

CHARLESTON CITY COUNCIL

Regular Meeting

August 3, 2026

at 7:00 PM



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

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

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

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. **INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S HALLWAY TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).**
2. Claims 8-3-2026

PROCLAMATIONS

1. Proclamations 8-3-2026

COMMUNICATIONS

1. Communications 8-3-2026

REPORTS OF STANDING COMMITTEES

ENVIRONMENT AND RECYCLING

1. Bill No. 8084– A BILL to establish a Restricted Use Area in the West Side area of Charleston for the purpose of prohibiting the use or extraction of groundwater within the Restricted Use Area for any purpose, except for groundwater monitoring and/or remediation.

ORDINANCE AND RULES

1. Bill No. 8083– A BILL to amend the Municipal Code relating to the responsibility of animal owners to remove animal excrement left by their animal from public and other property, and the penalties and fines therefore.

PUBLIC SAFETY

1. Bill No. 8077– A BILL to amend the Municipal Code relating to procedures applicable to caring for and/or impounding animals subject to poisoning or animal cruelty, and the penalties and fines.
2. Bill No. 8078 Committee Substitute – A BILL to amend the Municipal Code relating to the prohibition against aggressive dogs at large, to add a charge for subsequent offenses, and the penalties and fines, and to set procedures to automatically trigger the Dangerous Dogs provisions.
3. Bill No. 8081– A BILL to amend the Municipal Code and enact a new section relating to creation of the Trespass Enforcement Authorization Program.

FINANCE

1. Resolution No. 26-092 - Authorizing the Mayor or City Manager to purchase 44 SCBA safety cylinder and valve assemblies from Atlantic Emergency Solutions to replace expired cylinders.
2. Resolution No. 26-093 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with West Virginia Division of Highways for paving Oakwood Road where the City and DOH will share equally in the total cost of the paving project.
3. Resolution No. 26-094 - Authorizing the Mayor or City Manager to purchase an annual renewal of the Charleston Police Department's record management software from TriTech Software Systems.
4. Resolution No. 26-095 - Authorizing the Mayor or City Manager to purchase a new Pierce Enforcer ladder truck for the Charleston Fire Department from Atlantic Emergency Solutions.
5. Resolution No. 26-096 - Authorizing approval of Amendment No. 1 of the FY 2026-2027 Coal Severance Budget.

REPORTS OF OFFICERS

1. Reports 8-3-2026

NEW BILLS

1. New Bills 8-3-2026

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE AUGUST 17, 2026 AT 7:00 PM.

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

Ordinance No. 8084

Introduced in Council:

July 6, 2026

Introduced by:

Brent Burton

Adopted by Council:

Referred to:

Environment and Recycling

Bill No. 8084 - A BILL to establish a Restricted Use Area in the West Side area of Charleston for the purpose of prohibiting the use or extraction of groundwater within the Restricted Use Area for any purpose, except for groundwater monitoring and/or remediation.

WHEREAS, a parcel of land located at 508 Roane Street (the "Site") has been the subject of environmental response project and risk-based remediation by United Dairy Inc, entitled with the State of West Virginia Department of Environmental Protection ("DEP") as Former Valley Bell Dairy, WV ID No. 2002595, LUST Leak No. 89-160, UECA No. 18014, and resulting from the operation of the manufacturing plant on the Site; and

WHEREAS, the environmental response project has indicated that contaminants of concern from underground storage tanks located on the Site are impacting ground water adjacent to the Site and within the public right of way; and

WHEREAS, United Dairy, in cooperation with the DEP, has notified the City of the groundwater impacts, and has requested that the City take protective action to restrict the exposure to the contaminants of concern in the groundwater; and

WHEREAS, the City of Charleston has the duty and authority under W. Va. State Code § 8-12-5(22) to provide for the elimination of hazards to public health and safety;

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

THAT there is hereby established within the City of Charleston a Restricted Use Area in which the use or extraction of groundwater for any purpose, except for groundwater monitoring and/or remediation, is prohibited. The Restricted Use Area is shown on the attached Exhibit A, is generally defined as a portion of the public right of way adjacent to Parcel 188 on Map Number 22, in Tax District 12 and on file in the Kanawha County Assessor's Office (the "Property"). The physical address for the United Dairy parcels is 508 Roane Street.

The groundwater restriction will be placed from monitoring wells MW-A1-4 and MW-A1-

36 3 spanning the width of Roane Street to include the eastern right of way adjacent to the
37 subject priority. This restriction is due to concentrations of benzene and naphthalene
38 above the WVDEP Groundwater De Minimis Standards in well MW-A1-1 located
39 between MW-A1-3 and MW-A1-4.

40
41 This prohibition applies to any use or extraction of groundwater for any purpose, except
42 for groundwater monitoring and/or remediation and any activity that may interfere with
43 the groundwater monitoring well network.

44
45 Nothing contained in this ordinance shall prohibit the extraction of ground water from
46 installation, modification, operation, repair or removal of monitoring and/or remediation
47 wells when operated with the authorization of or at the direction of state or federal
48 environmental officials or agencies.

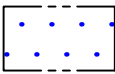
49
50 Nothing contained in this ordinance shall prevent any construction activity within the
51 Restricted Use Area which is not for the purpose of extracting ground water and does
52 not contemplate the disruption of ground water during construction. Additionally,
53 nothing in this ordinance shall prohibit any construction activity within the Restricted Use
54 Area which is not for the purpose of extracting ground water but that may result in
55 incidental disturbance of ground water, provided all state laws and regulations
56 applicable to construction under such conditions, including, but not limited to, all laws
57 and regulations enforced and promulgated by the DEP, are verifiably met. If incidental
58 disturbance of ground water occurs, the contractor shall provide notice of the
59 disturbance to the Department of Environmental Protection, and reference Former
60 Valley Bell Dairy, WV ID No. 2002595, LUST Leak No. 89-160, UECA No. 18014.

61
62 Upon passage, the Clerk shall submit a certified copy of this ordinance to the Kanawha
63 Charleston Health Department for their use when evaluating applications for ground
64 water drilling within the City of Charleston.

65
66 Upon passage, a copy of this Ordinance shall also be provided to the City of Charleston
67 Building Department, the City of Charleston Planning and Zoning Department, and the
68 City of Charleston Engineering Department, and shall be kept on file in the City Clerk's
69 Office.



LEGEND:

-  MONITORING WELL
-  APPROXIMATE
GROUNDWATER USE
RESTRICTION BOUNDARY
(PENDING METERS AND
BOUNDS SURVEY)

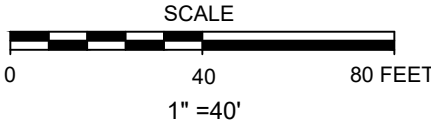


Image Source: Google Earth, 9/14/2015

CLIENT
FORMER VALLEY BELL DAIRY
CHARLESTON, WV
WV LUST SITE #89-160



CONSULTANT	YYYY-MM-DD	6/28/2023
	DESIGNED	E. RINEHART
	PREPARED	T. GLADSTONE
	REVIEWED	E. RINEHART
	APPROVED	

PROJECT
REMEDIAL ACTION WORKPLAN

TITLE
EXHIBIT A

PROJECT NO.	PHASE	REV.	FIGURE
7610220004	0001	0	1

Bill No. 8083

Introduced in Council:

June 15, 2026

Adopted by Council:

Introduced by:

Frank Annie Chad Robinson
Harper Gardner

Referred to:

Ordinance & Rules

Bill No. 8083 - A BILL to amend and reenact Section 10-7 of the Municipal Code of the City of Charleston, as amended, relating to the responsibility of animal owners to remove animal excrement left by their animal from public and other property, and the penalties and fines therefore.

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

That Article I of Chapter 10, specifically, Section 10-7 of the Municipal Code of the City of Charleston, as amended, is hereby amended and reenacted to read as follows:

Sec. 10-7. - Animal owner responsibility for removal of animal excrement; fines.

(a) Duty to remove excrement. It shall be unlawful for any person to appear with an animal upon the public right-of-way, within public places or upon the property of another, absent that person's consent, without some means for removal of excrement that may be deposited by the animal.

(b) Immediate removal required. It shall be unlawful for any person who is an owner, keeper, or possessor of an animal, or who has an animal in his or her care, to fail to promptly remove and properly dispose of any fecal excrement deposited by the animal upon any public or private property, other than the property of the owner of the animal's owner.

~~(c) The provisions of this section shall not apply to persons who have a physical disability or visual impairment, are using service dogs, and can provide upon demand by an humane officer or police officer adequate documentation that the service dog is an animal trained by an accredited institution which trains dogs for service work for the physically disabled or visually impaired.~~

~~(dc) Penalty. Violation of this section shall be punished as follows, and the municipal court judge shall have no authority to suspend the fine or any portion thereof:~~

~~(1) First offense: ~~by a for a first offense, a~~ fine of not less than \$~~10.00~~50.00, nor more than \$~~25.00~~100.00, plus applicable court costs. ~~The municipal court Judge shall have no authority to suspend the fine or any portion thereof.~~~~

36
37 (2) Second offense within 12 months: for a second offense within 12 months of a
38 conviction for a prior first offense, a fine of not less than \$100.00 nor more than
39 \$150.00, plus applicable court costs.

40
41 (3) Third and subsequent offenses within 12 months: for any third or subsequent
42 offenses within a 12-month period of a conviction for a prior second or subsequent
43 offense, a fine of not less than \$250.00, plus applicable court costs; in addition, the
44 municipal court judge may order not less than 4 hours of community service related to
45 neighborhood or park clean-up in the City of Charleston.
46

Bill No. 8077

Introduced in Council:

May 18, 2026

Introduced by:

**Chelsea Steelhammer, Shawn Taylor
and Bruce King**

Adopted by Council:

Referred to:

**Ordinance & Rules and
Public Safety**

Bill No. 8077 - A BILL to amend and reenact Section 10-5 of the Municipal Code of the City of Charleston, as amended, relating to procedures applicable to caring for and/or impounding animals subject to poisoning or animal cruelty, and the penalties and fines therefore.

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

That Article I of Chapter 10, specifically, Section 10-5 of the Municipal Code of the City of Charleston, as amended, is hereby amended and reenacted to read as follows:

Sec. 10-5. - Procedures, penalties, ~~and fines~~, and provisions for forfeiture for violations of sections 10-2, 10-3 and 10-4.

(a) Any police officer or humane officer may take into custody any animal, upon either private or public property, which clearly shows evidence of cruelty to animals as set forth in sections 10-2, 10-3 or 10-4. Such officer may:

(1) Inspect, care for, or treat such animal or place such animal in the care of the humane association or licensed veterinarian for treatment, boarding or other care; or

(2) Designate such animal for humane destruction if an officer of the humane association or licensed veterinarian determines that the animal appears to be diseased or disabled beyond recovery for any useful purpose.

(b) The owner or keeper of an animal that is destroyed pursuant to subsection (a) herein shall not be entitled to recover damages for the destruction of such animal unless the owner or keeper proves by clear and convincing evidence that such destruction was unreasonable and unwarranted.

