 5 - Consideration. In exchange for the exclusive use of the Premises, Lessee shall pay a monthly rate of \$40.00 per parking space. As shown in Exhibit A, this Lease is for twelve (12) parking spaces. Accordingly, the monthly payment due pursuant to this Lease is

\$480.00. The \$480.00 per month shall be made payable to “City of Charleston – Parking System” and remitted to PO Box 2749, Charleston, WV 25330.

Section 6 - Responsibility for Claims. Lessor will be responsible for any claims or damages arising from willful, intentional, or unlawful acts of Lessor, or its employees or agents. Lessee will be responsible for any claims or damages arising from willful, intentional, or unlawful acts of Lessee, or its employees or agents. Liability for any other claims will be fact dependent.

Section 7 - Liability Insurance. Lessee acknowledges that it has the right and authority to obtain and maintain liability insurance coverage for any property it keeps on the Premises or for any claims brought against it related to the Premises. Lessee further acknowledges that Lessor does not have the authority to obtain and maintain liability insurance coverage for the property Lessee keeps on the Premises.

Section 8 -Termination. Lessor or Lessee may terminate the Lease upon thirty (30) days written notice.

Section 9 - Assignment and Subletting. Lessee shall not sublet, assign, or encumber this Lease without express written consent of Lessor, which consent shall not be unreasonably withheld.

Section 10 - Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given at the time delivered or deposited in the United States mails, certified or registered and postage prepaid, addressed to the parties as follows:

If to Lessor: City of Charleston
Attn: City Manager's Office
501 Virginia Street E
Charleston, WV 25301

If to Lessee: Supreme Court of Appeals
Attn: Administrative Director
Building #1, Room # E-100
1900 Kanawha Blvd East
Charleston, WV 25305

Section 11 - Authority. Lessor and Lessee each hereby represent and warrant unto the other that (i) all necessary action has been taken on the part of Lessor and Lessee, respectively, to obtain approval and authority to enter into this Lease and to perform their respective obligations hereunder and (ii) that the person executing this Lease on behalf of Lessor and Lessee is fully authorized to bind the Lessor and Lessee respectively.

Section 12 - Choice of Law, Dispute Resolution, and Consent to Jurisdiction.

This Agreement shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by the laws of the State of West Virginia. If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default, or other dispute through negotiation.

IN WITNESS WHEREOF, the parties hereunder have subscribed their signatures as of the date first above written.

THE CITY OF CHARLESTON

By: _____

Its: _____

Date: _____

THE SUPREME COURT OF APPEALS OF
WEST VIRGINIA

By: _____

Its: _____

Date: _____

EXHIBIT A – Premises at California



EXHIBIT A – Premises at Venable



Resolution No. 519-21

Introduced in Council:

Adopted by Council:

August 2, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 519-21 - Directing the City Treasurer to transfer the amount of \$2,000,000.00
2 from the Sinking Fund, Fund 100, to the General Maintenance Fund, Fund 220, for the
3 purposes of funding a portion of the construction of the Slack Plaza / City Center renovation
4 project. The balance in the Sinking Fund exceeds the purposes for which it was established.
5
6 Be it Resolved by the Council of the City of Charleston, West Virginia:
7 That the City Treasurer is directed to transfer the amount of \$2,000,000.00 from the Sinking
8 Fund, Fund 100, to the General Maintenance Fund, Fund 220, for the purposes of funding a
9 portion of the construction of the Slack Plaza / City Center renovation project. The balance in
10 the Sinking Fund exceeds the purposes for which it was established.

Resolution No. 520-21

Introduced in Council:

Adopted by Council:

August 2, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 520-21 - Authorizing the Mayor or City Manager to enter into a contract with
2 Insight Pipe Contracting in the amount of \$255,510 for the installation of cured-in-place
3 thermosetting resin pipe lining construction services, where the vendor was selected through a
4 competitive bidding process.

5

6 Be it Resolved by the Council of the City of Charleston, West Virginia:

7 That the Mayor or City Manager is authorized to enter into a contract with Insight Pipe
8 Contracting in the amount of \$255,510 for the installation of cured-in-place thermosetting
9 resin pipe lining construction services, where the vendor was selected through a competitive
10 bidding process.

Cured in Place (CIP) Thermosetting Resin Pipe Lining RFP E307/21-139
Bid Opening Date 7/27/21

			Insight Pipe Contracting 232 E. Lancaster Rd. Harmony PA 16037 724-452-6060 francis.mccollough@insightpipe.com		INSITUFORM 17988 Edison Ave Chesterfield, MO 63005 530-8000 cadkins@aegion.com			
Item	Unit	Qty	Unit Cost	Item Total	Unit Cost	Item Total		
Item 3.01 Mobilization	LS	1	\$10,000.00	\$10,000.00	\$16,655.00	\$16,655.00		
Item 3.02 Traffic Control	LS	1	\$1,000.00	\$1,000.00	\$7,260.00	\$7,260.00		
Item 3.03 CIP PipeLining for 8"	LF	180	\$30.00	\$5,400.00	\$52.00	\$9,360.00		
Item 3.03 CIP PipeLining for 10"	LF	70	\$54.00	\$3,780.00	\$113.00	\$7,910.00		
Item 3.03 CIP PipeLining for 12"	LF	290	\$48.00	\$13,920.00	\$84.00	\$24,360.00		
Item 3.03 CIP PipeLining for 15"	LF	290	\$61.00	\$17,690.00	\$121.00	\$35,090.00		
Item 3.03 CIP PipeLining for 24"	LF	450	\$108.00	\$48,600.00	\$195.00	\$87,750.00		
Item 3.03 CIP PipeLining for 36"	LF	110	\$438.00	\$48,180.00	\$550.00	\$60,500.00		
Item 3.03 CIP PipeLining for 48"	LF	130	\$368.00	\$47,840.00	\$518.00	\$67,340.00		
Item 3.04 Lateral Reconnect	EA	12	\$100.00	\$1,200.00	\$245.00	\$2,940.00		
Item 3.05 Allowances	LS	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00		
Item 3.06 Alternate CIP Pipe Lining for 18"	EA	450	\$62.00	\$27,900.00	\$85.00	\$38,250.00		
Base Bid Total			\$255,510.00		\$387,415.00			
Local Vendor Preference (4%)			NOT REQUESTED		NOT REQUESTED			

Before



old, broken pipe

After



old pipe repaired
with new lining

Resolution No. 522-21

Introduced in Council:

Adopted by Council:

August 2, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 522-21 - Authorizing the Mayor or City Manager to enter into a contract with
2 Red Hot Fire Equipment in the amount of \$70,302.22 for the purchase of 37 sets of turnout
3 gear for the Charleston Fire Department, where the purchase will be made using a
4 competitively sourced nation-wide fire equipment contract.
5
6 Be it Resolved by the Council of the City of Charleston, West Virginia:
7 That the Mayor or City Manager is authorized to enter into a contract with Red Hot Fire
8 Equipment in the amount of \$70,302.22 for the purchase of 37 sets of turnout gear for the
9 Charleston Fire Department, where the purchase will be made using a competitively sourced
10 nation-wide fire equipment contract.

