CITY OF CHARLESTON
West Virginia

Council Member – 12th WARD

Joseph Jenkins
839 Gordon Drive
Charleston, West Virginia 25303
304-575-9202
joseph.jenkins@cityofcharleston.org

Finance Committee, Chair
Parking Committee, Chair
Ordinance and Rules Committee

AGENDA
FINANCE COMMITTEE MEETING
Monday, November 6, 2023
6:30 PM
AV ROOM #308, CITY HALL, CHARLESTON, WV
AVAILIABLE TO VIEW VIA LIVESTREAM AT https://charlestonwv.civicclerk.com/web/home.aspx

I. DISCUSSION:

a. Approval of Previous Minutes 10-16-2023

II. RESOLUTIONS:

a. Resolution No. 898-23 - Authorizing "Citizen Appreciation Parking" for every Saturday from Thanksgiving to New Year's Day, to include the waiving of hourly parking fees at all metered on-street parking spaces.

b. Resolution No. 899-23 - Authorizing the Mayor or City Manager to submit a Letter of Intent to the Kanawha County Commission Public Safety Grant Program and administer any funds awarded for the Charleston Fire Department to purchase 2 hard diving helmets.

c. Resolution No. 900-23 - Authorizing the Mayor or City Manager to apply to the Kanawha County Commission under the Kanawha County Public Safety Grant Program and administer any funds awarded for the Charleston Police to purchase safety equipment for the Hybrid Unit officers.

d. Resolution No. 901-23 - Authorizing the Mayor or City Manager to enter into a contract with Advantage Technology to provide and install hardware and software necessary to upgrade the City's network backbone, and to provide and install fiberoptic throughout City Hall.

e. Resolution No. 902-23 - Authorizing the Mayor or City Manager to enter into a Reimbursement Agreement with The West Virginia Department of Health and Human Resources' Office of the Chief Medical Examiner to allow the purchase and construction of a concrete pad along with 4 Columbaria at the Spring Hill Cemetery.

f. Resolution No. 903-23 - Authorizing the Mayor or City Manager or Director of Transportation, Parking and Traffic, to enter an agreement with Worley Group, Inc., to provide up to 120 monthly parking spaces in Municipal Parking Building #2 for a duration of 36 months without cost to the employees of Worley Group, Inc., provided the entity commits to establishing new operations for a minimum 7-year lease in a downtown facility.

g. Resolution No. 904-23 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with Kanawha Valley Collective, Inc. for the purpose operating warming and cooling centers in the City of Charleston.

h. Resolution No. 905-23 - Authorizing the Mayor or City Manager to enter into one or more agreements for the purchase of E-10 Gasoline and Diesel Fuel through bids to be received by the Kanawha Valley Regional Transportation Authority.

i. Resolution No. 906-23 - Proclaiming that City Council acknowledges and accepts the terms and conditions of the Settlement Agreement with Masters Pharmaceutical, LLC.

III. BILLS:

a. Bill No. 8018 - A BILL to amend the Municipal Code by adding a new section relating to creating a Charleston Fire Department sick leave pool for uniformed employees.

b. Bill No. 8019 - A BILL enacting a special ordinance of the City of Charleston authorizing the City Manager or Mayor to enter into contracts with the West Virginia Department of Transportation, Division of Highways relating to Governor Jim Justice's and Secretary of Transportation/Commissioner of Highways Jimmy Wriston's use of Infrastructure and Investment Jobs Act funding on non-State-owned bridges.

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

MINUTES
FINANCE COMMITTEE MEETING
6:15 P.M., OCTOBER 16, 2023
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:15 p.m., October 16, 2023.

A silent roll was taken by the Clerk and a quorum was established. The following committee members were present:

Joseph Jenkins, Chair
Brent Burton, Vice Chair
Becky Ceperley
Mary Beth Hoover
Larry Moore
Chad Robinson

Absent:
Shawn Taylor

Other Councilmembers present:
Emmett Pepper
Frank Annie
Chelsea Steelhammer
Joe Solomon

I. <u>DISCUSSION:</u>

a. <u>Approval of Previous Minutes</u> - Councilmember Burton asked for unanimous consent to dispense with the reading of the minutes for the October 2, 2023 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

a. Resolution No. 893-23 – Authorizing the Mayor or City Manager to enter into any necessary documents to effectuate trade of property from the City to the Charleston Land Reuse Agency being those located at 1801 7th Avenue, 1803 7th Avenue, 908 Grant Street,1535 3rd Avenue,1538 2nd Avenue,1540 2nd Avenue, 629 Main Street, 2640 Kanawha Blvd. East, and 1904 Iris Drive in exchange for property from the Charleston Land Reuse Agency to the City being those located at 6 Glennwood Avenue, 515.5 Mary Street, 321 Garrison Avenue, PT LT 13 G E HILL EST 9-3/10A; MAGAZINE HGTS, PT SEC 6 BK 7 GEBHART ADN, LT B Amaron Street, RESERVED TRACT BB SEC 8; FOREST HILLS ADN, and 507 Westmoreland Road being properties of greater size for the purpose of supporting infrastructure and increasing public open space within the City without any detrimental impact on the City.

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

That the City Council hereby finds as follows:
That the Charleston Land Reuse Agency was created by City Council to facilitate that acquisition and disposition of property to support land recycling through conservation and redevelopment within the City of Charleston.
That the Board of Directors of the Charleston Land Reuse Agency has authorized the Chair to enter into any necessary documents to effectuate the transfer of the above stated properties.
That the properties to be received by the City will support infrastructure and expansion of public open space within the City.
That the properties to be transferred to the Charleston Land Reuse Agency will support its mission of land recycling.

And, therefore, that the Mayor or City Manager is hereby authorized to enter into any necessary documents to effectuate the transfer of the 9 parcels to the Charleston Land Reuse Agency in exchange for receipt of 8 parcels from the same.

City Manager, Ben Mishoe, added that the resolution is for a land swap between the City and the CLRA. The City has some parcels that are buildable and better situated for the CLRA to handle. The CLRA owns some property adjacent to some City owned parks that would be better suited for the City to handle. The CLRA approved the proposal at their most recent meeting.

Councilmember Jenkins confirmed with City Manager, Kevin Baker, that there are already deeds for the properties being transferred.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 893-23 approved.

b. Resolution No. 894-23 – Authorizing the Finance Director to amend the 2019 CDBG-CV budget and the 2021 and 2023 Community Development Block Grant budgets as indicated on the accounts listed below.

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

That the Finance Director is hereby authorized and directed to amend the 2019 CDBG-CV budget and the 2021 and 2023 Community Development Block Grant budgets as indicated on the accounts listed below:

Funds moved from completed/cancelled projects:

Account Number	Description	Amount
009-019-01-001-0-999	CDBG-CV Admin	($64,587.66)
009-021-00-002-0-999	YWCA Sojourners	($15,720.00)
009-021-01-199-0-999	Contingencies	$15,720.00

Funds transferred to other projects to cover additional costs:

Account Number	Description	Amount
009-019-01-011-0-999	CDBG-CV Care Office	$64,587.66
009-021-01-199-0-999	Contingencies	($219,252.60)
009-023-00-032-0-999	ADA Ramps	$219,252.60

The City proposes to cancel funding for CDBG-CV Admin and CDBG YWCA Sojourners and move funds from Contingencies to provide additional CDBG-CV funds to CDBG-CV Care Office and CDBG funds to ADA Accessible Ramps and Sidewalks.

Mishoe added that the budget amendment will reallocate unspent funds from FY2019 and FY2021 to the 2023 Action Plan. The funds will partially fund the continued work with the Mental Health Coordinator and ADA ramp improvements.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 894-23 approved.

c. Resolution No. 895-23 – Authorizing the Mayor or City Manager to purchase sixteen (16) handheld UHF radios and equipment for the Charleston Police Department from Discount Communications and Electronics in the amount of $29,846.50 pursuant to a competitively sourced State contract. This equipment is for new officers and to replace malfunctioning radios.

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

That the Mayor or City Manager is authorized to purchase sixteen (16) handheld UHF radios and equipment for the Charleston Police Department from Discount Communications and Electronics in the amount of $29,846.50 pursuant to a competitively sourced State contract.

Mishoe added that the resolution is for an annual budget item for radios as replacements and new equipment.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 895-23 approved.

d. Resolution No. 896-23 – Authorizing the Mayor or City Manager to purchase a Fire Boat from Lake Assault Boats, LLC in the amount of $587,862.63, where the vendor maintains a competitively sourced government contract with HGAC, and will be paid for, in part, with federal grant funds.

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

   That the Mayor or City Manager is authorized to purchase a Fire Boat from Lake Assault Boats, LLC in the amount of $587,862.63, where the vendor maintains a competitively sourced government contract with HGAC, and will be paid for, in part, with federal grant funds. Resolution No. 731-22, adopted November 7, 2022, is rescinded.

Mishoe added that this will be the third time this purchase has come before the Committee/Council. The previous purchases have fallen through for various reasons. There is a difference of about $38,000 from the previous contract. The City is pursuing reimbursement for the difference from the company that backed out of the contract.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 896-23 Committee Substitute approved.

e. Resolution No. 897-23 – Authorizing the Mayor or City Manager to enter into a contract with Harris Brothers Roofing Company in the amount of $997,500.00, for the repair and replacement of a roof and HVAC system at the Kanawha City Community Center, where the price was determined through a competitive bidding process.

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

   That the Mayor or City Manager is authorized to enter into a contract with Harris Brothers Roofing Company in the amount of $997,500.00, for the repair and replacement of a roof and HVAC system at the Kanawha City Community Center, where the price was determined through a competitive bidding process.

Mishoe added that the project has been in development for some time.

From the audience, Councilmember Pepper, added that new HVAC systems were approved for two community centers last year. He spoke with the City Manager to ask that this building get a full retrofit for efficiency (the correct size and type of unit). It would save money and avoid problems like mold. The Facilities Committee met to discuss with the vendor about this possibility. The vendor said it would be unlikely to be able to save any money due to the building type and that to do so would delay the project which meant the facility would not have air conditioning for the summer. Councilmember Pepper added that currently, nothing has been done to the building by the vendor. Councilmember Pepper added that maybe they should be swearing in people like the Legislature, as that is troubling.