(c) In addition to the fines and/or imprisonment imposed by this section, any defendant convicted of a violation of sections 10-2, 10-3 or 10-4 shall pay to the municipal court, consistent with section 10-163, a penalty of all reasonable expenses incurred for the care, provision, treatment, and boarding of any animal taken into custody pursuant to subsection (a) herein. Upon payment of such penalty, the municipal court shall remit

such payment to the humane association or other animal care provider.

(d) If a person is charged with a violation of section 10-2, 10-3, or 10-4, and that person (the defendant) is the owner or keeper of the animal at issue, then the following shall apply:

(1) If the animal at issue has been taken into custody pursuant to this section, the receipt of a citation or complaint and summons specifying the charges shall be deemed to be notice of the seizure of the animal, and if the defendant shall willfully and without just cause fail to appear or otherwise respond in the municipal court as and when it may be required of him or her by proper notice to do so, Defendant shall have seven days from the date of the failure to appear to turn himself or herself in to the court for further proceedings; however, if defendant fails to do so within that period, the defendant shall be deemed to have forfeited all interest in the animal and it shall be deemed abandoned, and all interest in such animal shall immediately, by operation of law, vest to the humane association or other appropriate animal care provider for adoption or other disposition, Provided That, nothing herein shall prohibit or otherwise interfere with any other laws, rules, or procedures available to the municipal court to address the defendant's failure to appear; or

(2) If a personthe defendant has not otherwise already forfeited all interest in the animal at issue by operation of law as set forth in subsection (1) herein for failure to appear, and the defendant is adjudicated guilty of a violation of sections 10-2, 10-3, or 10-4, the municipal court judge may in his or her discretion order that such personthe defendant shall be deemed to have forfeited all interest in the animal at issue in the violation and may vest all interest to the humane association or other appropriate animal care provider for adoption or other disposition, and, if the animal at issue has not already been taken into custody pursuant to this section, the municipal court judge shall order the defendant to immediately turn over such animal to any police officer or humane officer of the City who shall place the animal with the humane association or other animal care provider as directed by the judge in his or her order.; or

(3) If the person-defendant has not otherwise already forfeited all interest in the animal at issue by operation of law as set forth in subsection (1) herein for failure to appear, and the defendant is adjudicated not guilty of a violation of sections 10-2, 10-3, or 10-4, or the charge(s) are otherwise be-dismissed, and the animal at issue has been taken into custody pursuant to this section, then the defendant shall have ten-five days from the date of the entry of the finding of not guilty or of dismissal to appear and claim said animal. The defendant shall be responsible for all reasonable expenses incurred for the care, provision, treatment, and boarding from the date of the entry of the disposition of the case until redemption of the animal; provided that if the animal is not claimed within ten-five days from the date of entry of the finding of not guilty or of dismissal, then the owner shall be deemed to have forfeited all interest in the-dog animal, the doganimal shall be deemed abandoned, and all interest in the animal shall vest to the humane association or other animal care provider for adoption or other disposition.

(4) If the charges were pending in the municipal court prior to the date of the enactment

81 of this amended section, defendant has failed to appear for any required proceeding,
82 and the animal at issue has been taken into custody pursuant to this section, then the
83 court is hereby directed to send the defendant a new notice of hearing by regular mail to
84 the defendant's address on file with the court setting the case for a hearing before the
85 Court, and, if the defendant shall willfully and without just cause fail to appear or
86 otherwise respond in the municipal court as and when it is required of him or her by the
87 notice hearing to do so, Defendant shall have seven days from the date of the failure to
88 appear to turn himself or herself in to the court for further proceedings; however, if
89 defendant fails to do so within that period, the defendant shall be deemed to have
90 forfeited all interest in the animal and it shall be deemed abandoned, and all interest in
91 such animal shall immediately, by operation of law, vest to the humane association or
92 other appropriate animal care provider for adoption or other disposition

93
94 (e) If a person other than the owner or keeper of an animal is charged with a violation of
95 section 10-2, 10-3, or 10-4, or if, due to inability to immediately identify the culpable
96 party responsible for the cruelty, no charges are brought, and the animal at issue is
97 taken into custody by a police officer or humane officer pursuant to subsection (a) of this
98 section, then:

99
100 (1) if the identity of the owner or keeper of the animal is known, it shall be the duty of the
101 police officer or humane office to provide written notice of the seizure to the owner or
102 keeper of the animal, that the animal has been seized, and of the following
103 requirements which are a condition for the owner or keeper to retrieve the animal:

104
105 (A) He or she is liable for and must pay all reasonable expenses incurred for the care,
106 provision, treatment, and boarding of the animal during any period it remains in the
107 possession of the humane officer consistent with section 163 of this Chapter;

108
109 (B) He or she must appear and claim the animal and pay the reasonable expenses
110 incurred within five days from the date the notice is received, or, upon expiration of the
111 five-day time period, the owner or keeper shall be deemed to have forfeited all interest
112 in the animal and it shall be deemed abandoned and all interest in such animal shall
113 immediately, by operation of law, vest to the humane association or other animal care
114 provider for adoption or other disposition; or

115
116 (2) if the identity of the owner or keeper of the animal is not known, the owner of the
117 animal so impounded pursuant to the provisions of this article must appear and claim
118 the said animal within five days from the date the animal is impounded. The owner shall
119 be responsible for all reasonable expenses incurred for the care, provision, treatment,
120 and boarding from the date of the impoundment until redemption of the animal; provided
121 that if the animal is not claimed within five days from the date of impoundment, then the
122 owner, if any, shall be deemed to have forfeited all interest in the animal, the animal
123 shall be deemed abandoned, and all interest in the animal shall immediately, by
124 operation of law, vest to the humane association or other animal care provider for
125 adoption or other disposition.

(ef) Subject to the exceptions contained in subsections (1) and (2) herein, a person convicted of a violation of sections 10-2, 10-3 or 10-4 shall be punished by a fine of not ~~less-more~~ than ~~\$500.00~~\$1,000.00 for each separate violation arising under sections 10-2, 10-3 or 10-4. For violations of subsection 10-3(a)(1), and in addition to the fines set forth herein, the municipal court judge may, in his discretion, order that the defendant be sentenced to a jail term of not more than 30 days for each separate violation arising under subsection 10-3(a)(1).

(1) Except for violation of subsections 10-3(a)(1)a.—c., in the case of a first offense of sections 10-3 or 10-4, if the defendant enters a plea of guilty or no contest and voluntarily forfeits his right to own any animal within the city limits for one year, the municipal court judge may, in his discretion, reduce or suspend the fine: provided that if the defendant violates the terms of the plea regarding forfeiture, then the full amount of the fine shall be reinstated upon proper findings and conclusions of the court.

(2) Except for violation of subsections 10-3(a)(1)a.—c., the municipal court judge shall have the authority, on one occasion only per defendant, to withhold for a reasonable time not to exceed 180 days the entry of a judgment of conviction for violations under sections 10-3 or 10-4 so that the defendant may attend an animal training program established or certified by the humane association. If the defendant attends said course, the municipal court judge, if satisfied with the defendant's participation in and proof of payment for the course, shall, without entering a judgment of conviction, dismiss the proceeding against the defendant. It shall be a condition of this alternative disposition that the defendant pay the regular court costs required for misdemeanor offenses by this code where a person is convicted of such a misdemeanor offense. Any such court costs collected by the municipal court shall be allocated and transmitted by the municipal court as required by law.

Bill No. 8078

Introduced in Council:

May 18, 2026

Adopted by Council:

Introduced by:

Chelsea Steelhammer, Shawn Taylor
Bruce King Jr.

Referred to:

Ordinance & Rules and
Public Safety

Bill No. 8078 - A BILL to amend and reenact Section 10-162 of the Municipal Code of the City of Charleston, as amended, relating to the prohibition against aggressive dogs at large, to add a charge for subsequent offenses, and the penalties and fines therefore, and to set procedures to automatically trigger the Dangerous Dogs provisions set forth in Sections 10-114, 115, 116, 117, and 118.

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

That Article I of Chapter 10, specifically, Section 10-162 of the Municipal Code of the City of Charleston, as amended, is hereby amended and reenacted to read as follows:

Sec. 10-162. - Aggressive dogs prohibited to run at large; fines.

(a) It shall be unlawful for any person to own or keep an aggressive dog which is at any time running at large in the city. Knowledge or acquiescence by the owner or keeper is not an element of the offense. An aggressive dog at large means any dog running at large as defined in section 10-161 that, without provocation, exhibits aggressive or combative behavior toward a person or another domestic animal or feral cat, and said person or domestic animal or feral cat is either physically attacked or bitten, or the person or domestic animal's owner or keeper reasonably believes an attack or bite is imminent.

(b) Any person found guilty of an aggressive dog at large shall be punished by a fine as follows: not more than ~~\$50.00~~150.00 for the first offense within a 24-month period; and not less than \$50.00 nor more than \$1,000.00 for any second or subsequent offense within a 24-month period of a conviction for a prior offense. The municipal court judge shall have authority to suspend or reduce the fine if the defendant agrees to forfeit ownership of the dog. In such cases all interest ~~of in~~ the animal shall vest to the human association for appropriate disposition. All fines arising from convictions for violations of this section shall be in addition to any applicable court costs or impoundment fees.

(c) If a person is adjudicated guilty of a second or subsequent offense pursuant to this section, and the second or subsequent offense involves the same dog involved in any prior offense pursuant to this section, then the Municipal Court Judge shall, sua sponte,

35 make a determination pursuant to the standards set forth in sections 10-114 and 10-115
36 of this Article whether the dog in question in the instant case should be declared a
37 dangerous dog. In making the determination, the judge may rely upon all credible
38 information available to the court from its record of any prior offenses and the evidence
39 before the court in the instant case. In addition, the judge may, in his or her discretion,
40 receive additional evidence relevant to the determination, and, if the judge deems it
41 necessary, schedule a future hearing or other proceedings as may be required to make
42 the determination.

43
44 (d) If at any time while charges are pending adjudication under this section against the
45 owner or keeper of a dog there is probable cause that the dog is guilty of an additional
46 charge of running at large as defined in section 10-161, then the dog shall be seized
47 and impounded at the humane association by a humane officer or police officer and
48 held until the underlying charge and any additional charges for the dog being at large
49 under section 10-161 or this section are fully adjudicated or otherwise dismissed. Upon
50 the full adjudication of any such charges, or if the charges are otherwise dismissed,
51 then, except as provided in this Article for a dog being held pending a determination of
52 Dangerous Dog pursuant to sections 10-115, the owner shall have five days from the
53 date of adjudication or dismissal to appear and claim said dog in accordance with the
54 conditions set forth in section 10-163. The owner shall be responsible for all reasonable
55 expenses incurred for the care, provision, treatment, and boarding from the date of
56 impoundment until redemption of the dog; provided that if the animal is not claimed
57 within five days from the date of full adjudication or of dismissal, then the owner shall be
58 deemed to have forfeited all interest in the dog, the dog shall be deemed abandoned,
59 and all interest in the animal shall vest to the humane association or other animal care
60 provider for adoption or other disposition.