CITY OF CHARLESTON, West Virginia
Purchase Order Request Form
CHARLESTON FIRE DEPARTMENT

Purchase Order #: _____

Date: 06/16/21

Account Number#: 3-345

Vendor: Red Hot Fire Equipment

Vendor # 9384

Contact: Josh Smith

Phone# _____

Address: _____

(Street, City, State, Zip)

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
20	Sets of Bunker Gear	1,900.06	38,001.20
TOTAL			38,001.20

Requested By: Trevor Dysart

Purpose of Request: Purchase of 20 sets of PPE turnout gear to replace damaged or out of date
PPE of current members.

Operations Chief:

☐

Denied

☐

Approved

Date: _____

Administrative Chief:

☐

Denied

☒

Approved

Date: 6/16/2021

Fire Chief:

☐

Denied

☐

Approved

Date: _____

Quote

Date	Estimate #
6/16/2021	1253

Name / Address
Charleston Fire Department Asst. Chief Chad Jones 808 Virginia St. W Charleston, WV 25302

Ship To

P.O. No.	Terms	Rep
	NET 30	JS

Item	Description	Qty	Cost	Total
PSGQ24798	Charleston FD WV SPEC - LION Sourcewell Cooperative Pricing	20	1,900.06	38,001.20

Quote Good Till 7/30/21

Josh Smith, Northern WV Sales Manager

Phone #
304-419-5296

E-mail	Web Site
rhfe51@hotmail.com	www.redhotfireequipment.com

CITY OF CHARLESTON, West Virginia
Purchase Order Request Form
CHARLESTON FIRE DEPARTMENT

Purchase Order #: _____

Date: 06/16/21

Account Number#: 3-345

Vendor: Red Hot Fire Equipment

Vendor # 9384

Contact: Josh Smith

Phone# _____

Address: _____

(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
17	Bunker Gear	1,900.06	32,301.02
TOTAL			32,301.02

Requested By: Trevor Dysart

Purpose of Request: Purchase of 17 sets of PPE turnout gear for Rookie Class 06-21

Operations Chief:

☐ Denied ☐ Approved

Date: _____

Administrative Chief:

☐ Denied ☒ Approved

Chad Jones

Date: 6/16/2021

Fire Chief:

☐ Denied ☐ Approved

Date: _____

1515 Lower Gragston Creek Rd
Prichard, WV 25555

Date	Estimate #
6/14/2021	1252

Name / Address
Charleston Fire Department Asst. Chief Chad Jones 808 Virginia St. W Charleston, WV 25302

Ship To

P.O. No.	Terms	Rep
	NET 30	JS

Item	Description	Qty	Cost	Total
PSGQ24798	Charleston FD WV SPEC - LION Sourcewell Cooperative Pricing	17	1,900.06	32,301.02

[illegible]

Josh Smith, Northern WV Sales Manager

Phone #
304-419-5296

E-mail	Web Site
rhfe51@hotmail.com	www.redhotfireequipment.com

**Solicitation Number: RFP #032620****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **LION First Responder PPE Inc.**, 7200 Poe Ave., Suite 400, Dayton, OH 45414 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO

Date: 5/5/2020 | 5:00 PM CDT

LION First Responder PPE Inc.

DocuSigned by:
By: Mark T. Smith
5B7DDCBA48E84BD...
Mark T. Smith

Title: President LION Americas

Date: 5/6/2020 | 9:52 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 5/6/2020 | 9:53 AM CDT

RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Vendor Details

Company Name: LION First Responder PPE

Does your company conduct business under any other name? If yes, please state: LION

Address: 7200 Poe Avenue
Dayton, OH 45414

Contact: Melissa Kirk

Email: mkirk@lionprotects.com

Phone: 937-266-0869

Fax: 937-415-0869

HST#: 47-1845529

Submission Details

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Submitted On: Thursday March 26, 2020 15:27:16

Submitted By: Melissa Kirk

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Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	LION First Responder PPE, Inc.	*
2	Proposer Address:	7200 Poe Ave. Suite 400 Dayton, OH 45414	*
3	Proposer website address:	www.lionprotects.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark T. Smith President, LION Americas 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 513-535-7549	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melissa Kirk Director, Sales Operations 7200 Poe Ave Suite 400 Dayton, OH 45414 mkirk@lionprotects.com 937.415.2817	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stefanie Theodor Sales Coordinator 7200 Poe Ave Suite 400 Dayton, OH 45414 stheodor@lionprotects.com 937.415.2935	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	1898 - LION begins as a mobile dry goods and clothing store. 2020 - LION continues to deliver innovative, patented technology to the fire service market. LION Core Beliefs Fostering customer intimacy We have a deep commitment to delivering at a "world-class" level our customers' personal safety, readiness and professional identity needs. Delivering that starts with having strong personal networks, and with personal experience walking in the shoes of the customer. Doing what we promise We seek to do business with stakeholders who share our commitment to honesty, transparency, candor, and fun, as well as to action consistent with our core values - like us, they strive to win with integrity. Learning from everything and everyone We value curiosity and strong personal initiative in the pursuit of understanding our customers' needs and exceeding them. Respecting all people We harness diverse points of view and even conflict as useful sources of learning, innovation, and continuous improvement. Collaborating to deliver solutions We use teamwork and a commitment to do whatever it takes to deliver solutions; that is what fuels our operational excellence. Lasting internal and external partnerships based on trust, mutual respect and collaboration are at the heart of Lion's success. Nothing short of excellence We understand that exceeding our customers' expectations demands leadership, diligent planning, skillful organizing, rapid decision making, training, and having the right tools - this is how we consistently and reliably achieve flawless execution. Being good corporate citizens We extend our sense of leadership to the global communities in which we live and work - we are privileged to give back to those that give so much to us.	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	PPE Products - Turnout Gear, Helmets, Gloves, Boots, Hoods, CBRN, StationWear, Rescuewear, First Responder Training Products, PPE Maintenance, Fire Training	*
9	What are your company's expectations in the event of an award?	To leverage the Sourcwell Cooperative Purchasing agreement to further protect those who protect others... because firefighters and those around them are at risk.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sourcwell is a government agency that establishes an alliance between buyers and suppliers for use by education, government and non-profits. Cooperative purchasing with Sourcwell leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process.	*
11	What is your US market share for the solutions that you are proposing?	20-25%	*
12	What is your Canadian market share, if any?	35%	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer LION partners with a Distribution Network to deliver products and services. Distribution Partners employee Distribution Sales Representatives.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	NFPA 1971, NPFA 1851, NFPA 1951, NFPA 1855, NFPA1975, NFPA 1977, NFPA 1983, NFPA 1999, NFPA 1992, NPFA 1994, NFPA 1001, NFPA 1403, NPFA 1402, NPFA 10, OSHA 2254, OSHA, ISO 9001	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All have been included.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	N/A	*
19	What percentage of your sales are to the governmental sector in the past three years	LION sells through a distribution network so the sale is to the distributor partner. Approximately 5% would be direct to LION .	*
20	What percentage of your sales are to the education sector in the past three years	LION sells through a distribution network so the sale is to the distributor partner.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Ohio State - Approx. \$7M New Jersey New York - Approx. \$5M NPP	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcwell membership.