Councilmember Ceperley asked if Councilmember Pepper had a recommendation. Councilmember Pepper replied that the project is far enough along that they should keep going. Going forward, they should make sure that they have candor from vendors etc.

Councilmember Robinson added that the facility has been without air conditioning for years, and the project cannot be delayed any more.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 897-23 approved.

f. Resolution No. 898-23 – Authorizing approval of Amendment No. 4 of the FY 2023-2024 General Fund Budget as indicated on the attached list of accounts.

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

That Amendment No. 4 of the FY 2023-2024 General Fund Budget as indicated on the attached list of accounts is approved.

Mishoe added that the budget amendment moves funds from the Unassigned Fund Balance to:

- Provide uniforms for the CARE Office
- Provide for claims costs up to the aggregate loss fund for the City's insurance policies
- Provide additional funds for dilapidated structure demolitions
- Provide AEDs in City facilities
- Convert City-owned lights to LEDs
- Provide additional funds for the HVAC and roof replacement at Kanawha City Community Center
- Provide additional matching funds for the field turfing project at North Charleston Community Center
- Provide funds for construction of a Public Safety Center
- Provide supplies and equipment for the City's Humane Officers
- Provide a contribution to the Capital Sports Complex Development Association for initial development costs

Mayor Goodwin added that the City is very conservative when they make the budget. Expenses are down, and revenue is up substantially this year for a variety of reasons. They are interested in funding projects that will see a return on investment.

From the audience, Councilmember Solomon asked how much had already been put into the sports complex. Councilmember Jenkins replied that no money yet has been put into the sports complex. Councilmember Solomon asked how the $8 million figure was arrived at. Finance Director, Andy Wood, replied that every year at this time, the City does a reconciliation of the prior year's finances. The $8 million listed is the current unspoken for money, which is a result of being over the prior year's revenue projections and under in expenditures.

Councilmember Robinson added if the City was receiving any money from the recently passed State bill involving dilapidated housing. Mishoe replied that it is a 3-year program, and the City would be eligible to apply during the second round.

Councilmember Ceperley added that she liked that the City was spending money on substantial projects as opposed to a little here and there, and spoke in favor of the budget amendment.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 898-23 approved.

Councilmember Burton motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 898-23

Introduced in Council: November 6, 2023

Adopted by Council: ____________

Introduced by: Joseph Jenkins and Mary Beth Hoover

Referred to: Finance

Resolution No. 898-23 – Authorizing "Citizen Appreciation Parking" for every Saturday from Thanksgiving to New Year's Day, specifically November 25, 2023, December 2, 2023, December 9, 2023, December 16, 2023, December 23, 2023, and December 30, 2023. "Citizen Appreciation Parking" shall include the waiving of hourly parking fees at all metered on-street parking spaces. The parking revenue losses will amount to approximately $2,100.00 per Saturday.

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

That "Citizen Appreciation Parking" is authorized for November 25, 2023, December 2, 2023, December 9, 2023, December 16, 2023, December 23, 2023, and December 30, 2023. "Citizen Appreciation Parking" shall include the waiving of hourly parking fees at all metered on-street parking spaces. The parking revenue losses will amount to approximately $2,100.00 per Saturday.

Resolution No. 899-23

Introduced in Council: Adopted by Council:

November 6, 2023

Introduced by: Referred to:

Joseph Jenkins Finance Committee

Resolution No. 899-23 - Authorizing the Mayor or City Manager to submit a Letter of Intent to the Kanawha County Commission Public Safety Grant Program in the amount of $10,000 and administer any funds awarded. These funds will be used by the Charleston Fire Department to purchase two hard diving helmets.

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

That the Mayor or City Manager is authorized to submit a Letter of Intent to the Kanawha County Commission Public Safety Grant Program in the amount of $10,000 and administer any funds awarded. These funds will be used by the Charleston Fire Department to purchase two hard diving helmets.

Resolution No. 900-23

Introduced in Council: Adopted by Council:

November 6, 2023

Introduced by: Referred to:

Joseph Jenkins Finance Committee

Resolution No. 900-23 - Authorizing the Mayor or City Manager to apply to the Kanawha County Commission under the Kanawha County Public Safety Grant Program in the amount of $25,000 and administer any funds awarded. These funds will be used by the Charleston Police to purchase safety equipment for the Hybrid Unit officers including first aid kits, polarized sunglasses, repelling gear and safety vests.

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

That the Mayor or City Manager is authorized to apply to the Kanawha County Commission under the Kanawha County Public Safety Grant Program in the amount of $25,000 and administer any funds awarded. These funds will be used by the Charleston Police to purchase safety equipment for the Hybrid Unit officers including first aid kits, polarized sunglasses, repelling gear and safety vests.

Resolution No. 901-23

Introduced in Council: Adopted by Council:

November 6, 2023 ____________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 901-23 - Authorizing the Mayor or City Manager to enter into a contract with Advantage Technology to provide and install hardware and software necessary to upgrade the City's network backbone located in City Hall, and to provide and install fiberoptic OM4 throughout City Hall to replace the existing OM1 cable, all as outlined in the attached Phase 1, Phase 2A, and Phase 2B proposals, for a total cost of $217.675.42, where Advantage Technology was chosen following an expression of interest interview and selection process.

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

That the Mayor or City Manager is hereby authorized to enter into a contract with Advantage Technology to provide and install hardware and software necessary to upgrade the City's network backbone located in City Hall, and to provide and install fiberoptic OM4 throughout City Hall to replace the existing OM1 cable, all as outlined in the attached Phase 1, Phase 2A, and Phase 2B proposals, for a total cost of $217.675.42

City Hall MDF/IDF Switch and SFP Details

CITY HALL

4th Floor Data Center MDF

Juniper QFX5120 Layer 3 Switch X2

Note: 15 Switches with Redundant uplinks. 30 Fiber SFPs 10 gig
Note: 30 SFPs for the QFX5120 Core side of the 15 switch uplinks
Note: Meraki MS225 Uplink 2 SFP 10 gig (Alpha uplink)
Note: Dell EMC 4 Fiber SFP 10 gig (uplink for VxRail side and core side)
Note: QSFP Stacking Cables X4
Note: Current core Ten 1/1/3 Need 2 Fiber 10 gig SFP.
Note: 100 Gig DAC for TOR Switches Uplink X4

48 Port Juniper TOR Access Layer switch PoE X2

Note: QSFP Stacking Cables X2
Note: Servers and other Data Center devices will connect to these switches via copper ports.

48 Port Juniper Access Layer Switch PoE X2

Note: QSFP Stacking Cables X2
Note: 2 Fiber SFP 10 gig Uplink to Core

Municipal Court IDF

48 Port Juniper Access Layer switch PoE X1

Note: 2 Fiber SFP 10 gig Uplink to Core

Room 308 IDF

48 Port Juniper Access Layer switch PoE X1

Note: 2 Fiber SFP 10 gig Uplink to Core

Room 302 IDF

48 Port Juniper Access Layer switch PoE X1

Note: 2 Fiber SFP 10 gig Uplink to Core

Room 202 IDF

48 Port Juniper Access Layer switch PoE X1

Note: 2 Fiber SFP 10 gig Uplink to Core

Room 102 IDF

48 Port Juniper Access Layer switch PoE X1

Note: 2 Fiber SFP 10 gig Uplink to Core

Room 101 IDF

48 Port Juniper Access Layer switch PoE X1

Note: 2 Fiber SFP 10 gig Uplink to Core

CITY HALL Continued

Basement IDF
48 Port Juniper Access Layer Switch PoE X1
Note: 2 Fiber SFP 10 gig Uplink to Core

Police Department MDF/IDF Locations

4th Floor MDF
48 Port Juniper Access Layer switch PoE X1
Note: 2 Fiber SFP 10 gig Uplink to Core

3rd Floor IDF
48 Port Juniper Access Layer switch PoE X1
Note: 2 Fiber SFP 10 gig Uplink to Core

2nd Floor IDF
48 Port Juniper Access Layer switch PoE X1
Note: 2 Fiber SFP 10 gig Uplink to Core

Mezzanine IDF
48 Port Juniper Access Layer switch PoE X1
Note: 2 Fiber SFP 10 gig Uplink to Core

1st Floor Records IDF
48 Port Juniper Access Layer switch PoE X2
Note: 2 Fiber SFP 10 gig Uplink to Core
Note: 2 Stacking cable for the 2 switches

Totals for both City Hall and Police Department
Juniper QFX5120-48 Switches=2
Juniper EX####-48P Switches=17
Total 10 Gig Fiber SFPs=68
Total Highest speed 100G DAC Cables=4
Total QSFP Switch Stacking Cables=10

City Hall Fiber Backbone Phase 1

Quote # 024155
Version 2

PREPARED FOR
City of Charleston IT
Adam Cottrell
adam.cottrell@cityofcharleston.org

PREPARED BY
Charleston
John Goff
jgoff@advantage.tech

advantage
TECHNOLOGY

950 Kanawha Blvd E
Suite 100
Charleston, West Virginia 25301
www.advantage.tech
304-3420796

Friday, October 27, 2023

City of Charleston IT
Adam Cottrell
501 Virginia Street, East
Charleston, WV 25301
adam.cottrell@cityofcharleston.org

Dear Adam,

There are 11 IDF's throughout City Hall/PD and each IDF will be homeruns back to the MDF with OM-4 Fiber redundant links for 20 Gig bandwidth per switch. OM-5 fiber was considered, but at this time, OM-5 fiber only provides a slightly longer distance run for the same bandwidth with a much higher cost.