Bill No. 8078 Committee Substitute

Introduced in Council:

May 18, 2026

Adopted by Council:

Introduced by:

**Chelsea Steelhammer, Shawn Taylor,
Bruce King, Jr.**

Referred to:

**Ordinance & Rules and
Public Safety**

Bill No. 8078 Committee Substitute - A BILL to amend and reenact Section 10-162 of the Municipal Code of the City of Charleston, as amended, relating to the prohibition against aggressive dogs at large, to add a charge for subsequent offenses, and the penalties and fines therefore, and to set procedures to automatically trigger the Dangerous Dogs provisions set forth in Sections 10-114, 115, 116, 117, and 118.

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

That Article I of Chapter 10, specifically, Section 10-162 of the Municipal Code of the City of Charleston, as amended, is hereby amended and reenacted to read as follows:

Sec. 10-162. - Aggressive dogs prohibited to run at large; fines.

(a) It shall be unlawful for any person to own or keep an aggressive dog which is at any time running at large in the city. Knowledge or acquiescence by the owner or keeper is not an element of the offense. An aggressive dog at large means any dog running at large as defined in section 10-161 that, without provocation, exhibits aggressive or combative behavior toward a person or another domestic animal or feral cat, and said person or domestic animal or feral cat is either physically attacked or bitten, or the person or domestic animal's owner or keeper reasonably believes an attack or bite is imminent.

(b) Any person found guilty of an aggressive dog at large shall be punished by a fine as follows: not more than ~~\$50.00~~150.00 for the first offense within a 24-month period; and not less than \$50.00 nor more than \$1,000.00 for any second or subsequent offense within a 24-month period of a conviction for a prior offense. The municipal court judge shall have authority to suspend or reduce the fine if the defendant agrees to forfeit ownership of the dog. In such cases all interest ~~of in~~ the animal shall vest to the human association for appropriate disposition. All fines arising from convictions for violations of this section shall be in addition to any applicable court costs or impoundment fees.

(c) If a person is adjudicated guilty of a second or subsequent offense pursuant to this section, and the second or subsequent offense involves the same dog involved in any prior offense pursuant to this section, then the Municipal Court Judge shall, sua sponte, make a determination pursuant to the standards set forth in sections 10-114 and 10-115

of this Article whether the dog in question in the instant case should be declared a dangerous dog. In making the determination, the judge may rely upon all credible information available to the court from its record of any prior offenses and the evidence before the court in the instant case. In addition, the judge may, in his or her discretion, receive additional evidence relevant to the determination, and, if the judge deems it necessary, schedule a future hearing or other proceedings as may be required to make the determination.

(d) If at any time while charges are pending adjudication under this section against the owner or keeper of a dog there is probable cause that the dog is guilty of an additional charge of running at large as defined in section 10-161, then the following shall apply:

(1) the dog shall be seized and impounded at the humane association by a humane officer or police officer and held until the underlying charge and any additional charges for the dog being at large under section 10-161 or this section are fully adjudicated or otherwise dismissed, Provided That upon proper notice of the seizure of the animal, if the defendant shall willfully and without just cause fail to appear or otherwise respond in the municipal court as and when it may be required of him or her by proper notice to do so, Defendant shall have seven days from the date of the failure to appear to turn himself or herself in to the court for further proceedings; however, if defendant fails to do so within that period, the defendant shall be deemed to have forfeited all interest in the animal and it shall be deemed abandoned, and all interest in such animal shall immediately, by operation of law, vest to the humane association or other appropriate animal care provider for adoption or other disposition, and further Provided That, nothing herein shall prohibit or otherwise interfere with any other laws, rules, or procedures available to the municipal court to address the defendant's failure to appear; and

(2) if the defendant has not otherwise already forfeited all interest in the dog at issue by operation of law as set forth in subsection (1) herein for failure to appear, upon the full adjudication of any such charges, or if the charges are otherwise dismissed, then, except as provided in this Article for a dog being held pending a determination of Dangerous Dog pursuant to sections 10-115, the owner shall have five days from the date of adjudication or dismissal to appear and claim said dog in accordance with the conditions set forth in section 10-163. The owner shall be responsible for all reasonable expenses incurred for the care, provision, treatment, and boarding from the date of impoundment until redemption of the dog; provided that if the animal is not claimed within five days from the date of full adjudication or of dismissal, then the owner shall be deemed to have forfeited all interest in the dog, the dog shall be deemed abandoned, and all interest in the animal shall vest to the humane association or other animal care provider for adoption or other disposition.

Bill No. 8081

Introduced in Council:

June 1, 2026

Introduced by:

Chad Robinson

Adopted by Council:

Referred to:

**Public Safety and
Ordinance and Rules**

Bill No. 8081 - A BILL to amend the Municipal Code of the City of Charleston and enact a new section, Section 78-63, relating to creation of the Trespass Enforcement Authorization Program.

Now, therefore, be it ordained by the Council of the City of Charleston: That Division 2 of Article II of Chapter 78 of the Municipal Code of the City of Charleston, as amended, is hereby amended and reenacted by adding thereto Section 78-63 to read as follows:

Sec. 78-63. - Trespass Enforcement Authorization Program.

(a) A property owner, building owner, property manager or person having legal control of real property (the "participant") or their legal representative can authorize the Charleston Police Department to enforce, in absolute police discretion, the trespass ordinance set forth in Section 78-62 of this Code on their property. To have the possibility of enforcement pursuant to this division, the person must:

(1) Provide notice to the Charleston Police Department, on the form to be provided by the City and which shall include a sworn and notarized affidavit from the participant attesting thereto, of the participant's desire to participate in the Trespass Enforcement Authorization Program by filing such notice and affidavit with the Records Division of the Charleston Police Department;

(2) Declare the notice and affidavit to be a business record kept in the normal course of business, and agree to appear in court to testify; and

(3) Post the property with conspicuous signage of sufficient notice declaring the property to be under the Trespass Enforcement Authorization Program. The term "conspicuous signage" means a sign that is at least one square foot in size with lettering that is at least two inches in height and contains the following language or words of similar notice:

NO TRESPASS AT ANY TIME [or at specific designated times as stated]

35 PRIVATE PROPERTY

36
37 THE CHARLESTON POLICE DEPARTMENT IS AUTHORIZED TO ENTER THE
38 PREMISES AND ARREST ANY VIOLATORS

39
40 TRESPASS ENFORCEMENT AUTHORIZATION PROGRAM

41
42 The term "sufficient notice" means the conspicuous sign or signs are posted on the
43 subject property where they reasonably may be seen.

44
45 (b) When property has been posted by the participant with conspicuous signage of
46 sufficient notice declaring the property to be under the trespass enforcement
47 authorization program, it shall be prima facie evidence that consent to enter or remain
48 upon the premises of another is absent, denied, or withdrawn.

49
50 (c) It shall be unlawful to deface, damage or remove any sign placed in accordance
51 with this section.

52
53 (d) Any authorization granted by the participant pursuant to the Trespass Enforcement
54 Authorization Program may be withdrawn at any time by the participant by providing
55 actual notice to the Charleston Police Department in writing. In addition, the
56 authorization granted by the participant shall become immediately null and void upon
57 written notice of any transfer of ownership or control of the subject real property, and the
58 participant has a duty to notify the Department of any such transfer.

Resolution No. 26-092

Introduced in Council:

August 3, 2026

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 26-092 – Authorizing the Mayor or City Manager to purchase forty-four (44) SCBA safety cylinder and valve assemblies from Atlantic Emergency Solutions at \$1,298.00 per unit, with a total amount of \$57,112.00, to replace expired SCBA cylinders, where the price was determined pursuant to a competitively sourced HGAC contract.

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

That the Mayor or City Manager is authorized to purchase forty-four (44) SCBA safety cylinder and valve assemblies from Atlantic Emergency Solutions at \$1,298.00 per unit, with a total amount of \$57,112.00, to replace expired SCBA cylinders, where the price was determined pursuant to a competitively sourced HGAC contract.



CITY OF CHARLESTON
Purchase Request

INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **\$5,000 or more**. A minimum of **3** quotes is required for this form.

Date: July 16, 2026

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: _____

44 Scott SCBA cylinder & valve assemblies (30 min)

Purchase justification: _____

To replace expired cylinders.

(purchasing through HGAC contract)

If approved, the total purchase price will be: \$57,112.00

(Check One)

☐ The price is less than the \$25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the \$25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).

☐ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

- | | | |
|----|---|---|
| 1. | <u>Atlantic Emergency Solutions</u> | Price Quote: \$ <u>57,112.00</u> |
| 2. | <u> </u> | Price Quote: \$ <u> </u> |
| 3. | <u> </u> | Price Quote: \$ <u> </u> |
| 4. | <u> </u> | Price Quote: \$ <u> </u> |
| 5. | <u> </u> | Price Quote: \$ <u> </u> |

The apparent low-bid vendor *meeting specifications* is: Atlantic Emergency Solutions

AND

- ☒ The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

- ☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with _____ because:

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

ITEM A (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

(Name & Phone Number) _____

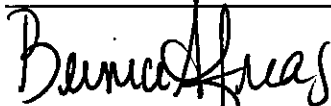
REQUESTOR'S DECLARATION

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) _____

Request Submitted By: Bernice A. Freas for CFD Department: City Manager's Office



Is this purchase being paid with grant funds? ☐ Yes ☒ No

Funds Approval: _____ Date: _____
Authorized Financial Officer

Account Number: 976C11 645900 Budgeted FY2027

City Manager Approval: _____ Date: _____

Date: 7/9/2026 **Purchase Order #:** _____

Vendor: Atlantic Emergency Solutions V11376 **Phone #:** 800-442-9700

Contact: Jay Parsons **Fax:** _____

Address: 13051 Redwater Dr. Chester VA 23836

(Street, City, State, Zip)

Requested By: Matt Nicholson **Date:** 7/9/2026

Purpose of Request: Replacement of expired SCBA cylinders.

Freight is free

Date: 7/9/2026

Date: 7/9/2026

Date: 7/9/2026

BY: _____



13051 Redwater Drive
 Chester, VA 23836
 (800) 442-9700
equipmentorders@atlanticemergency.com

Quote NO. 93079
 Employee NO. 1141
 CUSTOMER ID 70422
 DATE 07/08/2026
 EXPIRATION DATE 08/07/2026

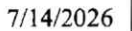
Bill To Charleston Fire & EMS Department W.V.
 808 Virginia Street West
 Charleston West Virginia 25302
 United States

Ship To Charleston Fire & EMS Department W.V.
 Attn: DEPT TRAINING
 808 VIRGINIA STREET WEST
 Charleston West Virginia 25302
 US

SALESPERSON	SALESPERSON CONTACT#	DELIVERY CONTACT	DELIVERY CONTACT#	PO#	PAYMENT TERMS	FREIGHT OPTIONS
Jay Parsons						Freight Not Included
QTY	ITEM #	NAME / VENDOR / DESCRIPTION			UNIT PRICE	LINE TOTAL
44	804721-01	804721-01 / SCOTT SAFETY / 3M Scott Cyl&Valve Assy 804721-01, CGA, 4.5, 30 Min, 1 ea/Case SCOTT 4.5 30 MIN CYL			\$1,298.00	\$57,112.00
					SUBTOTAL	\$57,112.00
					TAX	0.00%
					FREIGHT ESTIMATE	\$0.00
					TOTAL	\$57,112.00

Quote Comments:

THANK YOU FOR YOUR BUSINESS!