Entity Name *	Contact Name *	Phone Number *	
CITY OF PHOENIX	Catherine Logan	(602) 534-0943	*
MISHAWAKA FIRE DEPT	David Ray	(574) 257-0620	*
ORANGE BEACH FIRE / RESCUE	Lt. LaPorto	(407) 761-2431	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Riverside Co	Government	New York - NY	CBRN	n/a	n/a	*
FDNY	Government	New York - NY	CBRN	n/a	n/a	*
Baltimore Co	Government	Maryland - MD	CBRN	n/a	n/a	*
ILEAS (Illinois Law Enforcement Alarm System)	Government	Illinois - IL	CBRN	n/a	n/a	*
Tom Smith Fire Equipment	Government	Florida - FL	MILITARY (DLA)	n/a	n/a	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	LION field sales – 22 Direct Employees Located across the United States and Canada Servicing the United States, Canada, Latin America and Middle East	*
26	Dealer network or other distribution methods.	Dealer Network, 100 plus distribution partners	*
27	Service force.	LION TotalCare Market Centers – 6 locations. Atlanta, Boston, Chicago, Houston, Memphis, Wilmington, with 72 employees	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	LION works with Distribution Partners with hundreds of Distribution Sales Representatives in the US and Canada that provide customer service to the Fire Service. LION operates a customer service department in Dayton, Ohio and Albany, NY that processes warranty claims and miscellaneous customer inquiries.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Hawaii – LION's policy is to ship direct to Hawaii via 2 day air or via ocean depending on size of shipment. Alaska – LION ships through a freight forwarder and covers freight within the contiguous states.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Protecting at Every Level. By looking at the immediate and long-term risks, LION is actively working on advocating and developing products and services that protect the health of those that protect our communities. When those products and services are ready, we work to promote those services and drive revenue and profitable share growth for our company and for our partners. Our areas of strength / Marketing Strategy • Core Values and Commitment to Service • Team Structure and Support • Methodical Approach to Business - o Market Analysis - o Customer Segmentation - o Product Launch Plans • Meaningful Product Differentiation • Brand Building • Metro Support • Dealer Support - o LION University - o End-User Outreach - o Press Releases / Press Coverage - o LION Mobile Fire Experience - o Metro Sponsorships - o Customer Education / Awareness Campaigns - o Trade Shows - o Collateral Development - o Advertising - o Industry Supplements - o Videography - o Digital Platforms (website, LION Fire Academy) - o Social Media Put this in for Question 33: LION uses multiple social media platforms, maintains an informative website,
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	LION uses multiple social media platforms, maintains an informative website, and advertises digitally. LION also has access to reporting capabilities on our sales information and uses public information databases to understand market potential and opportunity to drive marketing plans and sales strategies.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The ability to use Sourcewell as a purchasing vehicle will be incorporated in the Sales Strategy for the field sales team.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	LION Fire Academy LION Fire Academy provides fire department members with online training on PPE and Continuing Education Units for successful completion. Fire instructors can incorporate PPE education into their classes and have their students earn credits. If you are a fire student or contemplating a career in firefighting, you'll find helpful quizzes, videos and links on PPE and other firefighting topics. NFPA 1851 and NFPA 1500 training modules are valid for any brand of PPE at no cost. lionfireacademy.com

37	Describe any technological advances that your proposed products or services offer.	See Marketing information	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	CORPORATE POLICY: 1. We strive to cut wasteful energy usage by replacing inefficient lighting with LED lighting in all of our buildings by 2020. Since 2015, LION's Dayton corporate headquarters has used LED lighting, leading to a reduction in annual environmental impact of at least 454,539.76 lbs of Carbon Dioxide, 3,765.64 lbs of Sulfur Dioxide, and 1,842.88 lbs of Nitrogen Dioxide. In 2019, Lion completed the installation of renewable energy solar PV panels and LED lighting in its West Liberty manufacturing factory. 2. We do not sell products that could have a harmful effect on human health and the environment. 3. We do not use manufacturing processes that release harmful pollutants or toxic materials. 4. We educate our employees on practical efforts to avoid wasteful uses of energy. a. We have installed motion detectors at Hazel Green Distribution Center and at our Dayton corporate headquarters. b. We review shipping and logistics methods to use the most efficient shipping routes to save fuel. c. We have a recycling program at the Dayton corporate headquarters with a goal for expansion to other facilities by the end of 2019. All new employees receive the attached handout on what can and cannot be recycled. d. At the Dayton corporate headquarters, LION employees have recycling bins available to increase the amount of paper that is recycled. Confidential documents are shredded by Royal Document Destruction, which recycles the paper. 5. We strive to minimize material waste. a. We strive to introduce efficiencies in the use of materials in order to reduce to the highest extent possible the generation of wastes. b. Lion has a program to recycle used turnout gear. We have already delivered more than 1000 sets of used reconditioned gear. 6. We have engaged in R&D efforts with potential suppliers to develop sustainable raw materials to replace hydrocarbon-based petroleum products as the basic raw material in certain products. 7. We have installed a brand-new Elkay Water Drinking System in the Dayton corporate headquarters to increase the use of re-usable water bottles and reduce plastic waste. 8. Lion's Dayton corporate headquarters has been certified in 2015-2018 as a Green Business by the Dayton Regional Green Initiative (DRG3). 9. Lion complies with all environmental laws and regulations in the locations where we operate. LION Recycling Policy At LION, we educate our employees on practical efforts to decrease waste. As part of our core beliefs of being good corporate citizens, we strive to be more environmentally sustainable. Please utilize the small cardboard box under your desk to recycle the following items. • Plastic bags, batteries, & light bulbs The EPA estimates that 75% of the American waste stream is recyclable, but we only recycle about 30% of it. Please do your part and recycle!	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	LION does not have an eco policy	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	LION is a big business, so no SB certificates.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	As a result of our commitment to research-based design and innovation, LION has been awarded multiple patents for PPE and training products that prepare first responders for the hazards they face each day. Our dedicated R&D staff works with fire departments to generate and evaluate new product ideas. End-users collaborate with us on product development wear trials, training tests, focus groups, and surveys. The Personal Protection Council (PPC) focuses on fire service trends and unmet needs.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Products and Services are available in Canada.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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43	Do your warranties cover all products, parts, and labor?	WARRANTY a. For PPE and uniforms, Supplier warrants that all its firefighter and emergency responder protective clothing, uniforms and equipment meet all applicable NFPA standards in effect at the time of their manufacture and further warrants that such products are free from any defect in workmanship or any patent material defect. b. Conditions of use are outside the control of Supplier. It is the responsibility of Customer to inspect and maintain the product to assure it remains fit for its intended purpose. In order to maximize the useful life of these products and maintain the warranty, the products are to be used only by appropriately trained personnel following proper firefighting or emergency response techniques and in accordance with the products' warning, use, inspection, maintenance, care, storage and retirement instructions. Failure to do so will void the warranty. continued on next page 2019 LION Customer Policies — Terms/Warranty (Continued) 50 – LION Turnout™ Price List RETAIL PRICE LIST Effective October 1, 2019 Price subject to change without prior notice c. If the agreement involves the processing of material supplied by the Customer, Supplier warrants the product incorporating the material to be free from only manufacturing defects for a period of six (6) months after delivery. If the processing proves to be unsound, Supplier may, at its own discretion, either remedy the fault or perform the processing again using material to be delivered by the Customer, or refund a proportionate amount of the agreed contract price. d. Subparagraphs e, f, g and h of this section apply exclusively to training products: e. Supplier warrants the proper functioning of its products and the soundness of the materials and parts used therein for a period of twelve (12) months after delivery or for any other such term as agreed in writing between Supplier and the Customer. No warranty is given for products that were not new at the moment of delivery, and/or products that are not in use by the Customer itself. Supplier does not warrant that the goods are suitable for the purpose for which the Customer intends to use them. Supplier does not warrant the absence of any faults of the products if and insofar as the products were made following the design and/or other instructions or materials of the Customer. f. Parts for which the wear-and-tear is dependent on the intensity and frequency of use of the product delivered are warranted for twelve (12) months or seven hundred and fifty (750) hours of use, whichever comes first. Replacement of any parts damaged as result of excessive usage and operation, defined as greater than eighty-five (85) hours per month or one thousand (1,000) hours per year, or more than ten (10) hours of continuous operation, shall be excluded from the warranty. g. Supplier must be informed of more intensive use as soon as it becomes clear that the product is likely to be used more than indicated in General Terms or a separate agreement signed by both parties. If the Customer remains in default of notifying Supplier, the warranty is voided. h. Faults that arise after modification or repair by third parties, faults resulting from the use of the products for a purpose other than that for which they are intended, and faults arising from normal wear-and-tear, injudicious use or improper maintenance are not covered by the warranty. The Customer is also barred from invoking the warranty provisions: i. if software and/or systems purchased by the Customer have been installed without the prior consent of Supplier and/or not fully according to any given instructions of Supplier; ii. in the event of negligence on the part of the Customer with regard to maintenance, or if the Customer has used the goods for purposes for which they were not designed; iii. if the Customer has made changes or had changes made to the goods; iv. in the event of injudicious or reckless use, improper connections, improper voltage, lightning strike, damage due to moisture penetration or other external causes or calamities; or v. for software problems resulting from the installation of software installed by the Customer or third parties without the explicit permission of Supplier.
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44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	EXCEPT AS SET FORTH ABOVE, SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE. j. Under the above warranties, Supplier will repair or replace, at its option, any product which does not meet the above warranties. Such repair or replacement will be the Customer's sole remedy and Supplier will not be responsible for any incidental, consequential or other damages based upon or arising in any way from breach of the warranties contained herein or the Customer's use of such product. k. The repairs under warranty will normally be carried out by Supplier at its factory, affiliate, or other designated facility. Only if repair by Supplier or a third party engaged by Supplier is not possible, and Supplier has duly communicated this to the Customer, the Customer shall be entitled to the replacement or repair of the faulty parts (unless otherwise explicitly agreed). l. Supplier may decide not to repair the goods but instead to replace them with brand new or equivalent goods, or to take back the goods and, if appropriate, refund part of the purchase price and/or offer a comparable alternative. m. The goods replaced under this warranty will be the property of Supplier. n. These warranty obligations apply only to any product, part or component which is returned to Supplier or a Supplier Authorized Clean and Repair Center with prior authorization and proof of purchase, and which Supplier agrees to be defective as covered by this warranty. o. The word "product" includes the product itself and any parts or labor furnished by Supplier with the sales, delivery or servicing of the product. p. "Defects in workmanship and materials" means poorly manufactured seams, stitching or components (e.g., loose or broken seams, zippers or snaps that fall off or do not function properly), and fabrics which have such flaws as holes, uneven spots, weak areas, pilling or other flaws caused by irregularities in their manufacture. q. The limited warranty for firefighter PPE does not cover the following items after receipt of the product by Customer: i. Claims made after sixty (60) days from the date of shipment for damage to materials; ii. Damage or color change from exposure of materials to direct or indirect sunlight or fluorescent light; iii. Shade variations among textiles used or shade changes to fabrics caused by wear and tear and/or washing; iv. Color loss due to abrasion (creases, folds, pleats, edges, collar points, etc.); v. Damage caused by improper washing, decontamination, disinfecting or maintenance (for example, use of chlorine or petrochemicals to clean); vi. Damage caused by repair work not performed to factory specifications; vii. Damage from routine exposure to common hazards which may cause rips, tears, burn damage or abrasion; viii. Loss of retroreflectivity of reflective trim due to normal wear and tear and/or heat exposure; ix. Detachment of reflective trim due to thread abrasion and/or heat exposure; x. Replacement of zippers or closures worn partially sealed and/or damaged by heavy wear and tear; xi. Loss of buttons, snaps, or cuff seams.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	All expenses are covered to perform approved warranty claims on Training Props and Fire Safety Trailers. - o Core products are shipped back to the factory for repair. - o Over the phone troubleshooting often required. - o Warranty does not cover misuse/neglect.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No. Lion can provide a certified factory tech or approved dealer technician to perform warranty repairs anywhere in the US or Canada. All core products can be shipped back to the factory for repair.	*