John Goff
Sales Director
Charleston

950 Kanawha Blvd E
Suite 100
Charleston, West Virginia 25301
www.advantage.tech
304-3420796

Hardware

Description	Price	Qty	Ext. Price
19RU 32" DEEP WALL MOUNT WITH PLEXIGLASS DOOR	$1,192.86	4	$4,771.44
2RU SHELF - 15" DEEP	$51.56	11	$567.16
1RU LEVITON OPT-X ENCLOSURE	$289.07	11	$3,179.77
3RU LEVITON OPT-X ENCLOSURE	$420.83	1	$420.83
12-STRAND OM3/OM4 LC ADAPTER PLATE - LEVITON	$101.64	11	$1,118.04
24-STRAND OM3/OM4 LC ADAPTER PLATE - LEVITON	$149.43	12	$1,793.16
12-STRAND OM4 RISER I/O FIBER	$3.00	7000	$21,000.00
1 METER OM4 LC/LC	$12.50	44	$550.00
OM-4 PIGTAILS	$100.99	22	$2,221.78
SPLICE TRAY 12-STRAND 1 PER PIGTAIL	$45.26	22	$995.72
BLANK PLATE FOR UNUSED PORTS IN LEVITON FIBER ENCL	$7.37	23	$169.51

Subtotal: $36,787.41

Services

Description	Price	Qty	Ext. Price
Telecom Level 2 - Cabling / Fiber Installation	$125.00	220	$27,500.00

Subtotal: $27,500.00

950 Kanawha Blvd E
Suite 100
Charleston, West Virginia 25301
www.advantage.tech
304-3420796

City Hall Fiber Backbone Phase 1

Quote Information:

Quote #: 024155

Version: 2
Delivery Date: 10/26/2023
Expiration Date: 11/30/2023

Prepared for:

City of Charleston IT

501 Virginia Street, East
Charleston, WV 25301
Adam Cottrell
(304) 348-8048
adam.cottrell@cityofcharleston.org

Prepared by:

Charleston

John Goff
3047418339
Fax 304-720-1423
jgoff@advantage.tech

Quote Summary

Description	Amount
Hardware	$36,787.41
Services	$27,500.00
Total:	$64,287.41

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.
All orders that contain hardware require a 50% downpayment.

Charleston

Signature:

Name: John Goff

Title: Sales Director

Date: 10/26/2023

City of Charleston IT

Signature:

Name: Adam Cottrell

Date:

Juniper City Hall Network Backbone Phase 2A & 2B

Quote # 024055
Version 3

advantage
TECHNOLOGY

PREPARED FOR
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Adam Cottrell
adam.cottrell@cityofcharleston.org

PREPARED BY
Charleston
John Goff
jgoff@advantage.tech

950 Kanawha Blvd E
Suite 100
Charleston, West Virginia 25301
www.advantage.tech
304-3420796

Monday, October 30, 2023

City of Charleston IT
Adam Cottrell
501 Virginia Street, East
Charleston, WV 25301
adam.cottrell@cityofcharleston.org

Dear Adam,

Phase 2 will be split into two parts 2A for City Hall and 2B for Police Department. Both phases will replace the core with two layer 3 switches in a collapse core tier at the MDF on 4th floor. There will be 19 switches replaced across the 11 IDF's that will utilize Phase 1 OM-4 fiber to provide 20 Gig speeds and redundancy back to the MDF. Phase 2A will be accomplished starting on a Friday after hours for City Hall and working through the weekend to install all 19 switches to minimize City Hall downtime. Phase 2B will take more care and planning to schedule downtime at the Police Department's least busy time and fall back to DRP while doing a similar approach to replacing all 19 switches with the planned downtime. Phase 2A and 2B would be spread out 2-4 weeks to allow for any issues to be resolved before moving forward to Phase 2B.

John Goff
Sales Director
Charleston

950 Kanawha Blvd E
Suite 100
Charleston, West Virginia 25301
www.advantage.tech
304-3420796

Hardware

Description	Price	Qty	Ext. Price
Juniper QFX5120 Ethernet Switch - Manageable - 3 Layer Supported - Modular - 272 W Power Consumption - Optical Fiber - 1U High - Rack-mountable - 1 Year Limited Warranty	$9,401.56	2	$18,803.12
Juniper Ethernet Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - Twisted Pair, Optical Fiber - PoE Ports - 1U High - Rack-mountable	$4,956.38	17	$84,258.46
Juniper SFP+ Module - For Optical Network, Data Networking - 4 x SFP+ Network - Optical Fiber10 Gigabit Ethernet	$925.12	17	$15,727.04
Juniper SFP+ Module - For Optical Network, Data Networking - 1 x LC 10GBase-SR Network - Optical Fiber - Multi-mode - 10 Gigabit Ethernet - 10GBase-SR	$37.00	68	$2,516.00
Corlink Twinaxial Network Cable - 3.28 ft Twinaxial Network Cable for Network Device - First End: QSFP28 Network - Second End: QSFP28 Network	$143.00	4	$572.00
Juniper 1M CABL QSFP+ TO QSFP+ ETHERNETCABL DIRECT ATTACH COPPER TWINAX COPPER	$96.25	10	$962.50

Subtotal: $122,839.12

Software

Description	Price	Qty	Ext. Price
The licensing shown on this section includes Juniper MIST along with Support for 3 years on all switches.			
Juniper MIST - 3 Year Wired Assurance and VNA Subs for EX48 port switches ; Wired Assurance Subscription includes network insights; Juniper Care Next Day Support for 48 port switches	$986.98	2	$1,973.96
Juniper MIST - 3 Year Wired Assurance and VNA Subs for EX48 port switches ; Wired Assurance Subscription includes network insights; Juniper Care Next Day Support for 48 port switches.	$710.29	17	$12,074.93

Subtotal: $14,048.89

Services

Description	Price	Qty	Ext. Price
Networking Level 4 - Switch Programming and Installation	$165.00	100	$16,500.00

Subtotal: $16,500.00

950 Kanawha Blvd E
Suite 100
Charleston, West Virginia 25301
www.advantage.tech
304-3420796

Juniper City Hall Network Backbone Phase 2A & 2B

Quote Information:

Quote #: 024055

Version: 3
Delivery Date: 10/30/2023
Expiration Date: 11/30/2023

Prepared for:

City of Charleston IT

501 Virginia Street, East
Charleston, WV 25301
Adam Cottrell
(304) 348-8048
adam.cottrell@cityofcharleston.org

Prepared by:

Charleston

John Goff
3047418339
Fax 304-720-1423
jgoff@advantage.tech

Quote Summary

Description	Amount
Hardware	$122,839.12
Software	$14,048.89
Services	$16,500.00
Total:	$153,388.01

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.
All orders that contain hardware require a 50% downpayment.

Charleston

Signature:

Name: John Goff

Title: Sales Director

Date: 10/30/2023

City of Charleston IT

Signature:

Name: Adam Cottrell

Date:

Resolution No. 902-23

Introduced in Council: Adopted by Council:

November 6, 2023 ____________ _______

Introduced by: Referred to:

Joseph Jenkins Finance Committee

Resolution No. 902-23 - Authorizing the Mayor or City Manager to enter into a Reimbursement Agreement, and any other necessary or related documents, with The West Virginia Department of Health and Human Resources' Office of the Chief Medical Examiner to allow the City to purchase and facilitate the construction of a concrete pad along with the purchase and installation of four Columbaria at Spring Hill Cemetery, as detailed in the attached exhibit, for the purposes set forth in West Virginia Code § 61-12-15, where the agreement requires the State to reimburse the City for all expenditures made in connection with this project.

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

The Mayor or City Manager is authorized to enter into a Reimbursement Agreement, and any other necessary or related documents, with The West Virginia Department of Health and Human Resources' Office of the Chief Medical Examiner to allow the City to purchase and facilitate the construction of a concrete pad along with the purchase and installation of four Columbaria at Spring Hill Cemetery, as detailed in the attached exhibit, for the purposes set forth in West Virginia Code § 61-12-15, where the agreement requires the State to reimburse the City for all expenditures made in connection with this project.

<u>CITY OF CHARLESTON</u>

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is entered into as of __________ day of ___________________________, 2023, by and between the WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES' OFFICE OF THE CHIEF MEDICAL EXAMINER, an agency of the State of West Virginia (the "Department"), and the CITY OF CHARLESTON, a West Virginia municipal corporation (the "City"); collectively referred to as the "parties":

WHEREAS, the City and the Department previously entered into a certain Land Use Agreement on August 22, 2023, regarding the use of certain land within Spring Hill Cemetery Park ("SHCP") for the purpose of interment of unidentified and unclaimed remains as set forth in W. Va. Code § 61-12-15, and other uses incidental thereto, which Land Use Agreement is attached hereto and made a part hereof; and

WHEREAS, construction of columbaria within SHCP is necessary for the interment of the above-referenced remains and the vendors for certain cemetery related items, including columbaria, will only sell said items directly to cemeteries; and

WHEREAS, the City agrees to undertake and oversee the purchases related to the construction and installation of columbaria on the Land, as defined in Article 6, Section A, of the Land Use Agreement and the State agrees to reimburse the City for the costs and expenses incurred during the construction and installation of such columbaria, which is estimated to be $117,725.66.

THEREFORE, THE PARTIES HEREBY ENTER INTO THE FOLLOWING REIMBURSEMENT AGREEMENT AND PLEDGE TO ABIDE BY ITS TERMS AND CONDITIONS:

1. The City agrees to purchase, cause to be purchased, or otherwise provide four 200 Niche Gray Granite Columbaria to be delivered to SHCP, the construction of a concrete pad for the Columbaria, and the installation of the Columbaria (the "Services").
2. The projected cost is estimated at $117,725.66, as provided by quotes and cost estimates attached hereto.
3. The City agrees to perform the Services and pay the costs upfront.

____

Initials

4. The Department agrees to reimburse the City for the costs of the Services as they are incurred upon the periodic presentation of proper invoices detailing the costs. The City and Department agree that invoices will be sent by the City to the following:

   Matt Izzo, Chief Administrator
   West Virginia Office of the Chief Medical Examiner
   619 Virginia Street West
   Charleston, WV 25302

5. The City and the Department will communicate regarding the progress of the completion of the Services and the costs associated therewith.