H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Atlantic Emergency Solutions, Inc. - Public Services - ID: 13422 - EE11-24

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Atlantic Emergency Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 12351 Randolph Ridge Lane, Manassas, VA 20109.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or

employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed

subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Nov 01 2024 and ends Oct 31 2028. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for

any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the

Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d)

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master

Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the

performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must

comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Atlantic Emergency Solutions, Inc.

Signed by:

Signature



AAA0EAC3E560410...

Name

Jack Jackson

Title

CFO

Date

10/24/2024

H-GAC

DocuSigned by:

Signature



82EC270D5D61423...

Name

Chuck Wemple

Title

Executive Director

Date

10/24/2024

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Atlantic Emergency Solutions, Inc. - Public Services - ID: 13422

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

3. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

3.1. Categories

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, and distributors of emergency medical, safety, and rescue equipment and supplies, to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program. In order to eliminate crossover and provide the most comprehensive selection of products to our members, HGACBuy is combining the previous EE08-19 Emergency Medical and Rescue Equipment contract and the EP11-20 Emergency Preparedness and Safety Equipment contract. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for equipment, supplies, or materials.

This Solicitation is divided into separate but related product categories. Respondent is advised to offer a wide array, or catalog, of services within each service category listed below. When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

Product categories are as follows:

A. Emergency Medical Equipment: comprehensive range of emergency medical response equipment and supplies including all types of defibrillators, work/public access automatic external defibrillators (AEDs), chest compression systems, patient monitoring equipment and supplies, patient transport equipment and supplies, patient treatment equipment and supplies, medical kits and bags, and other miscellaneous emergency medical equipment and supplies.

B. Emergency Safety Equipment: comprehensive range of emergency safety equipment including electronic personnel accountability systems and equipment, EMS/Fire/Law Enforcement personal protective equipment (PPE), turnout gear including coats, gloves, helmets, pants, etc., decontamination products and equipment, miscellaneous personal safety equipment and supplies, and other miscellaneous emergency safety equipment and supplies.

C. Emergency Rescue Equipment: comprehensive range of emergency rescue equipment and tools including all types of spreaders, cutters, and combination units, all types of rescue saws, thermal imaging equipment, drone and unmanned aerial vehicle (UAV) equipment, rams, shoring/stabilizing equipment, hoses and related equipment, breathing air systems and equipment, self-contained breathing apparatus (SCBA), portable lights, portable blowers and fans, air lift rescue equipment, all types of water rescue equipment including ice rescue, swift water rescue and flood rescue equipment,

Request For Proposal #EE11-24

Title: Emergency Medical, Safety, and Rescue Equipment

flood response equipment and supplies, and other miscellaneous emergency rescue and response equipment and supplies.

(Category descriptions are not intended to be exhaustive or all-inclusive, but rather representative of the types of items in this category.)

3.2. [Final Contract Deliverables](#)

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Limited Assignment - Atlantic Emergency Solutions, Inc. - Public Services
- ID: 14424

LIMITED CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Limited Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC, 3M Company (Contractor) at 3M Center, Bldg. 223-2N-30, St. Paul, MN 55144 and Atlantic Emergency Solutions, Inc., (Assignee) at 12351 Randolph Ridge Lane, Manassas, VA 20109.

WHEREAS, Contractor entered into a cooperative purchasing Contract, identified as EE11-24, with H-GAC for the sale of Emergency Medical & Rescue Equipment to various End User governmental agencies participating in H-GAC's Cooperative Purchasing Program; and

WHEREAS, Contractor wishes to assign certain of its rights and obligations under the Parent Contract ID 13415 to Assignee and retain the remainder; and

WHEREAS, Assignee wishes to accept the limited assignment of the Contract; and

WHEREAS, H-GAC is willing to consent to the limited assignment provided that the Assignee agrees to comply with all terms of the Contract;

WHEREAS, This Agreement goes into effect on the date signed by all parties to this agreement (the "Effective Date") and ends Oct 31 2028. All products or services under this Agreement must be rendered within this performance period.

NOW THEREFORE, the parties agree as follows:

Section 1 Contractor hereby assigns to Assignee all its rights and obligations under the Contract with respect to the following:

Right to sell products/services: Emergency Rescue Equipment

Right to sell products/services in the following geographical area: Maryland, Ohio, Virginia, Washington DC and West Virginia

Right to administer Purchase Orders:

Section 2 Assignee accepts the assignment from the Contractor and assumes the obligation to provide the products and services specified in Section 1 and to otherwise perform all applicable obligations of the Contractor under the Contract on and after the Effective Date. Contractor will continue to be responsible for all actions taken by Contractor and Purchase Orders processed under the Contract prior to the Effective Date.

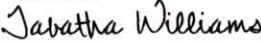
Section 3 Contractor reserves to itself the exclusive right to provide all the products and services described in the Contract, except those specifically assigned to Assignee pursuant to Section 1 hereof.

Section 4 H-GAC hereby consents to such limited assignment and assumption.

Unless otherwise noted, this Agreement goes into effect on the date signed by all parties to this Agreement (the "Effective Date"). All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Limited Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

H-GAC
Signature  DocuSigned by:
82EC270D5D61423...
Name Chuck Wemple
Title Executive Director
Date 6/17/2025

3M Company (Contractor)
Signature  Signed by:
371723A8527140E...
Name Tabatha Williams
Title Contract Coordinator
Date 6/4/2025

Atlantic Emergency Solutions, Inc. (Assignee)
Signature  Signed by:
AAA0EAC3E560410...
Name Jack Jackson
Title CFO
Date 6/5/2025

Attachment A
Atlantic Emergency Solutions, Inc.
Emergency Medical, Safety, and Rescue Equipment
Contract No.: EE11-24

Manufacturer	Item Description	HGACBuy Discount
Bullard Helmets	Bullard Price List 01012024	17%
Bullard Thermal Imagers	Bullard Pricing 05012024	11%
Fold Da Tank	FOL-DA-TANK Pricing	17%
Fotokite	2024 Fotokite Price Sheet and Guide	8%
Genesis Rescue Systems	Genesis Master Price List Rev. 24.1	8%
INNOTEX TECH RESCUE	Innotex Picing 011024	12%
Bridgehill Fire Blankets	Bridgehill Fire Blankets Pricing 2024	15%

Response Price List

Respondent:

[illegible]

Effective Date: April 1, 2025

All prices are subject to change.