47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	COMPLAINTS & LIABILITY a. Without prejudice to all that is stipulated in the agreement and elsewhere in these General Terms, Supplier will not be liable, contractually and/or extra-contractually, for direct damages, except insofar as the Customer proves that the damage and/or loss is the result of a shortcoming relating to the delivered product that can be fully and solely attributed to Supplier, in which case, however, the total liability of Supplier will be still limited to the amount that is covered by its insurance. If no insurance coverage exists, for any reason at all, Supplier's liability is limited to a sum equal to the amount of the invoice value of the supplied goods that gave rise to the liability. Supplier can never be held liable for loss of profits, loss of earnings or other indirect and consequential damage. Supplier will in no event be liable, unless insofar as it explicitly accepts liability in these General Terms or in a written agreement between Supplier and the Customer. b. Complaints must be submitted to Supplier in writing, with argumentation, within fourteen (14) days after the Customer becomes aware or could reasonably have become aware of the complaint, failing which Supplier is entitled to disregard the complaint and the Customer is deemed to have waived any claim it may have against Supplier with regard to the complaint. c. If a timely and well-substantiated complaint is found justified, Supplier is entitled to either lower its invoices or improve the results of its work. d. Complaints do not entitle the Customer to suspend or offset any payments. e. After delivery, Supplier is no longer liable for faults, excepting where faults are fully and solely attributable to Supplier and the Customer did not give notice of such faults prior to the transfer in title, and furthermore the Customer could not reasonably be expected to have discovered these faults at the moment of transfer in title and register a complaint concerning the fault within the appropriate time frame as stipulated herein. f. If and insofar as the Customer has insured any risk associated with the agreement, the Customer is obliged to claim any damages under that insurance and indemnify Supplier against recovery claims by the insurer. g. Supplier's liability for direct material damages is at all times limited to the net amount of the invoice pertaining to the agreement (excluding VAT). Under no circumstances shall the compensation exceed the amount for which Supplier has procured insurance coverage for the loss-causing events and for which coverage is actually provided. h. The following are not subject to compensation: Consequential loss, including damages due to business stoppage and loss of profit; Damages inflicted on persons and/or property found in the vicinity of the location where the contract is being performed inflicted by or during the performance of the contract; Damages caused by third parties, such as auxiliaries engaged by Supplier. i. Excepting where otherwise agreed in writing, all liability of Supplier is cancelled (and therefore will expire) at the latest after six (6) months have elapsed from the moment at which the agreement ends by transfer in title, dissolution or cancellation. j. The legal claim derived from a fault for which Supplier is liable is not admissible (and will therefore expire) if it is brought later than six (6) months following the day on which the agreement ends by virtue of delivery, transfer in title, dissolution or cancellation.
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48	What are your proposed exchange and return programs and policies?	RETURNS a. The Customer must contact Supplier Customer Support within forty-five (45) days of receipt of shipment to receive a Return Authorization Number. All returns received without a Return Authorization Number will be held up for processing. Except for defective items: i. Products that have been worn, laundered, altered or soiled are non-returnable; ii. Personalized garments (e.g., with names, letters or heat transfer emblems) are non-returnable; iii. Custom manufactured, custom sizes, made-to-order and special cut products are non-returnable; iv. Products that have been discontinued or redesigned are non-returnable; v. Boots that have been worn are non-returnable; vi. CBRN products are non-returnable. b. Returns must have prior approval from Supplier and marking instructions. Supplier will not accept goods returned without its written permission. c. Return of stock goods are subject to a fifteen percent (15%) restocking fee. d. Custom made-to-order products are not returnable.	*
49	Describe any service contract options for the items included in your proposal.	Service contracts for core products are described in the attachment. Large Prop and Fire Safety Trailer service contracts are priced individually, see summary attachments.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Leasing can be offered through a 3rd party service.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	N/A	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	In most cases, orders are submitted through Distribution to LION. The Sourcewell Member Designation would be documented on the purchase order. Quarterly a LION Representative will run a report identifying Sourcewell orders to calculate the appropriate quarterly fee.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, no additional cost.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	A percentage discount off list is provided by product category. List price lists for each category to be uploaded.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	A percentage discount off list is provided by product category is listed in our document.	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	LION Training Products: Freight is not included. Applicable fees may be charged for inspection, installation, set up and training. LION PPE Freight is included in the 48 contiguous states. Domestic freight to the freight forwarder is included for export orders.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	FOB: Origin	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Hawaii – LION's policy is to ship direct to Hawaii via 2 day air or via ocean depending on size of shipment. Alaska – LION ships through a freight forwarder and covers freight within the contiguous states.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	d. other than what the Proposer typically offers (please describe).	See attachment