The City and Department have caused the duly-authorized signatories to execute this Agreement below who have full power and authority to enter into this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia. The parties consent to exclusive jurisdiction and venue in the Circuit Court of Kanawha County, West Virginia. This Agreement and the Land Use Agreement constitute the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

BY THE DULY-AUTHORIZED SIGNATURES BELOW, THE PARTIES HEREBY AGREE AND ACCEPT THE TERMS SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGE THAT THEY ARE FREELY SIGNING THIS AGREEMENT AFTER READING THE AGREEMENT CAREFULLY AND UNDERSTANDING ALL TERMS CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above and hereby agree to the terms herein.

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES

____
SIGNATURE

____
PRINT NAME

Title: ____________________________

Date: ____________________________

CITY OF CHARLESTON

____
SIGNATURE

____
PRINT NAME

Title: ____________________________

Date: ____________________________

Resolution No. 903-23

Introduced in Council: Adopted by Council:

November 6, 2023 ____________________

Introduced by:
Mayor Amy Shuler Goodwin
Becky Ceperley
Joseph Jenkins

Referred to:
Finance

Resolution No. 903-23 – Authorizing the Mayor or City Manager or Director of Transportation, Parking and Traffic, notwithstanding any other provision in City Code in relation to rates or fees, to enter an agreement with Worley Group, Inc., to provide up to 120 monthly parking spaces in Municipal Parking Building #2 for a duration of 36 months without cost to the employees of Worley Group, Inc., which is not currently operating in the City, provided the entity commits to establishing new operations for a minimum Seven-year lease in a downtown facility, and where any parking above the maximum amount contained herein and beyond the 36-month period will be paid at the standard parking rates for the building.

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

That the Mayor or City Manager or Director of Transportation, Parking and Traffic, notwithstanding any other provision in City Code in relation to rates or fees, is authorized to enter an agreement with Worley Group, Inc., to provide up to 120 monthly parking spaces in Municipal Parking Building #2 for a duration of 36 months without cost to the employees of Worley Group, Inc., which is not currently operating in the City, provided the entity commits to establishing new operations for a minimum Seven-year lease in a downtown facility, and where any parking above the maximum amount contained herein and beyond the 36-month period will be paid at the standard parking rates for the building.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF CHARLESTON AND WORLEY GROUP INC.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made this ___ day of ______________, 2023, by and between THE CITY OF CHARLESTON, a West Virginia municipal corporation (the "City"), party of the first part, and WORLEY GROUP INC., a Delaware corporation ("Worley"), party of the second part.

RECITALS

WHEREAS, Worley contacted the City regarding potential incentives for bringing more than 120 employees to the City as part of a lease of office space in downtown Charleston, to which the City and Worley negotiated a proposal whereby the City would provide free parking for certain employees for a period of 3 years upon confirmation of Worley entering a multi-year lease in downtown Charleston, and subject to City Council approval; and

WHEREAS, in light of the proposed free parking and for other reasons known to Worley, Worley has committed to a 7-year lease for office space in downtown Charleston; and

WHEREAS, the City and Worley voluntarily enter into this MOU, with the approval of City Council, which requires the City to provide up to 120 free parking spaces to Worley employees for a period of up to 3 years as further stated herein.

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, the City and Worley hereby agree as follows:

Section 1 – Three Years of Parking. The City hereby waives the monthly rental fee for up to one hundred twenty (120) parking spaces in its Parking Garage #2, located at 612 Washington Street East in Downtown Charleston, West Virginia shown in Exhibit A, for a period commencing on January 1, 2024, and ending on December 31, 2026 ("Parking Grace Period"). City shall ensure availability of the 120 spaces for Worley.

Section 2 – Additional or Future Parking. Any parking needed by Worley above the 120 spaces provided in Section 1 of this MOU or beyond the Parking Grace Period, shall be subject to the standard parking rates for the building where those spots are located at the time of use. The City and Worley may enter into a separate agreement for any excess spaces needed.

Section 3 – Individual Driver Requirement. In addition to this MOU, Worley agrees and understands that each individual driver will be required to complete the City's standard parking agreement related to the use of the parking garage. The City will issue one hundred twenty (120) pre-programmed parking cards (one per parking space), which shall be used by Worley, its employees, contractors, guests, customers or authorized agents. The individual will complete the application and submit it to Worley before receiving an access card. Worley will place the access card number provided to the individual on the application and provide the completed application to the City by the next business day. Worley understands that the pre-programmed parking cards are City property and any missing or replacement cards needed will require a $10.00 per card replacement fee paid by Worley to the City. The City will, however, replace any damaged or broken cards at no charge.

Section 4 – Permitted Use. Worley shall use the parking garage and access cards for parking purposes and Worley shall be allowed parking overnight and for extended periods as needed by the business. 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. Worley shall take commercially reasonable measures and precautions to prevent loitering in the parking garage, *provided* that Worley shall not be responsible for any costs associated with policing, lighting, cleaning or otherwise improving the parking garage in a manner that might reduce loitering.

Section 5 – Maintenance and Alteration. City shall maintain the parking garage in good order and condition, clean, safe, well-lit, accessible (including clearing ice and snow as needed) and with adequate entry and exit points with functioning surveillance cameras at every entrance and exit for vehicles or pedestrians to ensure the safety of people and vehicles. The City shall repair any damage to the parking garage at its sole expense, except with regard to: (1) damage caused by negligence of Worley, its agents, representatives, or employees and (2) damage caused by Worley, its agents, representatives, or employees as a result of its and/or their willful misconduct or negligence. Such damage, caused as a result of negligence and/or willful misconduct shall be repaired at the expense of Worley. Worley shall in no way alter, modify, or improve the parking garage, without the written consent of the City. In the event that any improvements are made to the parking garage, said improvements shall become part and parcel of the parking garage and shall remain upon and be the property of the City.

Section 6 – Liability Waiver and Indemnity. Worley hereby waives the City of any liability from claims, causes of action, and judgments for personal injury, loss of life, theft, or property damage suffered upon the parking garage by Worley's agents, representatives, or employees and Worley shall indemnify, defend, and save City harmless from all such claims, causes of action, and judgments for personal injury, loss of life or property damage suffered upon the parking garage by Worley's agents, representatives, or employees, except such as may be the result of the willful misconduct or grossly negligent acts or omissions of City or breach of City's obligations hereunder. Neither party shall be liable to the other for loss of product, loss of use, loss of business opportunity, loss of profit or anticipated profits or revenues, any form of business interruption loss, any punitive or exemplary damages, or any consequential, indirect or special losses or damages arising from any cause whatsoever, whether based in contract, tort (including negligence), warranty, strict liability or any other legal theory.

Section 7 – Liability Insurance. Worley shall keep in full force and effect throughout the term of the MOU, general public liability insurance against all claims, causes of action, and judgments for personal injury, loss of life or property damage suffered upon the parking garage to the extent of the liabilities assumed by Worley under this MOU. Said insurance policy shall provide coverage in an amount of $1,000,000 per occurrence and $2,000,000 in the aggregate.

Such insurance may be carried under a blanket policy covering the parking garage and other locations of Worley and shall name City as additional insured. Worley shall provide City certificate(s) of any insurance policy within sixty (60) days of execution of this MOU.

Section 8 – Default and Termination. If either party shall fail to perform its obligations herein described, the other party shall give written notice of such failure. Upon receipt of the notice, the defaulting party shall have a period of fifteen (15) days to perform as required. In the event that the defaulting party does not perform after fifteen (15) days, the other party may terminate the MOU.

Section 9 – Rights of Parties. Each and every provision of this MOU shall bind and inure to the benefit of the parties hereto, their legal representatives, devisees, heirs, successors and assigns.

Section 10 – Assignment and Subletting. Worley shall not sublet, assign or encumber this MOU and the parking rights contained herein without express written consent of the City.

Section 11 – Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given at the time actually delivered and shall be presumed delivered three business days after deposited in the United States mails, certified or registered and postage prepaid, addressed to the parties as follows:

If to City: The City of Charleston
Parking System
P.O. Box 2749
Charleston, West Virginia 25330
Attn: Parking Director

If to Worley: Worley Group, Inc.
500 Lee Street East, Suite 13
Charleston, WV 25301

Section 12 – Authority. City and Worley each hereby represent and warrant unto the other that (i) all necessary action has been taken on the part of City and Worley, respectively, to obtain approval and authority to enter into this MOU and to perform their respective obligations hereunder and (ii) that the person executing this MOU on behalf of City and Worley is fully authorized to bind the City and Worley respectively.

Section 13 – Choice of Law. This MOU is executed and delivered within the State of West Virginia, and it shall be construed, interpreted and applied in accordance with the laws of that State.

Section 14 – Consent to Jurisdiction and Waiver. The court and authorities of the State of West Virginia shall have sole jurisdiction and venue over all controversies that may arise with respect to the execution, interpretation, and compliance with this MOU.

[Signature page follows]

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

THE CITY OF CHARLESTON

By: ______________________________

Its: ______________________________

APPROVED
LEGAL
10-25-2023

WORLEY GROUP INC.

DocuSigned by:
By: Trey Wills
A8354E0B3EB34FD...

Its: ______________________________

EXHIBIT A

MAP OF PARKING GARAGE

Resolution No. 904-23

Introduced in Council:	Adopted by Council:
November 6, 2023	
Introduced by:	Referred to:
Joseph Jenkins	Finance

Resolution No. 904-23 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding (“MOU”) with Kanawha Valley Collective, Inc. (“KVC”) for the purpose operating warming and cooling centers in the City of Charleston, with up to $100,000 in costs being reimbursable by the City, as allocated through the CARE Office’s Contracted Services in the City’s fiscal year 2024 budget, and pursuant to the terms and conditions set forth in the attached MOU.

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

That the Mayor or City Manager is hereby authorized to enter into a Memorandum of Understanding (“MOU”) with Kanawha Valley Collective, Inc. (“KVC”) for the purpose operating warming and cooling centers in the City of Charleston, with up to $100,000 in costs being reimbursable by the City, as allocated through the CARE Office’s Contracted Services in the City’s fiscal year 2024 budget, and pursuant to the terms and conditions set forth in the attached MOU.