Revision Date: June 19, 2025

HGAC Contract # EE11-24

3M Stock #	3M Catalog #	Product Form Name	Product Category Level 2	Product Category Level 3	Currency	List Price	H-GAC Price	Effective Date	Price is Per	UOM Description	Min Order Qty
7012474065	804646-01	3M™ Scott™ Reducer Subassembly 804646-01, 1/2" 2216/1500 Psi	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 182.88	\$ 155.45	04/01/2025	1	Each	1
7012474066	804651-01	3M™ Scott™ Alarm Subassembly 804651-01, 1/2" 2.2/4.5 RDL Spare	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 364.61	\$ 309.92	04/01/2025	1	Each	1
7012635150	804678-01	3M™ Scott™ Hose and Socket Assembly 804678-01	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 249.71	\$ 212.25	04/01/2025	1	Each	1
7012635151	804679-01	3M™ Scott™ Hose Plug 804679-01, Non-View (EZAL)	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 174.68	\$ 148.48	04/01/2025	1	Each	1
7012635152	804694-01	3M™ Scott™ Ska-Pak Hose Main 804694-01, EZAL IND C/JN	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 318.29	\$ 270.55	04/01/2025	1	Each	1
7012635153	804694-03	3M™ Scott™ Hose Assembly 804694-03, Quick Connect	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 341.55	\$ 290.32	04/01/2025	1	Each	1
7012635154	804694-04	3M™ Scott™ Hose 804694-04, Quick Connect (EZAL)	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 250.87	\$ 213.24	04/01/2025	1	Each	1
7012635155	804694-05	3M™ Scott™ Quick Disconnect Hose 804694-05, Perfect Coupling	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 295.42	\$ 251.11	04/01/2025	1	Each	1
7012756728	804694-07	3M™ Scott™ Quick Disconnect Hose Assembly 804694-07, Perf Coupling	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 308.69	\$ 262.39	04/01/2025	1	Each	1
7012635086	804707-01	3M™ Scott™ Regulator Cover Assembly 804707-01, Manual Shut Off	Respiratory Protection	Powered & Supplied Air Respirators	USD	\$ 130.14	\$ 110.62	04/01/2025	1	Each	1
7100291957	804721-01	3M™ Scott™ Cy&Valve Assy 804721-01, CGA, 4.5, 30 Min, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,675.97	\$ 1,424.57	04/01/2025	1	Each	1
7012474078	804721-01-1	3M™ Scott™ Cy&Valve Assy 804721-01-1, CGA, 4.5, 30 Min, No MUSA Logo, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,675.97	\$ 1,424.57	04/01/2025	1	Each	1
7012682397	804721-01-1D	3M™ Scott™ Cy&Valve Assy 804721-01-1D, CGA, 4.5, 30 Min, No MUSA Logo, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,675.97	\$ 1,424.57	04/01/2025	1	Each	1
7012682398	804721-01-1DL	3M™ Scott™ Cy&Valve Assy 804721-01-1DL, CGA, 4.5, 30 Min, No MUSA Logo, ESP, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,675.97	\$ 1,424.57	04/01/2025	1	Each	1
7100293143	804721-01-D	3M™ Scott™ Cy&Valve Assy 804721-01-D, CGA, 4.5, 30 Min, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,675.97	\$ 1,424.57	04/01/2025	1	Each	1
7012474080	804721-11	3M™ Scott™ Cy&Valve Assy 804721-11, ST7, CGA, 4.5, 30 Min, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,810.99	\$ 1,539.34	04/01/2025	1	Each	1
7012474087	804721-35	3M™ Scott™ Cy&Valve Assy 804721-35, 30 Yr, CGA, 4.5, 30 Min, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,169.37	\$ 1,860.96	04/01/2025	1	Each	1
7012474088	804721-35-D	3M™ Scott™ Cy&Valve Assy 804721-35-D, 30 Yr, CGA, 4.5, 30 Min, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,169.37	\$ 1,860.96	04/01/2025	1	Each	1
7100291410	804721-AA000X	3M™ Scott™ Custom Cy&Valve Assy, 804721-AA000X, CGA, 4.5, 30 Min, Photolum, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,818.96	\$ 1,546.12	04/01/2025	1	Each	1
7012611931	804721-BA000X	3M™ Scott™ Custom Cy&Valve Assy 804721-BA000X, CGA, 4.5, 30 Min, Std Paper, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,781.28	\$ 1,514.09	04/01/2025	1	Each	1
7012613833	804721-BA000X-D	3M™ Scott™ Custom Cy&Valve Assy 804721-BA000X-D, CGA, 4.5, 30 Min, Std Paper, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,781.28	\$ 1,514.09	04/01/2025	1	Each	1
7100291223	804721-CA000X	3M™ Scott™ Custom Cy&Valve Assy, 804721-CA000X, CGA, 4.5, 30 Min, Std Paper, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,781.28	\$ 1,514.09	04/01/2025	1	Each	1
7100293660	804722-01	3M™ Scott™ Cy&Valve Assy 804722-01, CGA, 4.5, 45 Min, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,998.51	\$ 1,698.73	04/01/2025	1	Each	1
7012474140	804722-01-1	3M™ Scott™ Cy&Valve Assy 804722-01-1, CGA, 4.5, 45 Min, No MUSA Logo, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,998.51	\$ 1,698.73	04/01/2025	1	Each	1
7012682407	804722-01-1D	3M™ Scott™ Cy&Valve Assy 804722-01-1D, CGA, 4.5, 45 Min, No MUSA Logo, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,998.51	\$ 1,698.73	04/01/2025	1	Each	1
7012682408	804722-01-1DL	3M™ Scott™ Cy&Valve Assy 804722-01-1DL, CGA, 4.5, 45 Min, No MUSA Logo, ESP, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,998.51	\$ 1,698.73	04/01/2025	1	Each	1
7012474141	804722-01A	3M™ Scott™ Cy&Valve Assy 804722-01A, Stubby, CGA, 4.5, 45 Min, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,998.51	\$ 1,698.73	04/01/2025	1	Each	1
7012682409	804722-01A-1	3M™ Scott™ Cy&Valve Assy 804722-01A-1, Stubby, CGA, 4.5, 45 Min, No MUSA Logo, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,998.51	\$ 1,698.73	04/01/2025	1	Each	1
7012682411	804722-01A-1DL	3M™ Scott™ Cy&Valve Assy 804722-01A-1DL, Stubby, CGA, 4.5, 45 Min, No MUSA Logo, ESP, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,998.51	\$ 1,698.73	04/01/2025	1	Each	1
7012474142	804722-01A-D	3M™ Scott™ Cy&Valve Assy 804722-01A-D, Stubby, CGA, 4.5, 45 Min, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,998.51	\$ 1,698.73	04/01/2025	1	Each	1
7100291956	804722-01-D	3M™ Scott™ Cy&Valve Assy 804722-01-D, CGA, 4.5, 45 Min, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 1,998.51	\$ 1,698.73	04/01/2025	1	Each	1
7012474144	804722-11	3M™ Scott™ Cy&Valve Assy 804722-11, ST7, CGA, 4.5, 45 Min, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,135.54	\$ 1,813.51	04/01/2025	1	Each	1
7012682415	804722-11-D	3M™ Scott™ Cy&Valve Assy 804722-11-D, ST7, CGA, 4.5, 45 Min, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,135.54	\$ 1,813.51	04/01/2025	1	Each	1
7012474147	804722-35	3M™ Scott™ Cy&Valve Assy 804722-35, 30 Yr, CGA, 4.5, 45 Min, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,507.52	\$ 2,131.39	04/01/2025	1	Each	1
7012682421	804722-35-1D	3M™ Scott™ Cy&Valve Assy 804722-35-1D, 30 Yr, CGA, 4.5, 45 Min, No MUSA Logo, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,507.52	\$ 2,131.39	04/01/2025	1	Each	1
7012474148	804722-35-D	3M™ Scott™ Cy&Valve Assy 804722-35-D, 30 Yr, CGA, 4.5, 45 Min, Empty, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,507.52	\$ 2,131.39	04/01/2025	1	Each	1
7100291420	804722-AC000X	3M™ Scott™ Custom Cy&Valve Assy, 804722-AC000X, CGA, 4.5, 45 Min, Photolum, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,141.52	\$ 1,820.29	04/01/2025	1	Each	1
7012613843	804722-BC000X	3M™ Scott™ Custom Cy&Valve Assy 804722-BC000X, CGA, 4.5, 45 Min, Std Paper, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,103.82	\$ 1,788.25	04/01/2025	1	Each	1
7012613844	804722-BC000X-1	3M™ Scott™ Custom Cy&Valve Assy 804722-BC000X-1, CGA, 4.5, 45 Min, No MUSA Logo, Std Paper, 1 ea/Case	Respiratory Protection	Cylinders	USD	\$ 2,103.82	\$ 1,788.25	04/01/2025	1	Each	1

1 Resolution No. 26-093

2 Introduced in Council:

Adopted by Council:

3 August 3, 2026

4

5 Introduced by:

Referred to:

6 Joseph Jenkins

Finance _____

7

8 Resolution No. 26-093 – Authorizing the Mayor or City Manager to enter into a Memorandum of
9 Understanding (“MOU”) with West Virginia Division of Highways (“DOH”) for paving of Route
10 13/10 (Oakwood Road). Pursuant to the MOU, the City and DOH will share equally in the total
11 cost of the paving project. The MOU is attached hereto as Exhibit A.

12

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

14

15 That the Mayor or City Manager is authorized to enter into a MOU with DOH for paving route
16 13/10 (Oakwood Road). Pursuant to the MOU, the City and DOH will share equally in the total
17 cost of the paving project. The MOU is attached hereto as Exhibit A.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE WEST VIRGINIA DIVISION OF HIGHWAYS
AND THE
CITY OF CHARLESTON
REGARDING
PAVING ROUTE 13/10 (OAKWOOD ROAD)

THIS Memorandum of Understanding, executed in triplicate, made and entered into this ____ day of _____, 2026 by and between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called “WVDOH” and the CITY OF CHARLESTON.

WITNESSETH

WHEREAS, the City of Charleston and WVDOH are willing to enter into a joint agreement for the paving of Route 13/10 (Oakwood Road) through the City of Charleston as depicted in Exhibit A and described as hereafter: Cantley Road to Route 119, Route 119 to Tennis Club Road, and Tennis Club Road to Bridge Road; and

WHEREAS, the City of Charleston is willing to perform and pay for paving costs, any necessary ramp replacements, and perform inspection of said paving and ramp replacement with reimbursement for one half the total cost by the WVDOH; and

WHEREAS, the WVDOH considers it to be in the public interest to participate in this request, which furthers public safety in West Virginia; and

WHEREAS, the WVDOH agrees to reimburse City of Charleston an amount equal to 50% of the total paving costs for the project.

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, it is mutually agreed as follows:

The City of Charleston agrees to:

1. Provide contract paving on Route 13/10 (Oakwood Rd.) from: Oakwood/Cantley Road to Oakwood/Bridge Road, through the City of Charleston to include milling 1.5” of existing pavement and resurface with 1.5” of hot-mix asphalt pavement in accordance with the West Virginia Division of Highways’ Standard Specifications;
2. Inspect and accept the contract paving and accessible ramp replacement of Route 13/10 (Oakwood Rd.) through the City of Charleston;
3. Schedule the paving operations and include all necessary traffic control;
4. Pay all associated costs, estimated at \$320,601.65, for contract paving of Route 13/10 (Oakwood Rd.) through the City of Charleston;
5. Upon completion and acceptance of the project, invoice the WVDOH an amount equal to one half of the total costs of paving Route 13/10 (Oakwood Rd.) through the City of Charleston, not to exceed an amount of \$160,300.82 without prior written approval from the WVDOH; and
6. Pay 50% of any additional costs beyond the estimated cost of \$320,601.65, as necessary and approved.

The WVDOH agrees to:

1. Provide the roadway striping and intersection markings within the WVDOH’s right of way; and

2. Reimburse the City of Charleston an amount equal to 50% the total costs of paving Route 13/10 (Oakwood Rd.) through the City of Charleston, not to exceed an amount of \$160,300.82 without prior written approval from the WVDOH, within thirty days after receipt of invoice; and
3. Pay 50% of any additional costs beyond the estimated cost of \$320,601.65, as necessary and approved.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by their duly authorized officers, who represent that they have all necessary authority to execute this agreement. Any necessary resolution or concurrence of the City Council of the City of Charleston is attached hereto.

ATTEST:

**WEST VIRGINIA WVDOH
OF TRANSPORTATION,
DIVISION OF HIGHWAYS**

Title:

Title:

ATTEST:

CITY OF CHARLESTON

Title:

Title: Mayor

Resolution No. 26-094

Introduced in Council:

August 3, 2026

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

1 Resolution No. 26-094 – Authorizing the Mayor or City Manager to purchase an annual renewal
2 of the Charleston Police Department’s record management software from TriTech Software
3 Systems in the amount of \$88,608.74 pursuant to a competitively sourced contract.
4

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

7 That the Mayor or City Manager is authorized to purchase an annual renewal of the Charleston
8 Police Department’s record management software from TriTech Software Systems in the
9 amount of \$88,608.74 pursuant to a competitively sourced contract.



INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **\$5,000 or more**. A minimum of **3** quotes is required for this form.

CITY OF CHARLESTON
Purchase Request

Date: 7/29/2026

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: _____

Renewal of software maintenance contract for the CPD records management system.

Purchase justification: Required to keep software and hardware up to date.

If approved, the total purchase price will be: \$88,608.74

(Check One)

- ☐ The price is less than the \$25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the \$25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).
- ☒ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

- | | | | |
|----|--|-----------------|-----------|
| 1. | CentralSquare (TriTech Software Systems) | Price Quote: \$ | 88,608.74 |
| 2. | | Price Quote: \$ | |
| 3. | | Price Quote: \$ | |
| 4. | | Price Quote: \$ | |
| 5. | | Price Quote: \$ | |

The apparent low-bid vendor *meeting specifications* is: CentralSquare (TriTech Software Systems)

AND

- ☒ The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

- ☐ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with _____ because:

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

ITEM A (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:
See attached. This is a software renewal for the CPD records management system.

Original purchase C.A. 12/19/2016 from Zuercher, which was acquired by Trittech, a subsidiary of CentralSquare.