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	One point of contact. Monthly review of departments registered with Sourcewell. Specific order field for Sourcewell Member information. LION reports all sales.
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	.75% of sale

Table 14: Industry Specific Questions

Line Item	Question	Response *
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly review of departments utilizing agreement. Monthly review of opportunities eligible for agreement utilization. Educate field sales regarding cooperative agreement.
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	By looking at both the immediate and long-term risks, we are actively working on advocating and developing products and services that protect the health of those that protect our communities.
68	Describe available options for customization of the products and/or equipment offered in your proposal.	LION offers a wide variety of customization including outershell, moisture barrier, thermal liner, pockets, trim, reinforcements and lettering.
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Sizing services can offered in person, via video or by sizing guideline documentation. Sizing can be performed using a sizing set or measuring tape.
70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	In most cases, on site or in person services are provided through LION's Distribution Network with the support of the LION Distribution Sales Manager, Metro Account Manager, Product Manager and Demo Team.
71	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	NFPA 1971, NPFA 1851, NFPA 1951, NFPA 1855, NFPA1975, NFPA 1977, NFPA 1983, NFPA 1999, NFPA 1992, NPFA 1994, NFPA 1001, NFPA 1403, NPFA 1402, NPFA 10, OSHA 2254, OSHA, ISO 9001

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 72. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Lion Balance Sheet FY19 Highly Confidential.pdf - Thursday March 26, 2020 15:25:06
 - [Marketing Plan/Samples](#) - LION Sourcewell marketing plan.pdf - Thursday March 26, 2020 15:23:12
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Fire Safety Trailer Service Plan (no pricing).pdf - Thursday March 26, 2020 15:23:25
 - [Pricing](#) - Sourcewell_LION Discount off List.pdf - Thursday March 26, 2020 15:22:40
 - [Additional Document](#) - Service Plan 2019 Pricing.pdf - Thursday March 26, 2020 15:25:25

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Smith, SR Vice President, LION First Responder PPE, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	☒	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	☒	--
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	☒	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	☒	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	☒	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	☒	--
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	☒	--



CITY OF CHARLESTON
Payroll Variance Analysis
July 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Mayor	409	Regular	23,247	22,815	432	1.86%	23,247	22,815	432	1.86%	302,210	279,395
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	23,247	22,815	432	1.86%	23,247	22,815	432	1.86%	302,210	279,395
Mayor - CARE Office	409-02	Regular	20,439	16,385	4,054	19.84%	20,439	16,385	4,054	19.84%	265,704	249,319
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	20,439	16,385	4,054	19.84%	20,439	16,385	4,054	19.84%	265,704	249,319
City Council	410	Regular	13,000	9,750	3,250	25.00%	13,000	9,750	3,250	25.00%	169,000	159,250
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	13,000	9,750	3,250	25.00%	13,000	9,750	3,250	25.00%	169,000	159,250
City Manager - Admin.	412-00	Regular	39,033	36,735	2,299	5.89%	39,033	36,735	2,299	5.89%	507,435	470,700
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	39,033	36,735	2,299	5.89%	39,033	36,735	2,299	5.89%	507,435	470,700
City Treasurer	413	Regular	10,136	9,843	293	2.89%	10,136	9,843	293	2.89%	131,772	121,929
		IPT	692	650	42	6.11%	692	650	42	6.11%	9,000	8,350
		OT	-	-	-		-	-	-		-	-
		Total	10,829	10,493	336	3.10%	10,829	10,493	336	3.10%	140,772	130,279
City Collector	414	Regular	52,379	43,433	8,947	17.08%	52,379	43,433	8,947	17.08%	680,933	637,500
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	52,379	43,433	8,947	17.08%	52,379	43,433	8,947	17.08%	680,933	637,500
City Clerk	415	Regular	10,062	9,847	215	2.13%	10,062	9,847	215	2.13%	130,804	120,957
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	10,062	9,847	215	2.13%	10,062	9,847	215	2.13%	130,804	120,957
Municipal Court	416	Regular	22,674	22,851	(177)	-0.78%	22,674	22,851	(177)	-0.78%	294,761	271,910
		IPT	1,385	1,089	296	21.35%	1,385	1,089	296	21.35%	18,000	16,911
		OT	1,809	380	1,429	78.98%	1,809	380	1,429	78.98%	23,520	23,140
		Total	25,868	24,321	1,547	5.98%	25,868	24,321	1,547	5.98%	336,281	311,960

CITY OF CHARLESTON
Payroll Variance Analysis
July 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
City Attorney	417	Regular	29,851	29,154	697	2.33%	29,851	29,154	697	2.33%	388,059	358,905
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	29,851	29,154	697	2.33%	29,851	29,154	697	2.33%	388,059	358,905
Accounting	418	Regular	22,030	21,730	300	1.36%	22,030	21,730	300	1.36%	286,388	264,658
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	22,030	21,730	300	1.36%	22,030	21,730	300	1.36%	286,388	264,658
Engineering - General	420-00	Regular	38,055	37,177	878	2.31%	38,055	37,177	878	2.31%	494,712	457,535
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	38,055	37,177	878	2.31%	38,055	37,177	878	2.31%	494,712	457,535
Engineering - Stormwater	420-01	Regular	10,558	10,250	308	2.91%	10,558	10,250	308	2.91%	137,252	127,002
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	10,558	10,250	308	2.91%	10,558	10,250	308	2.91%	137,252	127,002
MOECD	421	Regular	29,451	28,108	1,343	4.56%	29,451	28,108	1,343	4.56%	382,858	354,750
		IPT	-	1,911	(1,911)		-	1,911	(1,911)		-	1,911
		OT	-	-	-		-	-	-		-	-
		Total	29,451	30,018	(568)	-1.93%	29,451	30,018	(568)	-1.93%	382,858	356,661
Human Resources	422	Regular	30,944	30,118	826	2.67%	30,944	30,118	826	2.67%	402,272	372,154
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	30,944	30,118	826	2.67%	30,944	30,118	826	2.67%	402,272	372,154
Mail Room	431	Regular	2,704	1,313	1,392	51.46%	2,704	1,313	1,392	51.46%	35,157	33,844
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	2,704	1,313	1,392	51.46%	2,704	1,313	1,392	51.46%	35,157	33,844
Building Commission	436	Regular	52,410	51,008	1,402	2.68%	52,410	51,008	1,402	2.68%	681,327	630,319
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	52,410	51,008	1,402	2.68%	52,410	51,008	1,402	2.68%	681,327	630,319