MEMORANDUM OF UNDERSTANDING FOR WARMING AND COOLING CENTERS

This Memorandum of Understanding (MOU) is entered into, effective on the date of the last signature below, by and between The City of Charleston ("City"), a West Virginia Municipal Corporation, and Kanawha Valley Collective, Inc., including its participating members and agents ("KVC"), a West Virginia Non-Profit Corporation. The City and KVC are collectively referred to herein as "the Parties."

WHEREAS, the City of Charleston is a West Virginia Municipal Corporation organized and existing under the laws of the State of West Virginia and located in Kanawha County, West Virginia; and

WHEREAS, KVC is a West Virginia Non-Profit corporation with its principal offices located at 1015 Smith Street, Charleston WV 25301, and is a collaborative network dedicated to preventing and ending homelessness; and

WHEREAS, KVC and its participating members and organizations periodically operate warming and cooling centers in the City to provide warmth, shelter, clothing, and other supplies to individuals who may otherwise lack access to these safety measures and necessities; and

WHEREAS, these warming and cooling centers are critical to assist and protect homeless and other at-risk citizens within the City from dangerous and potentially life-threatening extreme temperature conditions during the coldest and hottest days and nights of the year; and

WHEREAS, in its current budget for Fiscal Year 2024, the City budgeted $100,000 for contracted services through the CARE Office to allow financial assistance to the local organizations who operate these services; and

WHEREAS, the CARE Office and the City wish to utilize the budgeted contracted services funding by entering into this MOU with KVC to assist with the financial needs associated with operating these warming and cooling centers pursuant to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

A. *Warming and Cooling Center Operations.* The City and KVC agree that KVC will organize and facilitate with its members and partner organizations warming centers in the City when forecasted temperatures are predicted to reach twenty degrees Fahrenheit or below, and cooling centers in the City when a heat advisory is issued by The National Weather Service. KVC may organize and facilitate warming centers when forecasted temperatures are predicted to be above twenty degrees Fahrenheit, or cooling centers when heat advisories have not been issued, but such services are not reimbursable under this MOU unless KVC obtains prior agreement with the City.

B. *Reimbursable Costs and Expenses.* The City and KVC agree that reimbursable costs and expenses will be limited to facility and staffing costs, food and beverages, blankets, clothing, and other necessary supplies. KVC agrees to use reasonable efforts to solicit donations of supplies when possible, and to ensure that it and the participating members and organizations exercise fiscal responsibility and only submit for reimbursement those items outlined above that are critical to the warming and cooling center purposes and operations.

C. *Communications.* KVC agrees to communicate to the City as early as reasonably possible the date, time, and locations of upcoming warming and cooling center operations.

D. *Reimbursement.* In order to reimburse KVC for the cost of operating and facilitating these warming and cooling centers, KVC agrees to provide a monthly invoice setting forth the date and location(s) of each warming or cooling center, along with itemized costs sought to be reimbursed, which may include those items set forth in Section B. The City will process invoices in a reasonable time upon receipt and provide reimbursement for the reasonable costs and expenses. The Parties acknowledge and agree that the total reimbursable costs and expenses during Fiscal Year 2024 shall not exceed $100,000, and any costs and expenses above that amount will be borne entirely by KVC and/or its participating members and organizations. KVC expressly agrees that it will continue to operate and facilitate these centers if or when City funds are exhausted.

E. *Liability.* KVC shall indemnify, defend, and hold harmless the City from and against any and all liabilities, demands, losses, claims and damages of any kind whatsoever, whether on account of injury to or death of any person or persons, damage to or loss of property, violation of any law or regulation, breach of any of the provisions of this MOU, or otherwise arising out of or attributable directly or indirectly to the negligent or intentional acts or omissions of KVC, its employees, officers, and agents. The duty to indemnify and defend shall specifically extend to include any and all costs and expenses, including reasonable attorney's fees and expenses that may be incurred by the City in connection therewith.

F. *Amendments.* Any amendment to this MOU shall be made in writing and shall be executed by all Parties.

G. *Term.* This MOU shall take effect upon execution by the parties, and continue until terminated by agreement of the Parties, or as detailed in this MOU.

H. *Termination*. This MOU may be terminated at any time and for any reason by either party by providing ninety (90) days' written notice to the other. If either party terminates this MOU, KVC shall be entitled to reimbursement for all eligible warming and cooling center operations performed to the satisfaction of the City prior to the date of termination.

I. *Assignment.* Notwithstanding any provision of this MOU, no Party may assign or transfer any of the rights and privileges granted hereunder without the approval of the Parties hereto, which approval shall not be unreasonably withheld.

J. *Choice of Law, Dispute Resolution, and Venue.* This MOU 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 MOU, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation. If the parties cannot resolve the matter through negotiation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation.

K. *Severability.* In the event that any of the provisions of this MOU are determined to be illegal or unenforceable, all other terms shall remain in full force and effect.

L. *Conflicts of law.* If there is a conflict between the provisions of this MOU and any laws, whether federal, state, or city, including all future laws and ordinances, the contract provision will be superseded by any such law.

M. *Notices.* Notice pursuant to this MOU shall be in writing and addressed as follows:

For Kanawha Valley Collective:
Traci Strickland
Executive Director
1015 Smith Street
Charleston, WV 25301

For City of Charleston:
Benjamin Mishoe
City Manager
501 Virginia Street E
Charleston, WV 25301

IN WITNESS WHEREOF, the undersigned have caused this MOU to be properly executed by an officer thereunto duly authorized.

City of Charleston, A West Virginia Municipal Corporation	Kanawha Valley Collective, A West Virginia Non-Profit Corporation
______________________________	______________________________
By:____________________________	By:____________________________
Its:____________________________ Date:__________________________	Its:____________________________ Date:__________________________

Resolution No. 905-23

Introduced in Council: Adopted by Council:

November 6, 2023

Introduced by: Referred to:

Joseph Jenkins Finance Committee

Resolution No. 905-23 - Authorizing the Mayor or City Manager to enter into one or more agreements for the purchase of E-10 Gasoline and Diesel Fuel through bids to be received by the Kanawha Valley Regional Transportation Authority ("KRT") on November 15, 2023. The bid prices for E-10 Gasoline and Diesel Fuel shall remain in effect for a 24-hour period following the bid opening; therefore, the Mayor or City Manager is authorized to exercise discretion in accepting or rejecting such bid proposals as he or she determine to be in the best interest of the City and to report same to the Finance Committee and Council at the next scheduled meeting.

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

That the Mayor or City Manager is authorized to apply to the Kanawha County Commission under the Kanawha County Public Safety Grant Program in the amount of $25,000 and administer any funds awarded. These funds will be used by the Charleston Police to purchase safety equipment for the Hybrid Unit officers including first aid kits, polarized sunglasses, repelling gear and safety vests.

Resolution No. 906-23

Introduced in Council: Adopted by Council:

November 6, 2023 ______________

Introduced by: Referred to:

Joe Jenkins Finance

Resolution No. 906-23 - Proclaiming that the Council for the City of Charleston acknowledges and accepts the terms and conditions of the Settlement Agreement with Masters Pharmaceutical, LLC f/k/a Masters Pharmaceutical, Inc., d/b/a River City Pharma and River City Pharma, LLC, and affirming the Mayor’s authorization to execute Exhibit C to that agreement acknowledging and agreeing to such terms, which is attached to, and incorporated in, the settlement agreement and titled Masters Pharmaceutical Settlement Participation Agreement.

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

That the Council for the City of Charleston proclaims that it acknowledges and accepts the terms and conditions of the Settlement Agreement with Masters Pharmaceutical, LLC f/k/a Masters Pharmaceutical, Inc., d/b/a River City Pharma and River City Pharma, LLC, relating to opioid claims made on behalf of the City of Charleston, and affirms the Mayor’s authorization to execute the Exhibit C – Masters Pharmaceutical Settlement Participation Agreement, acknowledging and agreeing to such terms, which is attached to, and incorporated in the settlement agreement as an exhibit.

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement" or "Masters Settlement Agreement") is entered by and between Plaintiffs (as identified in Exhibit A) effective as of 8/3/2023 2023, Masters Pharmaceutical, LLC fka Masters Pharmaceutical, Inc., d/b/a River City Pharma, and River City Pharma, LLC (collectively "Masters"). Plaintiffs and Masters are referred to as the "Parties."

I. RECITALS

WHEREAS, Plaintiffs have filed lawsuits against Masters, or against other entities with the intention to name Masters, bearing case numbers identified in Exhibit A (the "Actions" and each an "Action") raising Claims (defined below) and/or allegations concerning, related to, based upon, or in connection with the Alleged Harms (defined below) or Released Conduct (defined below);

WHEREAS, the MDL 2804 Plaintiffs' Executive Committee and Masters have entered into a Term Sheet dated June 14, 2023 (Exhibit B attached), which contains the basic terms of this settlement, and which is hereby incorporated in this agreement;

WHEREAS, Masters (i) denies each and all of the Claims and allegations of wrongdoing made by Plaintiffs in the Actions and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against Masters arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Actions already brought or that could be brought by Plaintiffs related to the Released Conduct;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the Claims and defenses that have been or could have been asserted in the Actions;

WHEREAS, without any admission of wrongdoing, fault, culpability or liability of any kind, and without any concession as to the strength or weakness of any actual or potential Claims or defenses, the Parties desire to (a) avoid the delay, uncertainty, inconvenience, and expense of litigation, and (b) fully and finally resolve, settle, release and discharge any and all Claims Plaintiffs brought or could have brought against Masters in the Actions and all Claims related in any way to the Alleged Harms or Released Conduct;

WHEREAS, the Parties have agreed to the terms herein for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing or lack thereof;

WHEREAS, no part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing, or of any lack thereof;

WHEREAS, unless the contrary is expressly stated, this Agreement is not intended for use by any Party or any third party for any purpose not expressly stated herein, including submission to any court for any purpose other than any required court approval(s) associated with this Agreement and the enforcement of this Agreement;

WHEREAS, the Parties acknowledge, agree to, and understand the terms set forth herein;

WHEREAS, Plaintiffs have determined the terms of this Agreement are fair, reasonable and adequate and in the public interest; and

WHEREAS, the Parties engaged in arm's-length negotiations between counsel in good faith, intending to be legally bound.