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

(Name & Phone Number) _____

REQUESTOR'S DECLARATION

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) _____

Request Submitted By: Bernice A. Freas for CPD Department: City Manager's Office

Bernice Freas

Is this purchase being paid with grant funds? ☐ Yes ☒ No

Funds Approval: _____ Date: _____
Authorized Financial Officer

Account Number: 70000000 521600

City Manager Approval: _____ Date: _____



CENTRAL SQUARE™

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Invoice

Invoice No
468476

Date
7/27/2026

Page
1 of 4

V10889
70000000 521600

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Charleston Police, WV
Greg Lucas
501 Virginia Street East
Room 101
Charleston WV 25301
United States

Ship To
Charleston Police, WV
Greg Lucas
501 Virginia Street East
Room 101
Charleston WV 25301
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
16248	Charleston Police, WV		USD	8/28/2026

Invoice Sequence Number 1 of 1
Quote No. Q-260911
Order No. 00127019

RECEIVED
JUL 27 2026

BY: _____

	Description	Units	Rate	Extended
1	Administration Core Annual Maintenance Fee - Annual Maintenance Fee Administration Server License Maintenance: Start:8/29/2026, End: 8/28/2027	1	2,631.28	2,631.28
2	Extend Adapter License (ZU) Annual Maintenance Fee - Annual Maintenance Fee Extend Adapter License Maintenance: Start:8/29/2026, End: 8/28/2027	1	737.26	737.26
3	Mobile Core Annual Maintenance Fee - Annual Maintenance Fee Mobile Server License Maintenance: Start:8/29/2026, End: 8/28/2027	1	4,210.04	4,210.04
4	Mobile NCIC Annual Maintenance Fee - Annual Maintenance Fee Mobile NCIC Client License Maintenance: Start:8/29/2026, End: 8/28/2027	40	0.00	0.00
5	Mobile Records Annual Maintenance Fee - Annual Maintenance Fee Mobile Records Client License Maintenance: Start:8/29/2026, End: 8/28/2027	40	200.00	8,000.20
6	Portal Server License Annual Maintenance Fee - Annual Maintenance Fee Portal Server License Maintenance: Start:8/29/2026, End: 8/28/2027	1	3,473.51	3,473.51
7	Records - N-DEx Adapter (IA IEPD) Annual Maintenance Fee - Annual Maintenance Fee Records - N-DEx Adapter (IA IEPD) Maintenance: Start:8/29/2026, End: 8/28/2027	1	0.00	0.00
8	Records - WV Crime Reporting (NIBRS) Interface Annual Maintenance Fee Records - WV Crime Reporting (UCR) Interface Maintenance: Start:8/29/2026, End: 8/28/2027	1	0.00	0.00



Invoice

Invoice No
468476

Date
7/27/2026

Page
2 of 4

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Charleston Police, WV
Greg Lucas
501 Virginia Street East
Room 101
Charleston WV 25301
United States

Ship To
Charleston Police, WV
Greg Lucas
501 Virginia Street East
Room 101
Charleston WV 25301
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
16248	Charleston Police, WV		USD	8/28/2026

Invoice Sequence Number 1 of 1

Quote No. Q-260911

Order No. 00127019

	Description	Units	Rate	Extended
9	Records Core Annual Maintenance Fee - Annual Maintenance Fee Records Server License Maintenance: Start:8/29/2026, End: 8/28/2027	2	12,632.24	25,264.49
10	Records Property and Evidence Extend Annual Maintenance Fee - Annual Maintenance Fee Property and Evidence Extend Client License Maintenance: Start:8/29/2026, End: 8/28/2027	2	73.88	147.75
11	Reporting Core Annual Maintenance Fee - Annual Maintenance Fee Reporting Server License Maintenance: Start:8/29/2026, End: 8/28/2027	1	0.00	0.00
12	ZSuite - Time Synchronization Interface Annual Maintenance F - Annual Maintenance Fee Zuercher Suite - Time Synchronization Interface Maintenance: Start:8/29/2026, End: 8/28/2027	1	0.00	0.00
13	ZSuite - WEAPON/NCIC Interface (Basic Queries) Annual Maintenance - Annual Maintenance Fee Zuercher Suite - WEAPON/NCIC Interface (Basic Queries) Maintenance: Start:8/29/2026, End: 8/28/2027	1	2,456.31	2,456.31
14	ZSuite Production GIS Server Hardware Maintenance - Annual Maintenance Fee Zuercher Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing) Maintenance: Start:8/29/2026, End: 8/28/2027	1	3,789.68	3,789.68
15	ZSuite Production NCIC Server Hardware Maintenance - Annual Maintenance Fee Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing) Maintenance: Start:8/29/2026, End: 8/28/2027	1	1,684.29	1,684.29



Invoice

Invoice No
468476

Date
7/27/2026

Page
3 of 4

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Charleston Police, WV
Greg Lucas
501 Virginia Street East
Room 101
Charleston WV 25301
United States

Ship To
Charleston Police, WV
Greg Lucas
501 Virginia Street East
Room 101
Charleston WV 25301
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
16248	Charleston Police, WV		USD	8/28/2026

Invoice Sequence Number 1 of 1

Quote No. Q-260911

Order No. 00127019

	Description	Units	Rate	Extended
16	ZSuite Production Server Hardware Maintenance - Annual Maintenance Fee Zuercher Suite Production Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing) Maintenance: Start:8/29/2026, End: 8/28/2027	1	11,580.30	11,580.30
17	ZSuite Training/Testing Server Hardware Maintenance - Annual Maintenance Fee Zuercher Suite Training/Testing Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing) Maintenance: Start:8/29/2026, End: 8/28/2027	1	7,579.36	7,579.36
18	ZSuite Warm Standby GIS Server - Annual Maintenance Fee Zuercher Suite Warm Standby GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing) Maintenance: Start:8/29/2026, End: 8/28/2027	1	3,789.68	3,789.68
19	ZSuite Warm Standby NCIC Server - Annual Maintenance Fee Zuercher Suite Warm Standby NCIC Server (Virtualized Server, OS, Installation & Testing) Maintenance: Start:8/29/2026, End: 8/28/2027	1	1,684.29	1,684.29
20	ZSuite Warm Standby Server - Annual Maintenance Fee Zuercher Suite Warm Standby Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing) Maintenance: Start:8/29/2026, End: 8/28/2027	1	11,580.30	11,580.30



CENTRAL SQUARE

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Invoice

Invoice No
468476

Date
7/27/2026

Page
4 of 4

Bill To
Charleston Police, WV
Greg Lucas
501 Virginia Street East
Room 101
Charleston WV 25301
United States

Ship To
Charleston Police, WV
Greg Lucas
501 Virginia Street East
Room 101
Charleston WV 25301
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
16248	Charleston Police, WV		USD	8/28/2026

Invoice Sequence Number 1 of 1

Quote No. Q-260911

Order No. 00127019

Please include invoice number(s) on your remittance advice.

Subtotal 88,608.74

ACH:

Routing Number 121000358

Account Number 1416612641

E-mail payment details to: Accounts.Receivable@CentralSquare.com

Tax 0.00

Invoice Total 88,608.74

Check:

12709 Collection Center Drive

Chicago, IL 60693

Payments Applied 0.00

Balance Due **USD 88,608.74**

CITY OF CHARLESTON
Police Department
Purchase Request Form

Date: 7/28/2026 Purchase Order #: _____

Vendor: Central Square / Tri- Tech V10889 Phone #: _____

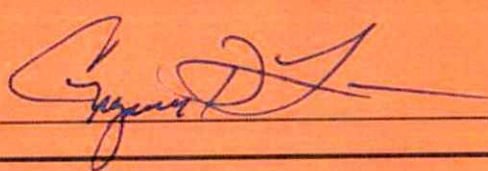
Contact: Ashley Lemerond

Address: _____
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
1	Zuercher RMS Annual Renewal (Quote # Q-260911)		88,608.74
TOTAL			88,608.74

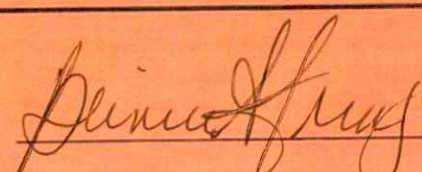
Requested By: Sgt. Greg Lucas Date: 7/28/2026

Purpose of Request: Renewal of Zuercher RMS System for Reporting (See attached quote)

Division Commander:  Date: 29 JUL 26
☐ Denied ☒ Approved

Bureau Commander: _____ Date: _____
☐ Denied ☒ Approved

Chief of Police:  Date: 29 Jul 26
☐ Denied ☒ Approved

Budget Officer:  Date: 7/29/2026
☐ Denied ☒ Approved

Council Action Date: _____ Account: 70000000 521600

RECEIVED
JUL 29 2026

BY: _____

Renewal Order #: Q-260911
Start Date: August 29, 2026
End Date: August 28, 2027
Billing Frequency: Yearly
Subsidiary: Tritech Software Systems

Renewal Order prepared for:
Greg Lucas, Sergeant
Charleston Police Department
501 Virginia Street East
Charleston, West Virginia 25301
(304) 389-2235

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Administration Server License	1	2,631.28 USD
2.	Extend Adapter License	1	737.26 USD
3.	Mobile NCIC Client License	40	0.00 USD
4.	Mobile Records Client License	40	8,000.20 USD
5.	Mobile Server License	1	4,210.04 USD
6.	Portal Server License	1	3,473.51 USD
7.	Property and Evidence Extend Client License	2	147.75 USD
8.	Records - N-DEx Adapter (IA IEPD)	1	0.00 USD
9.	Records - WV Crime Reporting (UCR) Interface	1	0.00 USD
10.	Records Server License	2	25,264.49 USD
11.	Reporting Server License	1	0.00 USD
12.	Zuercher Suite - Time Synchronization Interface	1	0.00 USD
13.	Zuercher Suite - WEAPON/NCIC Interface (Basic Queries)	1	2,456.31 USD

WHAT HARDWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Zuercher Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)	1	3,789.68 USD

RECEIVED
JUL 29 2026

MORE INFORMATION AT CENTRALSQUARE.COM

BY: _____

2.	Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)	1	1,684.29 USD
3.	Zuercher Suite Production Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	1	11,580.30 USD
4.	Zuercher Suite Training/Testing Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	1	7,579.36 USD
5.	Zuercher Suite Warm Standby Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)	1	11,580.30 USD

Renewal Order Total: 88,608.74 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

To: City Council of Charleston, WV / Finance Committee
From: Sgt. Greg Lucas, Information Services Division Commander
Date: July 28, 2026
Subject: Request for Annual Renewal Funds – Zuercher RMS

The Charleston Police Department requests approval to renew the annual maintenance and support agreement for the Zuercher Records Management System (RMS) in the amount of **\$88,608.74**.

Zuercher RMS is the department's primary records management system and is essential to daily law enforcement operations. It provides officers and civilian staff with the ability to create, manage, and retrieve incident reports, arrests, citations, crash reports, warrants, property and evidence records, and other critical public safety information. The system also supports records retention, reporting requirements, data sharing, and compliance with state and federal reporting standards.

Renewing the maintenance agreement ensures continued access to:

- Technical support and vendor assistance.
- Software updates, security patches, and system enhancements.
- Continued system reliability and operational availability.
- Compatibility with state reporting requirements and integrated law enforcement systems.
- Protection of the department's critical public safety records and operational continuity.

Failure to renew this agreement could result in the loss of vendor support, security updates, and software maintenance, increasing the risk of system failures, cybersecurity vulnerabilities, and operational disruptions. Because the department's records management system is integral to virtually every aspect of police operations, an interruption in service would significantly impact officers, records personnel, investigations, evidence management, and statutory reporting requirements.

The Charleston Police Department has utilized the Zuercher RMS for several years, and it remains fully integrated into the department's daily operations and existing technology infrastructure. Replacing the system would require substantial financial investment, extensive data migration, retraining of personnel, and significant operational disruption.