CITY OF CHARLESTON
Payroll Variance Analysis
July 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Planning	437	Regular	35,978	31,111	4,867	13.53%	35,978	31,111	4,867	13.53%	467,710	436,599
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	35,978	31,111	4,867	13.53%	35,978	31,111	4,867	13.53%	467,710	436,599
Information Systems	439	Regular	46,702	39,374	7,328	15.69%	46,702	39,374	7,328	15.69%	607,126	567,752
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	46,702	39,374	7,328	15.69%	46,702	39,374	7,328	15.69%	607,126	567,752
General Services	440	Regular	32,994	31,986	1,008	3.06%	32,994	31,986	1,008	3.06%	428,920	396,934
		IPT	3,462	1,333	2,129	61.51%	3,462	1,333	2,129	61.51%	45,000	43,668
		OT	5,040	5,547	(507)	-10.06%	5,040	5,547	(507)	-10.06%	65,520	59,973
		Total	41,495	38,865	2,630	6.34%	41,495	38,865	2,630	6.34%	539,440	500,575
Constituent Services	442-01	Regular	9,204	6,510	2,694	29.27%	9,204	6,510	2,694	29.27%	119,651	113,141
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	9,204	6,510	2,694	29.27%	9,204	6,510	2,694	29.27%	119,651	113,141
Morris Square Property	500	Regular	1,986	2,109	(124)	-6.22%	1,986	2,109	(124)	-6.22%	25,814	23,705
		IPT	-	-	-		-	-	-		-	-
		OT	775	10	766	98.74%	775	10	766	98.74%	10,080	10,070
		Total	2,761	2,119	642	23.25%	2,761	2,119	642	23.25%	35,894	33,775
Public Works	566	Regular	14,769	14,100	670	4.53%	14,769	14,100	670	4.53%	192,000	177,900
		IPT	-	-	-		-	-	-		-	-
		OT	231	791	(560)	-242.65%	231	791	(560)	-242.65%	3,000	2,209
		Total	15,000	14,890	110	0.73%	15,000	14,890	110	0.73%	195,000	180,110
Public Grounds - Adm.	567-00	Regular	65,644	60,384	5,259	8.01%	65,644	60,384	5,259	8.01%	853,369	792,985
		IPT	-	-	-		-	-	-		-	-
		OT	1,938	616	1,322	68.22%	1,938	616	1,322	68.22%	25,200	24,584
		Total	67,582	61,001	6,582	9.74%	67,582	61,001	6,582	9.74%	878,569	817,568

CITY OF CHARLESTON
Payroll Variance Analysis
July 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Public Grounds - C/T	567-01	Regular	5,035	5,157	(122)	-2.42%	5,035	5,157	(122)	-2.42%	65,458	60,301
		IPT	-	-	-		-	-	-		-	-
		OT	323	274	49	15.26%	323	274	49	-100.00%	4,200	3,926
		Total	5,358	5,431	(72)	-1.35%	5,358	5,431	(72)	-1.35%	69,658	64,227
Police - Uniform	700-00	Regular	648,984	619,257	29,727	4.58%	648,984	619,257	29,727	4.58%	8,436,790	7,817,533
		OT	165,001	201,934	(36,933)	-22.38%	165,001	201,934	(36,933)	-22.38%	1,901,129	1,699,195
		Reimb.	(1,923)	(2,944)	1,021	53.09%	(1,923)	(2,944)	1,021	53.09%	(25,000)	(22,056)
		Total	812,062	818,247	(6,185)	-0.76%	812,062	818,247	(6,185)	-0.76%	10,312,919	9,494,672
Police - Civilian	700-01	Regular	66,161	63,868	2,293	3.47%	66,161	63,868	2,293	3.47%	860,096	796,228
		IPT	3,846	400	3,446	89.60%	3,846	400	3,446	89.60%	50,000	49,600
		OT	7,237	5,023	2,214	30.59%	7,237	5,023	2,214	30.59%	94,080	89,057
		Total	77,244	69,291	7,953	10.30%	77,244	69,291	7,953	10.30%	1,004,176	934,885
Fire - Uniform	706-00	Regular	769,835	754,481	15,353	1.99%	769,835	754,481	15,353	1.99%	9,076,795	8,322,314
		OT	144,355	100,161	44,195	30.62%	144,355	100,161	44,195	30.62%	1,468,858	1,368,697
		Reimb.	(923)	(5,587)	4,664	505.26%	(923)	(5,587)	4,664	505.26%	(12,000)	(6,413)
		Total	913,267	849,055	64,212	7.03%	913,267	849,055	64,212	7.03%	10,533,653	9,684,598
Fire - Civilian	706-01	Regular	7,450	7,233	217	2.91%	7,450	7,233	217	2.91%	96,849	89,616
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	7,450	7,233	217	2.91%	7,450	7,233	217	2.91%	96,849	89,616
Traffic	712	Regular	31,040	31,790	(750)	-2.42%	31,040	31,790	(750)	-2.42%	403,526	371,736
		IPT	-	-	-		-	-	-		-	-
		OT	905	667	237	26.23%	905	667	237	26.23%	11,760	11,093
		Total	31,945	32,458	(513)	-1.60%	31,945	32,458	(513)	-1.60%	415,286	382,828
Emergency Services	716	Regular	6,438	-	6,438	100.00%	6,438	-	6,438	100.00%	83,689	83,689
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	6,438	-	6,438	100.00%	6,438	-	6,438	100.00%	83,689	83,689
Street	750	Regular	177,416	153,039	24,377	13.74%	177,416	153,039	24,377	13.74%	2,306,412	2,153,373
		IPT	-	-	-		-	-	-		-	-
		OT	13,846	15,046	(1,200)	-8.66%	13,846	15,046	(1,200)	-8.66%	252,000	236,954
		Total	191,262	168,085	23,178	12.12%	191,262	168,085	23,178	12.12%	2,558,412	2,390,327