NOW, THEREFORE, in consideration of the above recitals and the promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

II. AGREEMENT

1. Recitals Incorporated. The foregoing Recitals are incorporated herein and constitute express terms of this Agreement.

2. Definitions.

a. "Alleged Harms" means any alleged past, present, and future financial and societal harms and related expenditures arising out of the alleged misuse and abuse of Products (defined below), and/or any alleged injuries sustained by individuals suffering from opioid-related addiction, abuse, other related diseases and disorders, and death, that allegedly have been caused by Masters, non-exclusive examples of which are described in the reports and opinions submitted in connection with the case captioned In re: National Prescription Opiate Litigation, No. 1:17-md-2804 (N.D. Ohio),

b. "Claim" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

c. "Released Conduct" means any actual or alleged act, failure to act, negligence, creation of any public or private nuisance, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to: (a) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of any Product; (b) orders, prescriptions, formularies, guidelines, payments or rebates for any Product; (c) policies, practices and/or operating procedures, insurance, claim or benefit administration, claim adjudication, plan design, data and/or sales thereof, relating to, any Product; (d) any system, plan, policy or advocacy relating to any Product, including, but not limited to, any promotion, marketing, programs, or campaigns relating to any Product; (e) the characteristics, properties, risks, or benefits of any Product; (f) the reporting, disclosure, nonreporting or non-disclosure to federal, state or other regulators of orders or prescriptions; (g) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, or converting of any Product; or (h) controls against diversion, corresponding responsibility, and/or suspicious order monitoring.

d. "Effective Date" means the date that Masters receives executed Masters' Settlement Participation Agreements and/or dismissals with prejudice as to all actions identified on Exhibit A. In the event that fewer than all Plaintiffs identified on Exhibit A execute the Masters' Settlement Participation Agreement and/or provide dismissals with prejudice, this Agreement shall not become effective and none of the payments described herein shall be made.

e. "Product" means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, a muscle relaxer, carisoprodol, zolpidem, or gabapentin; or (3) a combination or "cocktail" of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, dihydrocodeine, fentanyl, hydrocodone, hydromorphone, levorphanol, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, alprazolam, chlordiazepoxide, clobazam, clorazepate, diazepam, estazolam, lorazepam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, cyclobenzaprine, orphenadrine, tizanidine, gabapentin, or any variant of these substances or any similar substance.

f. "Released Claims" means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Released Conduct and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by Releasors (whether judicial, arbitral, or administrative) based on, arising out of, or relating to, in whole or in part, the Released Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted, now or in the future, in those actions or in any comparable action or proceeding brought by Plaintiffs or Releasors. The Parties intend that "Released Claims" be interpreted broadly.

g. "Released Entities" means Masters Pharmaceutical, Inc., Masters Pharmaceutical, LLC, "River City Pharma," River City Pharma, LLC and: (1) all of their past and present direct or indirect parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns (2) the past and present direct or indirect subsidiaries, divisions, affiliates, predecessors, successors, and assigns of any of the foregoing; and (3) the foregoing entities' respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, representatives, insurers and attorneys (for actions that occurred during and related to their work for, or employment with, Masters).

h. "Releasors" means and includes each private or public Plaintiff and, as applicable, its employees, officers, parents, subsidiaries, shareholders, members, heirs and assigns, departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over which such Plaintiff exercises governing, fiscal or budgetary authority or control, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing. Each Plaintiff also shall sign and deliver to Masters the Masters Settlement Participation Agreement (Exhibit C, hereto) providing for a release to the fullest extent of such Plaintiff's authority or a file a dismissal with prejudice of any pending Action.

3. Settlement Amount. Within thirty (30) days after the Effective Date, Masters shall cause to be paid $3,339,547.49 to Peter H. Weinberger, Liaison Counsel to the Plaintiffs' Executive Committee ("Weinberger") in the form of a check payable to the Spangenberg, Shibley, and Liber LLP IOLTA Account ("Trust Account"). Weinberger shall then allocate those funds to the Plaintiffs in accordance with a formula agreed upon by the Plaintiffs, and said amount shall be net

of the Common Benefit Surcharge to the MDL Common Benefit fund pursuant to Doc #4428 in MDL 2804 in the amount of 7.5% of the amount, to wit $250,466.06, which shall be paid by Liaison Counsel for Plaintiffs. The Parties agree that, subject to all of the terms, conditions, recitals, and provisions of this Agreement, the Settlement Amount is a reasonable compromise of the matters in dispute. Plaintiffs shall provide a W-9 with respect to the above-mentioned payment at the time they provide a signed copy of this Agreement.

4. Settlement Amount Holdbacks and/or Additional Payments. The parties agree that in addition to the Settlement Amount described in paragraph 3, Masters shall cause its insurer, Federal Insurance Company ("Federal") to make the following payments:

a. Within 30 days of the Effective Date $100,000.00 will be paid to the trust account of Garvey Shearer Nordstrom to pay for Masters' attorneys' fees associated with work performed in furtherance of this settlement. After the payment of those attorneys' fees, any remaining balance, if any, will be payable to Weinberger. Weinberger shall distribute those funds to Plaintiffs using the same formula (including Common Benefit surcharge) as described in paragraph 3.

b. Within 30 days of the Effective Date, $200,000.00 will be paid to the trust account of Garvey Shearer Nordstrom to pay to defend and/or settle any Claim for Released Conduct asserted against Masters by any party not listed in Exhibit A prior to: (1) the date that is 60 days after all Plaintiffs on Exhibit A have submitted dismissals with prejudice and/or signed participation agreements; or (2) January 31, 2024, whichever is later (a "New Claim"). In the event any such New Claim is asserted, then Masters will use such funds to defend and/or settle all such New Claim(s). After the full and final resolution of any such New Claim, or if no New Claim is asserted, any remaining balance of such funds, if any, will be payable to Weinberger. Weinberger shall distribute those funds to Plaintiffs on Exhibit A using the same formula (including Common Benefit surcharge) as described in paragraph 3.

c. $400,000.00 will be paid to Acuity Insurance Company in settlement of claims by Acuity Insurance Company in the action entitled *Acuity, a Mutual Insurance Company v. Federal Insurance Company and Masters Pharmaceutical, Inc.*, Case No. A 2300745 in the Court of Common Pleas, Hamilton County, Ohio (the "Acuity Action")in accordance with the terms of a separate settlement agreement among the parties to the Acuity Action

d. Any funds distributed to Weinberger pursuant to this paragraph 4 shall be considered "Settlement Amounts."

5. Nature of Payment. The Parties acknowledge and agree that, notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

a. They have entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

b. For the avoidance of doubt: (1) no portion of the Settlement Amounts represents reimbursement to Plaintiffs or any Releasor for the fees or costs of any investigation or litigation, including without limitation attorneys' fees, (2) no portion of the Settlement Amounts represents the disgorgement of any allegedly ill-gotten gains, and (3) no portion of the Settlement Amounts is paid for or in place of any fine, penalty, punitive damages, or other punitive assessments.

6. Release.

a. *Scope*. As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasors' Released Claims. Plaintiffs (for themselves and the Releasors) hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim; or to cause, assist in bringing or permit to be brought, filed, or claimed; or to otherwise seek to establish liability for any Released Claim against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are broad, shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to any Released Claim and any Alleged Harms within Plaintiffs' territorial boundaries, and extend to the full extent of the power of Plaintiffs to release claims. This Agreement shall be a complete bar to any Released Claim.

b. *Sole Payment.* It is the intent of the Parties that:

(1) the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Alleged Harms and/or Released Conduct (or conduct that would be Released Conduct if engaged in by a Released Entity);

(2) Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

(3) the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

c. *General Release*. In connection with the releases provided for in this Agreement, each Plaintiff (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any State or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

d. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims and/or Alleged Harms, but each Plaintiff hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date even if Releasors do not know or suspect such claims to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and even if knowledge of the existence of such claims would materially affect each Plaintiff's decision to enter into this Agreement.

e. *Res Judicata*. Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement gives rise to under applicable law.

f. *Representation and Warranty*. Each Plaintiff expressly represents and warrants that it has authority to settle and release all Released Claims of Releasors.

g. *Effectiveness*. The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Amount or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Amount or any portion thereof.

h. Plaintiffs represent that, as of the Effective Date, and other than the Actions, they have not prepared or brought, and have no intention of preparing or bringing, any other case(s) or claim(s) against any Released Party.

i. *Cooperation*. Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity, and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

7. Dismissal with Prejudice. Within fourteen (14) days after the execution of a Masters' Settlement Participation Agreement, each Plaintiff will dismiss its respective Action as to Masters with prejudice. To the extent necessary or useful, Masters will join Plaintiffs' submissions to effectuate the dismissals with prejudice of the Actions.

8. Expenses. Except as otherwise set forth in this Agreement, each Party shall bear its own costs (including but not limited to legal fees and expenses) incurred in connection with this Agreement and in prosecuting or defending the Actions. The dismissal with prejudice referred to

in Paragraph 7 above shall state that each Party is to bear its own costs, fees and expenses, including attorney fees.

9. No Admission. The Parties intend the settlement as described herein to be a final and complete resolution of all disputes between Masters and all Releasors. Masters is entering into this Agreement solely for the purposes of settlement, to resolve each Action and all Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Masters denies the allegations in the Actions and denies any civil or other liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Masters of: (i) any violation of any law, regulation, or ordinance; (ii) any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or allegation made in any Action, or in any other past, present or future proceeding relating to any Released Conduct, Alleged Harms, or any Product; (iv) the legal viability of the claims and theories in any Action, including but not limited to the legal viability of the relief sought; or (v) any other matter of fact or law. Nothing in this Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product.