For these reasons, renewal of the Zuercher Records Management System maintenance agreement in the amount of **\$88,608.74** is necessary to ensure the continued secure, reliable, and efficient operation of the Charleston Police Department's records management system.

Thank you for your consideration.

Respectfully,



Sgt. Greg Lucas
Information Services Division Commander
Charleston Police Department

RECEIVED
JUL 29 2026
BY: _____

Resolution No. 26-095

Introduced in Council:

August 3, 2026

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 26-095 – Authorizing the Mayor or City Manager to purchase a new Pierce Enforcer 107 ladder truck for the Charleston Fire Department from Atlantic Emergency Solutions in the amount of \$1,744,618, where the price was determined and confirmed pursuant to a competitively sourced HGAC contract.

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

That the Mayor or City Manager is authorized to purchase a new Pierce Enforcer 107 ladder truck for the Charleston Fire Department from Atlantic Emergency Solutions in the amount of \$1,744,618, where the price was determined and confirmed pursuant to a competitively sourced HGAC contract.

Proposal for Furnishing Apparatus

Department:

Attn:

Upon an order being placed by you, and final acceptance by _____ the apparatus and equipment herein named will be manufactured for the following prices:

Bid #

Price

Total :

Any discount(s), whether implied or explicit, will be applied upon delivery, acceptance, and final invoicing of Apparatus. Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about _____ calendar days after receipt of this order and the acceptance thereof by _____. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

Atlantic will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due.

Cancellation: In the event this proposal is accepted, and a purchase order is issued then cancelled or terminated by Customer before completion, Atlantic Emergency Solutions may charge a cancellation fee of 30% of the purchase price.

Terms: The terms of this proposal will be governed by the laws of the Commonwealth of Virginia. Atlantic Emergency Solutions requires an authorized individual from the above stated Customer sign and date this proposal and have it referenced on any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by Customer. No additional terms or conditions will be binding upon Atlantic Emergency Solutions unless agreed to in writing and executed by a duly authorized officer of Atlantic Emergency Solutions.

This proposal is valid

Sincerely,

Atlantic Emergency Solutions:

Customer:

X

X

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

FS12-23

Date
Prepared:

7/16/2026

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City of Charleston Fire Department	Contractor:	Atlantic Emergency Solutions
Contact Person:	Chief Craig Matthews	Prepared By:	Austin Eddy
Phone:	1-(304)-389-2001	Phone:	1-(304)-481-5967
Fax:		Fax:	
Email:	craig.matthews@charlestonfire.com	Email:	aeddy@atlanticemergency.com

Product Description	23A-104	May 2026 Pricing	Enforcer Chassis, Single Rear 107' Aerial -1030
---------------------	---------	------------------	---

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$1,631,369.00
--	----------------

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.

(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal B:	\$273,130.00

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.

(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$0.00

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%
---	---	----

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$1,904,499.00	=	Subtotal D:	\$1,904,499.00
-------------------	---	--------------------------	----------------	---	-------------	----------------

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	\$2,000.00
--	-------------	------------

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Contract Discount	-\$161,881.00
		Subtotal F:	-\$161,881.00

Delivery Date:	6-8 Months	G. Total Purchase Price (D+E+F):	\$1,744,618.00
----------------	------------	----------------------------------	----------------



Helping Governments Across the Country Buy

PO Box 22777 • 3555 Timmons Ln. • Houston, Texas 77227-2777 • 1-800-926-0234

CONTRACT PRICING VERIFICATION

TO:

Craig Matthews

FROM:

Joshua Cadoree

END USER:

Charleston Fire Department

DATE:

07 24 2026

PHONE NUMBER

1-304-389-2001

832-681-2557

RE:

Price Verification

REFERENCE:

Worksheet 07.16.2026

We have reviewed the pricing provided through HGACBuy Contract FS12-23. Our review verifies that the pricing provided is in compliance with the contract.

Once a purchase document is executed for this order, please **send a completed compilation of all required documents for HGAC processing.**

Please advise if we can assist further in this matter.

*****This is not an Order Confirmation*****

Resolution No. 26-096

Introduced in Council:

August 4, 2025

Introduced by:

Joseph Jenkins

Adopted by Council:

August 4, 2025

Referred to:

Finance

- 1 Resolution No. 25-096 - Authorizing approval of Amendment No. 1 of the FY 2026-2027 Coal
- 2 Severance Budget as indicated on the attached list of accounts.
- 3
- 4 Be it Resolved by the Council of the City of Charleston, West Virginia:
- 5
- 6 That Amendment No. 1 of the FY 2026-2027 Coal Severance Budget as indicated on the
- 7 attached list of accounts.

Coal Severance Fund FY 2026-2027 Budget Amendment No. 1 - August 3, 2026

Revenues and Fund Balances

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
2002 00 00000 000 000 329800	Fund Balance	Assigned Fund Balance	30,000	15,079	45,079
2002 00 00000 000 000 431000	Revenue	Coal Severance Tax	140,000	(15,079)	124,921
Net Increase/(Decrease) to Revenues				-	

Expenditures

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
Net Increase/(Decrease) to Expenditures				-	

Description:

To correct the beginning balance and adjust revenue estimate for FY 2027 Coal Severance Tax.

Reportable: To maintain compliance with the budgetary guidelines of the State of West Virginia.



CITY OF CHARLESTON
OFFICE OF THE CITY MANAGER

Memorandum

Date: July 22, 2026

To: City Council Members

From: Ben Mishoe, City Manager

Re: Resolution 978-24; MDENT Vehicle Purchase Authority

On June 17, 2024, City Council adopted Resolution 978-24, authorizing the Mayor or City Manager to purchase various vehicles for the Metropolitan Drug Enforcement Network Team ("MDENT") without first obtaining an authorizing resolution from the City Council; provided that any vehicle may not exceed the purchase price of \$45,000.

The authorization in this Resolution directed the City Manager to file an annual report with the City Clerk regarding all purchases made under this authority.

Pursuant to this directive, the City Manager reports that the City did not purchase any vehicles in 2025-2026 Fiscal Year under the authority granted in the Resolution.

Should you have any questions, please do not hesitate to contact me.

Bill No. 8087

Introduced in Council

August 3, 2026

Introduced by:

Mary Beth Hoover

Adopted by Council:

Referred to:

**Planning, Streets &
Traffic**

Bill No. 8087 - A BILL to amend and reenact Article VIII, Section 102-311 through 102-324 of the Municipal Code of the City of Charleston, relating to updating stormwater ordinances regarding erosion and sediment control to comply with the City's Stormwater Management Plan.

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

That Article VIII, Sections 102-311 and 102-324 of the Municipal Code of the City of Charleston is hereby amended to read as follows:

ARTICLE VIII. – STORMWATER POLLUTION PREVENTION

DIVISION 2. – CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL

Sec. 102-310. - Purpose/intent.

The purpose of this division is to provide for the protection of the health, safety, and general welfare of the environment and citizens of the City of Charleston ("City city") through the regulation of those construction projects where the discharge of sediment and other construction related pollutants into adjacent waterways is likely to occur.

Sec. 102-311. - Definitions.

The following words, terms and phrases when used in this Division shall have the meanings ascribed to them in this Section except where the context clearly indicates a different meaning:

- (a) *Clearing* means any activity that removes or causes the removal of the vegetative surface cover.
- (b) *Construction* means the act of building, grading, shaping, removing, demolishing, repairing, erecting, extending, installing equipment on/in, or enlarging any building, structure, grounds, or premises.
- (c) *Construction site* means a parcel of land or a contiguous combination thereof where land disturbing activity occurs.

- (d) *Drainage way* means any channel that conveys surface runoff throughout the construction site.
- (e) *Erosion* means the wearing away of land surface by natural or artificial forces such as wind, water, ice, gravity or vehicle traffic.
- (f) *Erosion control* means a measure that is designed to prevent erosion.
- (g) *Erosion and sediment control plan ("ESCP")* means a set of plans indicating the specific measures and sequencing to be used to control erosion and sediment on a construction site.
- (h) *Grading* means the cutting and/or filling of the land surface to a desired slope, elevation, or contour.
- (i) *Impervious area* means an area composed of any material which impedes or prevents the natural infiltration of water into the soil, including but not limited to, concrete, asphalt, and roof surfaces.
- (j) *Land disturbing activity ("LDA")* means any activity that results in the movement or manipulation of soil, rock or other earth materials. This includes, but is not limited to, clearing and grubbing, grading, excavation, filling, embankment construction, road grading, ditch cleaning, mineral extraction, commercial timbering, initial landscape preparation and stockpiling of earth materials. The activities set forth in section 102-314(b) of this division are exempt from the definition of land disturbing activity for purposes of this division.
- (k) *Perimeter control* means a barrier that prevents sediment from leaving a site by filtering sediment-laden runoff or diverting it to a sediment trap or basin.
- (l) *Person* means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.
- (m) *Phasing* means disturbing a parcel of land in distinct phases, with the stabilization of each phase completed before disturbance of the next phase.
- (n) *Sediment* means soil, sand, silt, and minerals washed from land into water.
- (o) *Sediment control* means measures that prevent eroded sediment from leaving a construction site.
- (p) *Stabilization* means the use of practices that prevent exposed soil from eroding.
- (q) *Start of construction* means the first land disturbing activity associated with a construction project.
- (r) *Stormwater compliance officer* (hereinafter referred to as "compliance officer") means an employee of the City of Charleston City Engineer's Office or City Development Services/Building Department designated by the ~~city~~ City to administer, implement and enforce this article.
- (s) Stormwater conveyance structure means any designed structure, whether natural or man-made product, that conveys stormwater runoff.
- (t) Stormwater Guidance Manual (unless specifically referencing the State Stormwater Guidance Manual) means the City's comprehensive regulatory and technical document that outlines the criteria, best management practices, and procedures for managing rainfall and surface runoff.
- (u) Stormwater Management Plan means a document describing the City's management program covering the duration of the West Virginia Department of Environmental Protection (WVDEP) General Permit for the Municipal

Separate Storm Sewer System (MS4) that includes a comprehensive planning process that involves public participation and intergovernmental coordination to reduce the discharge of pollutants to the maximum extent practicable, to protect water quality, and to satisfy the appropriate water quality requirements of the Clean Water Act (CWA) and regulations and the State law and its attendant regulations, using management practices, control techniques, and system, design, and engineering methods, and such other provisions that are appropriate.

(v) Watercourse means a body of water flowing in a reasonably defined channel with a bed and banks.

(w) Waterway means a channel that directs surface runoff to a watercourse or to the MS4.

Sec. 102-312. – E&S Applicability.

This division shall apply, and is not limited to, all Construction projects located within the City that involve land disturbing activity ("LDA") exceeding ~~5,000~~ 10,000 square feet or an increase in impervious area by ~~4,000~~ 10,000 square feet or greater unless exempted by section 102-314(b) this division.

Sec. 102-313. - Responsibility for administration.

The City of Charleston City Engineer's Office, City Development Services/Building Department, and City of Charleston Stormwater Compliance Officers shall administer, implement, and enforce the provisions of this division.