CITY OF CHARLESTON
Payroll Variance Analysis
July 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Equipment Maintenance	754	Regular	53,160	54,777	(1,617)	-3.04%	53,160	54,777	(1,617)	-3.04%	691,083	636,306
		IPT	-	-	-		-	-	-		-	-
		OT	4,200	2,067	2,133	50.79%	4,200	2,067	2,133	50.79%	54,600	52,533
		Total	57,360	56,844	516	0.90%	57,360	56,844	516	0.90%	745,683	688,839
Refuse & Recycling	800	Regular	154,142	160,727	(6,585)	-4.27%	154,142	160,727	(6,585)	-4.27%	2,003,847	1,843,120
		IPT	-	-	-		-	-	-		-	-
		OT	18,092	6,822	11,270	62.29%	18,092	6,822	11,270	62.29%	235,200	228,378
		Total	172,234	167,549	4,685	2.72%	172,234	167,549	4,685	2.72%	2,239,047	2,071,498
Parks & Recreation	900	Regular	90,344	85,047	5,297	5.86%	90,344	85,047	5,297	5.86%	1,174,468	1,089,421
		IPT	67,200	18,172	49,028	72.96%	67,200	18,172	49,028	72.96%	280,000	261,828
		OT	4,135	2,875	1,261	30.49%	4,135	2,875	1,261	30.49%	53,760	50,885
		Total	161,679	106,093	55,586	34.38%	161,679	106,093	55,586	34.38%	1,508,228	1,402,135
Public Arts	906	Regular	4,000	4,000	-	0.00%	4,000	4,000	-	0.00%	52,000	48,000
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	4,000	4,000	-	0.00%	4,000	4,000	-	0.00%	52,000	48,000
Spring Hill Cemetery	952	Regular	23,724	22,081	1,643	6.92%	23,724	22,081	1,643	6.92%	308,407	286,326
		IPT	7,313	2,034	5,279	72.18%	7,313	2,034	5,279	72.18%	46,800	44,766
		OT	775	-	775	100.00%	775	-	775	100.00%	10,080	10,080
		Total	31,812	24,115	7,696	24.19%	31,812	24,115	7,696	24.19%	365,287	341,172
General Fund		Regular	2,651,978	2,527,547	124,430	4.69%	2,651,978	2,527,547	124,430	4.69%	33,544,654	31,017,107
		IPT	83,897	25,588	58,309	69.50%	83,897	25,588	58,309	69.50%	448,800	427,034
		OT	368,664	342,213	26,451	7.17%	368,664	342,213	26,451	7.17%	4,212,987	3,870,774
		Reimb.	(2,846)	(8,531)	5,685	199.74%	(2,846)	(8,531)	5,685	199.74%	(37,000)	(28,469)
		Total	3,101,693	2,886,817	214,876	6.93%	3,101,693	2,886,817	214,876	6.93%	38,169,441	35,286,446

CITY OF CHARLESTON
Payroll Variance Analysis
July 2021

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Coliseum & Conv. Center	402	Regular	42,113	45,566	(3,453)	-8.20%	42,113	45,566	(3,453)	-8.20%	547,468	501,902
		IPT	7,269	3,234	4,035	55.51%	7,269	3,234	4,035	55.51%	94,500	91,266
		OT	4,062	1,957	2,104	51.81%	4,062	1,957	2,104	51.81%	52,800	50,843
		Total	53,444	50,757	2,686	5.03%	53,444	50,757	2,686	5.03%	694,768	644,011
Parking System	406	Regular	54,906	50,595	4,312	7.85%	54,906	50,595	4,312	7.85%	713,784	663,189
		IPT	3,923	2,463	1,460	37.21%	3,923	2,463	1,460	37.21%	51,000	48,537
		OT	1,292	420	872	67.49%	1,292	420	872	67.49%	16,800	16,380
		Total	60,122	53,478	6,644	11.05%	60,122	53,478	6,644	11.05%	781,584	728,106
Total		Regular	2,748,997	2,623,708	125,289	4.56%	2,748,997	2,623,708	125,289	4.56%	34,805,906	32,182,198
		IPT	95,089	31,285	63,804	67.10%	95,089	31,285	63,804	67.10%	594,300	563,015
		OT	374,018	344,590	29,428	7.87%	374,018	344,590	29,428	7.87%	4,282,587	3,937,997
		Reimb.	(2,846)	(8,531)	5,685	-199.74%	(2,846)	(8,531)	5,685	-199.74%	(37,000)	(28,469)
		Total	3,215,258	2,991,053	224,206	6.97%	3,215,258	2,991,053	224,206	6.97%	39,645,793	36,654,740

Vacancy Report:

CARE Office	1
City Manager	1
City Collector	2
Municipal Court	1
Mail Room	1
Planning	1
Information Systems	1
General Services	1
Constituent Services	1
Public Works (all)	19
Police - Uniform	16
Fire - Uniform	8
Homeland Security	1
Total General Fund	54
Parking	1
Total General Fund	55

Bill No. 7920

Introduced in Council:

August 3, 2021

Introduced by:

Chad Robinson

Adopted by Council:

Referred to:

Planning/Streets & Traffic

Bill No. 7920 - A BILL to amend and reenact Section 114-559 of the Municipal Code of the City of Charleston, as amended, relating to prohibiting parking in a turnaround, cul-de-sac, or similar portion of a street.

Now, therefore, be it ordained by the Council of the City of Charleston:

That Section 114-559 of the Municipal Code of the City of Charleston, as amended, be amended and reenacted to read as follows:

ARTICLE VII. STOPPING, STANDING AND PARKING.

Section 114-559. Stopping, standing or parking prohibited in specified places.

(a) No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or official traffic control device, in any of the following places:

(1) On a sidewalk.

(2) In front of a public or private driveway.

(3) Within an intersection or within 30 feet of an intersection.

(4) Within 15 feet of a fire hydrant.

(5) On a crosswalk, or within ten feet of a crosswalk not at an intersection.

(6) Within 20 feet of a crosswalk at an intersection.

(7) Within 30 feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway.

(8) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone unless a different length is indicated by signs or markings.

(9) Within 50 feet of the nearest rail of a railroad crossing.

(10) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of such entrance (when properly signposted).

(11) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic.

(12) On the roadway side of any vehicle stopped or parked at the edge or curb of a street.

(13) Upon any bridge or other elevated structure upon a highway or within a

36 highway tunnel.

37 (14) At any place where official traffic control signs prohibit stopping.

38 (15) Within 20 feet of any mail receptacle served regularly by a carrier using a
39 motor vehicle for daily deliveries, if such parking interferes with or causes delay in the
40 carrier's schedule.

41 (16) Upon any controlled-access highway.

42 (17) At any place on any highway where the safety and convenience of the
43 traveling public is endangered.

44 (18) In front of the entrance to any school, hospital, church, hotel, theater,
45 assembly hall or place of amusement.

46 (19) In a turnaround, including but not limited to Hammerheads, 3-point sides,
47 cul-de-sacs, and 3-point wyes.

48 (b) No person shall move a vehicle not lawfully under ~~his~~ their control into any
49 such prohibited area or away from a curb such distance as is unlawful.

50

51

1 **Bill No. 7921**

2 Passed by Council:

3 Introduced in Council

4 **August 2, 2021**

5 Introduced by:

Referred to:

6 **Brady Campbell**

Planning, Streets and Traffic

7
8
9 **Bill No. 7921** - A Bill to repeal Ordinance 7301, which created a No Parking Anytime
10 Tow-Away Zone on Hunters Ridge Road from a point 150 feet north of Buckhorn Road
11 to a point 150 Feet south of Buckhorn Road and amending the Traffic Control Map and
12 Traffic Control File, established by the code of the City of Charleston, West Virginia, two
13 thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4,
14 Chapter 114, to conform therewith.

15 Be it Ordained by the Council of the City of Charleston, West Virginia:

16 Section 1. A Bill to repeal Ordinance 7301, which created a No Parking Anytime Tow-
17 Away Zone on Hunters Ridge Road from a point 150 feet north of Buckhorn Road to a
18 point 150 Feet south of Buckhorn Road

19 Section 2. The Traffic Control Map and Traffic Control File, established by the code
20 of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
21 Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are
22 amended, to conform to this Ordinance.