10. Public Disclosure. After the Execution Date, this Settlement Agreement will be subject to public disclosure pursuant to public records laws, open meetings laws, and/or other laws or regulations that require disclosure to the public of information about Plaintiffs ("Public Disclosure Laws"). Nothing herein shall prevent any Party from disclosing the terms of this Settlement Agreement prior to the Execution Date (a) as required by law, or (b) to its actual or prospective attorneys, accountants, auditors, insurers, lenders, acquirers, investors, shareholders, or financial advisors.

11. Statements to the Press; No Solicitation of Publicity. No Party or attorney, agent or representative acting and communicating on behalf of any Party may make public statements that contradict provisions in this Settlement Agreement, including without limitation Paragraph 17 (Non-Admissibility). It is agreed that the Parties' private counsel shall not make any comments or statements to the press, issue any press release, convene any press conference or otherwise initiate publicity with the media, including but not limited to newspapers, publications, or other mass media, nor post to internet websites or any social media information concerning the terms of the Agreement.

12. Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever, other than the right of each Released Entity to use and enforce this Agreement as if it were a party hereto.

13. No Waiver. This Agreement is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. No waiver of any breach, waiver of any failure of any condition, or waiver of any right or remedy contained in or granted by this Agreement shall be effective unless in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other prior,

subsequent, or contemporaneous breach, failure, right, or remedy, whether or not similar; nor shall any waiver constitute a continuing waiver unless the writing so specifies.

14. Entire Agreement; Integration. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the matters addressed herein. This Agreement supersedes any prior agreements or understandings, whether written or oral, between or among the Parties. No representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement other than those contained herein. Each Party to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion. No reliance was placed upon any representation other than those contained in this Agreement.

15. Construction. None of the Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not affect the meaning of this Agreement.

16. No Prevailing Party. The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement.

17. Non-Admissibility. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (1) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (2) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of this Agreement, and except that Released Entities may file or use this Agreement in any action (1) involving a determination regarding insurance coverage, provided that the characterizations in this Agreement of the alleged harms, claims, and conduct covered by the Agreement shall not be admissible against any insurer to show that the harms, claims, or conduct falls within the scope of the coverage grant or outside the scope of any exclusion in any insuring agreement; (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Settlement Amounts (including the Common Benefit Fund Holdbacks) provide a measure of compensation for Alleged Harms or otherwise satisfy the relief sought.

18. Amendment; Modification. This Agreement shall not be varied, modified or amended in any respect, except by a subsequent written agreement executed by all Parties through their authorized representatives.

19. Authority to Enter Agreement and Ownership of Released Claims. Each Party specifically represents and warrants that this Agreement constitutes a legal, valid, and binding obligation of such Party. Each signatory to this Agreement on behalf of a Party specifically represents and warrants that they have full authority to enter into this Agreement on behalf of such Party. Each Plaintiff for itself and its related Releasors specifically represent and warrant that they have concluded that the terms of this Agreement are fair, reasonable, adequate, and in the public interest, and that they have satisfied all conditions and taken all actions required by law in order to validly enter into this Agreement. Each Plaintiff for itself and its related Releasors further represent and warrant that (a) they are the owner and holder of the Released Claims; (b) they have not sold, assigned, conveyed, pledged, encumbered, or otherwise in any way transferred the Released Claims, or any portion thereof or rights related thereto, to any third party nor have they granted or shall they grant any license or other right that would conflict with the rights and obligations set forth herein; and (c) through this Agreement they have the power and authority to bind all persons and entities with an interest in the Released Claims.

20. Dispute Resolution. In the event of a dispute arising out of or relating to the Agreement, the Parties shall first seek settlement of that dispute by mediation before Jed Melnick (or another mediator if agreed by the Parties). If the dispute is not settled by mediation, the dispute shall be referred to and finally resolved by arbitration before Jed Melnick (or another single arbitrator if agreed by the Parties) under the AAA Commercial Rules and Mediation Procedures.

21. Notices. All notices under this Agreement shall be provided in writing to the following via email and overnight delivery through a recognized national courier:

As to Plaintiffs:

Peter H. Weinberger
Spangenberg, Shibley & Liber LLP
1001 Lakeside Avenue East, Suite 1700
Cleveland, OH 44114
pweinberger@spanglaw.com

As to Masters:
Richard T. Lauer, Esq.
Lauer Law, LLC
335 West Fourth St.
Cincinnati, OH 45202
rick@lauerlawllc.com

Any Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Paragraph.

24. Further Assurances. Each Party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.

25. Counterparts. This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

[signatures on page(s) to follow]

IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representatives of each of the Parties.

On Behalf of Plaintiffs' Executive Committee:

____

Peter H. Weinberger
Plaintiffs' Liaison Counsel

Dated: 8/3/23

On Behalf of All Masters Entities:

____

Richard T. Lauer, Esq.
Attorney for all Masters Entities

Dated: 8/3/23

EXHIBIT C to Masters Pharmaceutical Settlement Agreement

Masters Pharmaceutical Settlement Participation Agreement

Governmental Entity:

State:

Authorized Official:

Address 1:

Address 2:

City, State, Zip:

Phone:

Email:

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Masters Pharmaceutical Settlement Agreement (Exhibit A and the Allocation Schedule (Exhibit D), and acting through the undersigned authorized official, hereby elects to participate in the Masters Pharmaceutical Settlement Agreement and release all Released Claims against all Released Entities,[1] and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Masters Pharmaceutical Settlement Agreement, understands all terms in the Masters Pharmaceutical Settlement Agreement, and agrees that by the Masters Pharmaceutical Settlement Agreement, the Governmental Entity elects to become a Releasor as defined therein.

2. The Governmental Entity shall promptly, and in any event within 7 business days of the Effective Date and payment of the settlement funds dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Masters Pharmaceutical Settlement Agreement pertaining to Releasors as defined therein.

4. The Governmental Entity has the right to enforce the Masters Pharmaceutical Settlement Agreement as provided therein.

5. The Governmental Entity, as a Party to the Masters Pharmaceutical Settlement Agreement, hereby becomes a Releasor for all purposes in the Masters Pharmaceutical Settlement Agreement, including but not limited to all provisions of Section 5 of the Masters Pharmaceutical Settlement

1 Capitalized terms shall have the same meaning as in the Masters Settlement Agreement.

Agreement, and along with all departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over which such Governmental Entity exercises governing, fiscal, or budgetary authority or control, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Masters Pharmaceutical Settlement Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Masters Pharmaceutical Settlement Agreement shall be a complete bar to any Released Claim.

6. Nothing herein is intended to modify in any way the terms of the Masters Pharmaceutical Settlement Agreement, to which the Governmental Entity hereby agrees. To the extent this form is interpreted differently from the Masters Pharmaceutical Settlement Agreement in any respect, the Masters Pharmaceutical Settlement Agreement controls.

IN WITNESS WHEREOF, this Masters Pharmaceutical Settlement Participation Agreement has been read and signed by the duly authorized representative of the Governmental Entity signing below.

Signed: ______________________________

By: ______________________________

Its: ______________________________

Date: ______________________________

Bill No. 8018

Introduced in Council:	**Adopted by Council:**
October 16, 2023	
Introduced by:	**Referred to:**
Joe Solomon, Frank Annie, Chelsea Steelhammer, and Chuck Overstreet	**Finance**

Bill No. 8018 - A BILL to amend the Municipal Code of the City of Charleston, as amended, by adding thereto a new section, designated Sec. 54-107, relating to creating a Charleston Fire Department sick leave pool for uniformed employees; vesting the Human Resources Department with the authority to administer the sick leave pool; setting forth certain eligibility criteria and requirements for utilizing and administering the sick leave pool; creating the CFD Sick Pool Eligibility Committee; and vesting the CFD Sick Pool Eligibility Committee with authority to make final decisions with respect to applicant eligibility for sick pool benefits.

WHEREAS, the Charleston WV Professional Firefighters IAFF Local 317 has operated a sick coverage pool for an unknown period of time wherein members cover shifts for eligible employees, but where such practice has hindered the ability of employees to obtain short-term disability benefits; and

WHEREAS, the Charleston WV Professional Firefighters IAFF Local 317, the Charleston Fire Department leadership, and the City of Charleston Human Resources Department agree that ceasing operation of the sick coverage pool and formalizing within the City of Charleston a sick pool for professional fire fighters is in the best interest of the City and the employees of the Charleston Fire Department; and

WHEREAS, the City Council for the City of Charleston believes that the Uniformed Fire Sick Leave Pool policy should be codified and authority for management of the pool should be vested in the City's Human Resources Department.

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

That the Municipal Code of the City of Charleston, as amended, is hereby amended by adding thereto a new section, designated Sec. 54-107, to read as follows:

CHAPTER 54. – FIRE PREVENTION AND PROTECTION.
ARTICLE II. – FIRE DEPARTMENT.
DIVISION 3. – VACATION, OTHER LEAVE, DUTY HOURS, AND CALCULATION OF OVERTIME PAY.
Sec. 54-107. – Uniformed Fire Sick Leave Pool.

(a) The purpose of the Uniformed Fire Sick Leave Pool is to allow a system whereby qualified uniformed members of the Charleston Fire Department may collectively insure against the extended use of any one member's individually accumulated leave by creating a pool of leave that is for the mutual protection of qualified members who suffer from prolonged illness, sickness, or convalescence from injuries and are off duty for a prolonged period of time.

(b) There is hereby created the Uniformed Fire Sick Leave Pool for the purpose described herein. The administration of the Pool is vested with the City of Charleston Human Resources Department. The Human Resources Department shall supervise and administer the contribution of time to the Pool and the use of time from the Pool. The eligibility determinations are to be made by a committee of five people as set forth in this section and known as the CFD Sick Pool Eligibility Committee. Decisions of the CFD Sick Pool Eligibility Committee are final.