23 Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby
24 repealed to the extent of said inconsistency.

1 **Bill No. 7922**

2 Passed by Council:

3 Introduced in Council

4 **August 2, 2021**

5 Introduced by:

Referred to:

6 **Larry Moore**

Planning, Streets and Traffic

7
8 **Bill No. 7922** - A Bill to establish a no parking zone from 7:00am – 7:00pm on the
9 westerly side of Bream Street from the intersection of Bream Street and 7th Street to a
10 point 165 feet south to alley way and amending the Traffic Control Map and Traffic
11 Control File, established by the code of the City of Charleston, West Virginia, two
12 thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4,
13 Chapter 114, to conform therewith.

14 Be it Ordained by the Council of the City of Charleston, West Virginia:

15 Section 1. A Bill to establish a no parking zone from 7:00am – 7:00pm on the westerly
16 side of Bream Street from the intersection of Bream Street and 7th Street to a point 165
17 feet south to alley way

18 Section 2. The Traffic Control Map and Traffic Control File, established by the code
19 of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
20 Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are
21 amended, to conform to this Ordinance.

22 Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby
23 repealed to the extent of said inconsistency.



Bill No. 7917

Passed by Council:

Introduced in Council

August 2, 2021

Introduced by:

Bobby Haas

Referred to:

Municipal Planning Commission
Planning, Streets and Traffic

Bill No. 7917 - A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, and the map made a part thereof, by rezoning from a R-4 Single Family Residential District to a R-6 Medium Density Residential District, that certain parcel of land located at 808 Hendrix Avenue being Charleston West District, Map 10, Parcel 117, Charleston, West Virginia.

Be it Ordained by the City Council of the City of Charleston, West Virginia:

1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, is hereby amended by rezoning from a R-4 Single Family Residential District to a R-6 Medium Density Residential District whole of the following described parcels of land:

Parcel No. 117 as shown upon West Charleston Tax Map No. 10. Subject Parcel commonly known as 808 Hendrix Avenue, Charleston, West Virginia. Said tax map is of record in the Planning Office.

2. The Zoning Map, attached to and made a part of said Zoning Ordinance, is hereby amended in accordance with Article 29 of this ordinance.

3. All prior ordinances, or parts of ordinances, inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.



Exhibit
- A

Bill No. 7918

Introduced in Council

Passed by Council

August 2, 2021

Introduced by

Referred to

Shannon Snodgrass

**Municipal Planning Commission
Planning, Streets, and Traffic**

Bill No. 7918 - A Bill amending the Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, and the map made a part thereof, by rezoning from the R-6: Medium Density Residential to the R-4: Single Family Residential zoning district three district areas within and adjacent to the Woodbridge Subdivision, as shown on the attached maps included as Exhibits A, B, & C, Charleston, West Virginia.

Be it Ordained by the City Council of the City of Charleston, West Virginia:

1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, is hereby amended by rezoning from R-6: Medium Density Residential to the R-4: Single Family Residential whole of the following described parcels of land:

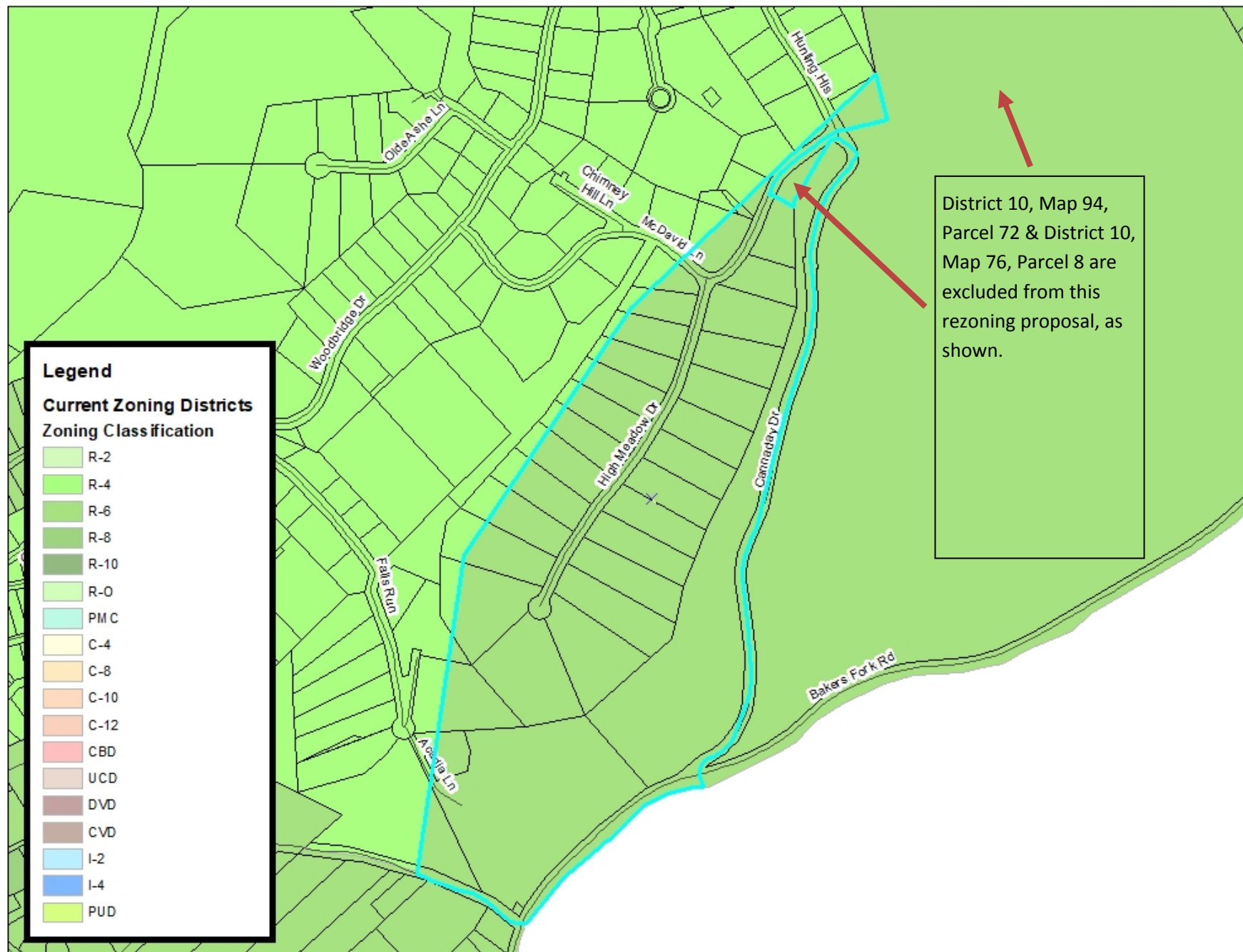
Those certain zoning district areas being within and adjacent to the Woodbridge Subdivision, as shown on the attached map included as Exhibits A, B, & C, Charleston, West Virginia.

2. The Zoning Map, attached to and made a part of said Zoning Ordinance, is hereby amended in accordance with Article 29 of this ordinance.

3. All prior ordinances, or parts of ordinances, inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.



Ex
hib
it -
A



Ex hib it - B

Exhibit C