(c) To carry out the purposes of the Uniformed Fire Sick Leave Pool, an initial amount of sick leave hours shall be deposited into the Pool, which shall not be less than 336 total hours and which shall consist of a required contribution of either 12 hours of annual leave time or 12 hours of sick leave time per participating member, whichever is the choice of said member as indicated on a form filed with the Human Resources Department. Said form shall also indicate each member's decision to enter the Uniformed Fire Sick Leave Pool and acceptance of the terms and conditions of participation, including that a waiver of private health information must be given to the CFD Sick Pool Eligibility Committee for the purpose of evaluating applications for Sick Pool benefits. When the number of sick leave hours remaining in the Pool shall be less than 336, each participating member of the Uniformed Fire Sick Leave Pool shall be assessed a total of either 12 hours sick time or 12 hours annual leave time to replenish the pool of hours, whichever is the choice of said member as indicated on a form filed with the Human Resources Department.

(d) Qualifications. To participate in the Uniformed Fire Sick Leave Pool a member must be a member of the Charleston Fire Department who has passed the Civil Service examination, been selected by the Civil Service Commission and appointed by the Mayor of Charleston to the Charleston Fire Department, and served one full year as a member of the Charleston Fire Department. In addition, a member shall have accumulated 96 hours of sick leave in order to be eligible to join the Pool and shall be enrolled in the short-term disability benefits offered by the City. Each qualified member shall receive notice of such qualification from the Human Resources Department and the qualified member may choose whether to join the Uniformed Fire Sick Leave Pool. In order to join the Pool, the member shall make an initial contribution of a total of either 12 hours of annual leave time or 12 hours of sick leave time, whichever is the choice of said member, and any other contribution required by this Section.

(e) The operation and use of the Uniformed Fire Sick Leave Pool as herein provided shall be as follows:

(1) Formal application to benefit from the Uniformed Fire Sick Leave Pool by a qualified member of the Pool shall be made to the CFD Sick Pool Eligibility Committee. The application shall set forth in full the reason for their absence from duty with the Charleston Fire Department and their eligibility to draw from the pool of sick leave hours. The application shall include a waiver of private health information authorizing the CFD Sick Pool Eligibility Committee to obtain and review health care records for the purpose of evaluating applications for Sick Pool benefits. The final determination on eligibility, pursuant to this Section, shall be made by the CFD Sick Pool Eligibility Committee, which shall notify the Human Resources Director, prior to the member being allowed to draw from the Pool. A uniformed member who seeks to improperly receive the benefits of the Pool shall be subject to discipline consistent with all Civil Service laws of the State.

(2) No member shall be eligible to draw days from the Pool until such member shall have used a minimum of 96 hours of consecutive sick time from their individually accrued sick hours. In the event the member does not have 96 accrued sick leave hours, they may use their accrued sick leave hours and additional annual leave hours to total 96 hours, or all their accrued sick leave hours and all of their annual leave hours, and time unpaid, to total 96 duty hours.

(3) The member's absence from duty must be by reason of illness, sickness, or convalescence from injuries sustained, except such injuries as they may sustain while they are off-duty and a participant in some form of professional sport as is deemed hazardous by recognized uniform regulations of insurance companies. The Pool may not be used to care for a family member.

(4) In event the CFD Sick Pool Eligibility Committee approves the application and finds said applicant is eligible to receive sick hours from the Pool, they shall be limited to 30 days from the day such member began missing work, which would allow for the member to apply for short-term disability benefits. It is estimated that getting a member to this point would require up to 144 hours from the Pool. Once a member has reached this point, they are no longer eligible for use of the Pool and will instead rely on their short-term disability benefits.

(5) While drawing hours from the Pool, a member shall not accrue additional vacation and sick hours and any such earned hours will be deposited to the Pool, not kept by the member.

(f) Requirements and provisions pertaining to subsequent membership in the Pool and resignation and/or termination of membership in the Pool are as follows:

(1) Any uniformed member of the Charleston Fire Department who is eligible to be a member of the Uniformed Fire Sick Leave Pool but did not become a member at the time of their initial eligibility may join the Pool by submitting an application form to the Human Resources Department. Members who join the Pool shall be required to contribute a sufficient number of sick hours, annual leave hours, or both, equal to the number that would have made them a member of the Pool had they chosen to participate at the time of their initial eligibility and had remained eligible by contributing to the replenishing of the pool as thereafter required.

(2) A member of the Pool may discontinue their membership therein by giving proper written notice to the Human Resources Director and the CFD Sick Pool Eligibility

Committee. However, any hours they have theretofore contributed to the Pool shall not be refunded or transferred back to their individual accumulated hours.

(3) Any member of the Pool who discontinues their duty with the Charleston Fire Department by reason of retirement, resignation, or permanent dismissal shall—immediately upon such discontinuance of employment—be ineligible to draw hours from the Pool. Any hours they have theretofore contributed to the Pool shall not be refunded or transferred back to their individual accumulated hours.

(4) Any member of the Pool who discontinues their duty with the Charleston Fire Department by reason of granted leave of absence or temporary suspension from duty resulting in reinstatement shall from the date of such discontinuance of duties be ineligible to draw hours from the sick leave pool, and in the event such member resumes duty with the Charleston Fire Department, they shall be eligible as a member of said pool only upon contributing to the pool such number of hours as shall have been required to replenish the pool during the period of their absence from duty.

(5) Any member of the pool resigning or leaving the Charleston Fire Department by any reason which results in their reinstatement as provided by the Civil Service Laws of the State shall not be eligible to rejoin the pool until they have served one full year from date of their reappointment or resumption of duties.

(g) (1) The CFD Sick Pool Eligibility Committee consists of five individuals, as follows: the Mayor of the City of Charleston or the Mayor's designee, the Fire Chief of the City of Charleston or the Fire Chief's designee, and three members of the Charleston Fire Department elected by the members and certified to the City Clerk. Elected members of the Pool serve for staggered terms of three years where a member is elected to the Pool each year. The result of each election shall be certified to the City Clerk, which the Clerk shall provide to City Council as a report of officers.

(2) The CFD Sick Pool Eligibility Committee is authorized to review all applications for use of the Pool, investigate the facts of the situation as necessary, require examinations of applicants if necessary, and approve or deny applications on a case-by-case basis. The CFD Sick Pool Eligibility Committee shall promptly report all of its decisions to the Human Resources Director.

Bill No. 8019

Introduced in Council: | **Adopted by Council:**

October 16, 2023

Introduced by: | **Referred to:**

Becky Ceperley | **Finance**

Bill No. 8019 - A BILL enacting a special ordinance of the City of Charleston authorizing the City Manager or Mayor to enter into contracts with the West Virginia Department of Transportation, Division of Highways relating to Governor Jim Justice's and Secretary of Transportation/Commissioner of Highways Jimmy Wriston's use of Infrastructure and Investment Jobs Act funding on Non State-owned bridges.

WHEREAS, the State of West Virginia through the West Virginia Department of Transportation, Division of Highways ("WVDOH"), has proposed to spend Infrastructure and Investment Jobs Act ("IIJA") dollars to rehabilitate or replace bridges owned by municipalities and counties throughout the State; and

WHEREAS, the WVDOH has proposed contracts with the City of Charleston for the rehabilitation or replacement of ten bridges with IIJA dollars, namely: the South Side Bridge, the South Side Bridge/CSX Ramp, the Kanawha Boulevard Bridge, the Virginia Street Bridge, the Quarrier Street Bridge, the Spring Street Bridge, the Louden Heights Bridge at Olson Road, the Scraggs Drive Bridge, the School Street Bridge, and the Farnsworth Drive Bridge (collectively, the "City Bridges"); and

WHEREAS, the WVDOH proposes to cover all costs associated with the design, plans, any necessary property acquisition, any necessary utility relocation, bidding of project, management of the projects, construction costs associated with the projects, and all payments to consultants and contractors that are part of the projects; and

WHEREAS, the City Bridges will remain in the name of the City and the ongoing maintenance, repair, and upkeep of the bridges shall remain the responsibility of the City of Charleston upon completion of the projects; and

WHEREAS, while the contracts do not require any direct monetary match from the City of Charleston, each contract does require that the City of Charleston agree that the Business and Occupation tax will not be levied against WVDOH contractors regarding gross receipts from construction of each project; and

WHEREAS, the City Council for the City of Charleston hereby finds that entering into the contracts with WVDOH for the work on the City Bridges and thereby providing for a one-time waiver of the Business and Occupation tax upon the WVDOH contractors regarding the construction of each project in lieu of a matching funds requirement is in the best interest of the City of Charleston, its residents, businesses, and visitors.

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

Section 1. That the City Manager or Mayor is authorized to enter into contracts with the West Virginia Department of Transportation, Division of Highways relating to Governor Jim Justice's and Secretary of Transportation/Commissioner of Highways Jimmy Wriston's use of Infrastructure and Investment Jobs Act funding on the City Bridges, an example of which is attached hereto as Exhibit A.

Section 2. That the City Council acknowledges that a requirement of these contracts is that the City will not levy Business and Occupation tax against the WVDOH contractors regarding the construction of each project on the City Bridges and the City Council hereby specifically accepts that provision in each contract.

Section 3. That solely for the purpose of these contracts where the WVDOH is paying all costs associated with the design, plans, any necessary property acquisition, any necessary utility relocation, bidding of project, management of the projects, construction costs associated with the projects, and all payments to consultants and contractors that are part of the projects to rehabilitate or replace the City Bridges, in lieu of any matching funds requirement from the City of Charleston, the City Council hereby declares that the provisions of Section 110-56 of the Municipal Code of the City of Charleston shall not apply to the WVDOH contractors and subcontractors regarding gross receipts from the construction of each project on the City Bridges, thereby eliminating the requirement for those WVDOH contractors and subcontractors to pay the two percent Business and Occupation tax on such income from the construction of these projects on the City Bridges. These WVDOH contractors and subcontractors shall still report the gross income from the projects but the income from these specific projects will be taxed at a zero percent rate.

Section 4. This Ordinance is adopted at the specific request of the WVDOH in lieu of a matching contribution from the City of Charleston and it shall have no other impact on the application of the Business and Occupation tax. The provisions of Section 110-56 of the Municipal Code of the City of Charleston shall remain in full force and effect to be applied consistently to all contractors engaged in business within the City except as stated herein.