Sec. 102-314. - Approval of land disturbing activity.

(a) Any person applying for a City of Charleston building permit that proposes a construction project involving LDA ~~5,000~~ 10,000 square feet or greater, or an increase in impervious area by ~~5,000~~ 10,000 square feet or greater, is required to obtain approval for such LDA from the City Development Services/Building Department and/or ~~city engineer's~~ City Engineer's office. Requests for approval shall be made at the time of application for a building permit; provided, however, that a building permit shall not be issued in the absence of prior approval of LDA.

(b) Notwithstanding section 102-314(a) herein, approval for LDA shall not be required for the following activities:

(1) Interior renovations;

(2) Roof repair;

(3) Building facade maintenance;

(4) Milling and repaving of existing asphalt or concrete streets, parking lots, or sidewalks;

(5) Maintenance of existing landscaping or gardens;

(6) Cutting of trees and brush (provided the area remains vegetated and no grubbing of root system occurs); and

(7) Maintenance of pervious sports fields such as replacement of the clay surface to baseball infields, turf plugging of golf fairways and greens.

(c) Erosion and sediment controls will still be expected to be implemented on any site if deemed necessary by a compliance officer.

124
125 **Sec. 102-315. - Submission of erosion and sediment control plan; modifications.**

- 126 (a) Any person requesting approval of LDA is required to submit an Erosion and
127 Sediment Control Plan ("ESCP") to the ~~city building department~~ City Development
128 Services/Building Department as part of the building permit application for review
129 and approval. The ESCP shall comply with the provisions set forth in the City of
130 Charleston Stormwater Management Guidance Manual regarding erosion and
131 sediment control measures. The Stormwater Management Guidance Manual will
132 be available to the public on the City's stormwater website, as well as on file at the
133 ~~city engineer's~~ City Engineer's office.
- 134 ~~(b)~~ All control measures set forth in an approved ESCP shall be followed and
135 maintained at all times during the construction project unless modified with the
136 approval of the ~~city building department~~ City Development Services/Building
137 Department and/or ~~city engineer's~~ City Engineer's office. Any ~~significant~~
138 modifications to an ESCP must be approved by the City Development
139 Services/Building Department and/or ~~city engineer's~~ City Engineer's office via
140 written authorization to the permittee. ~~Minor modifications to the ESCP may be~~
141 ~~approved by the city building department and/or city engineer's office and/or at the~~
142 ~~construction site.~~
- 143 (c) ~~A copy of the approved ESCP shall be kept on the~~ construction site during all
144 stages of a construction project and shall be made available for review upon
145 request by a compliance officer.

146
147 **Sec. 102-316. - Erosion and sediment control design requirements.**

- 148 (a) Grading, erosion control practices, sediment control practices, and waterway
149 crossings shall meet the design criteria set forth in the most recent version of the
150 ~~city's~~ City's Stormwater Management Guidance Manual and shall be adequate to
151 prevent transportation of sediment from the construction site.
- 152 (b) Clearing and grading of natural resources, such as protected habitats and
153 wetlands, shall not be permitted, except when in compliance with the Stormwater
154 Management Guidance Manual.
- 155 (c) Clearing, except to the extent necessary to establish sediment control devices,
156 shall not begin until all sediment control devices have been installed and have
157 been stabilized.
- 158 (d) Minimum erosion control requirements shall include:
- 159 (1) Temporary seeding must be applied if the construction site is idle for more
160 than 21 days, including soil stockpiles and waste areas.
- 161 (2) Special techniques that meet the design criteria outlined in the Stormwater
162 Management Guidance Manual on steep slopes or in drainage ways shall
163 be used to ensure stabilization.
- 164 ~~(3) Soil stockpiles must be stabilized or covered at all times.~~
- 165 ~~(3) (4)~~ The entire construction site must be stabilized at the close of the
166 construction season, which may include, but is not limited to, temporary
167 seeding, mulching, and the use of erosion controls.
- 168 ~~(4) (5)~~ Techniques shall be employed to prevent the transportation of dust or
169 sediment from the construction site.

- 170 (5) (6) Techniques shall be employed to divert upstream runoff away from LDA
171 without causing any additional erosion.
- 172 (e) Minimum sediment control requirements shall include: sediment basins,
173 stormwater inlet protection, sediment traps, and/or perimeter controls.
- 174 (f) Minimum waterway and watercourse protection requirements shall include:
175 (1) Approval of a waterway or watercourse crossing by all applicable federal
176 and state agencies having jurisdiction, which may include, but is not limited
177 to, WVDEP, West Virginia Department of Natural Resources, United States
178 Army Corps of Engineers, and the United States Environmental Protection
179 Agency.
- 180 (2) Stabilization of a watercourse before, during, and after any in-channel work.
- 181 (3) All on-site stormwater conveyance channels designed according to the
182 criteria outlined in the Stormwater Management Guidance Manual.
- 183 (4) Stabilization adequate to prevent erosion located at the outlets of all pipes
184 and paved channels.
- 185 (g) Construction site access requirements shall include: establishment and
186 maintenance of a stabilized construction site entrance as outlined in the
187 Stormwater Management Guidance Manual.
- 188

189 **Sec. 102-317. - Review and approval of land disturbing activity and erosion and**
190 **sediment control plan.**

191 The ~~city-engineer's~~ City Engineer's office and/or ~~city-building-department~~ City
192 Development Services/Building Department shall review each request for approval of
193 LDA and the corresponding ESCP to determine conformance with the requirements of
194 this division. Within ten days after receiving a building permit application and
195 corresponding ESCP, the ~~city-engineer's~~ City Engineer's office and/or ~~city-building~~
196 ~~department~~ City Development Services/Building Department shall, in writing:

- 197 (1) Approve the requested LDA and corresponding ESCP;
198 (2) Approve the requested LDA and corresponding ESCP subject to conditions as may
199 be necessary to satisfy the objectives of this Division; or
200 (3) Deny the requested LDA and corresponding ESCP, indicating the reason(s) for
201 denial and the procedure for submitting a revised ESCP, if appropriate.
- 202

203 **Sec. 102-318. - Inspection of construction site.**

- 204 (a) All construction sites involving City-regulated LDA and requiring an approved
205 ESCP shall be inspected and approved by a compliance officer. Compliance
206 officers shall inspect construction sites as authorized by this section and shall
207 either approve that portion of the work completed or shall notify the person
208 receiving approval for the LDA that the work is not in compliance with the approved
209 ESCP. To obtain the required permits and inspections, the person receiving
210 approval for the LDA shall notify the City Engineer's office and/or ~~city-building~~
211 ~~department~~ City Development Services/Building Department of the construction
212 start date. If there is to be a change in said start date, the City Engineer's office
213 and/or ~~city-building-department~~ City Development Services/Building Department is
214 to be notified at least two working days before start of construction. Compliance
215 officer inspections may consist of, but not be limited to, the following stages:

- 216 (1) Installation of erosion and sediment control measures;
217 (2) Completion of demolition;
218 (3) Completion of site clearing and rough grading;
219 (4) Installation of any stormwater conveyance structures; and
220 (5) Completion of project.
- 221 (b) The person receiving approval for LDA and corresponding ESCP shall make
222 regular inspections of all control measures in accordance with the inspection
223 schedule outlined in the approved ESCP. The purpose of such inspections will be
224 to determine the overall effectiveness of the ESCP and the potential need for
225 additional control measures. All inspections shall be documented in writing and
226 shall be kept on site.

227
228 **Sec. 102-319. - Notice of noncompliance and order to correct.**

- 229 (a) When a compliance officer determines after reasonable observation or
230 investigation that a person has not complied with any provision of this division or
231 has failed to comply with an approved ESCP, the compliance officer may order
232 compliance by written notice of noncompliance and order to correct.
- 233 (b) Notice(s) of noncompliance and order(s) to correct shall be served in accordance
234 with the law of the State of West Virginia concerning the service of process in civil
235 actions, except that a method of service effectuated by a mailing by the clerk of a
236 court (e.g., service pursuant to West Virginia Rule of Civil Procedure 4(d)(1)(D))
237 shall be deemed to be effectuated by a mailing by a compliance officer. If service
238 is made by certified mail consistent with West Virginia Rule of Civil Procedure
239 4(d)(1)(D) and delivery of the notice of noncompliance and order to correct is
240 refused, the compliance officer, promptly upon the receipt of the notice of such
241 refusal, shall mail to the person being noticed, by first class mail, postage prepaid,
242 (1) a copy of the notice of noncompliance and order to correct (2) a notice that
243 despite such refusal, the notice of noncompliance and order to correct is valid, and
244 (3) advising that the city will proceed to enforce the notice of noncompliance and
245 order to correct. So long as such first class mailing is not returned as undeliverable
246 by the U.S. Postal Service, service of the notice of noncompliance and order to
247 correct will be conclusively presumed to have been effectuated. Proof of service
248 shall be made at the time of service by a written declaration, under oath, executed
249 by the enforcement official effecting service and shall declare the time, date and
250 manner by which service was made.
- 251 (c) Any notice of noncompliance and order to correct under this section shall be in
252 writing and shall contain the following:
- 253 (1) The date the notice of noncompliance and order to correct is given;
254 (2) The name and address of the person(s) charged with the noncompliance;
255 (3) The nature of the noncompliance;
256 (4) A statement of the action required to be taken in order to correct the
257 noncompliance and further prevent it;
258 (5) The time period allowed for correction. When determining the time period
259 allowed for correction, a compliance officer shall take into consideration the
260 threat posed by the noncompliance to the health, safety and welfare of the
261 public and the nature of the work required to correct the noncompliance;

- (6) The maximum fines that may be assessed if the noncompliance is not corrected and a citation is issued; and
- (7) The name, business address and telephone number of the compliance officer issuing the notice of noncompliance and order to correct.
- (d) Nothing in this section shall limit the authority of compliance officers to take any other lawfully prescribed enforcement action, including emergency actions or any other enforcement action, without first issuing a notice of noncompliance and order to correct.
- (e) Failure to correct the noncompliance by the date set forth in the notice of noncompliance and order to correct shall be reported to the [City Development Services](#)/Building Department. Any subsequent work performed shall constitute work being performed in a dangerous or unsafe manner or in a manner contrary to the W.Va. State Building Code, as adopted by Charleston Municipal Code section 14-33(a), and the person charged with the noncompliance may be issued a stop work order or the building permit may be revoked.

Sec. 102-320. - Injunctive relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this division. If a person has violated or continues to violate the provisions of this division, the city may petition a court of competent jurisdiction for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation. Any such Person against whom such an injunction is issued shall be responsible for paying all costs of the city in obtaining and enforcing such injunction, including the court costs and attorney's fees.

Sec. 102-321. - Violations deemed a public nuisance; penalties.

(a) In addition to the enforcement processes and penalties provided in this division, any condition caused or permitted to exist in violation of any of the provisions of this division shall be considered a threat to the public health, safety, welfare and the environment, may be declared and deemed a nuisance, and may be summarily abated and/or restored by, or at the direction of, the city, by and through its compliance officer. The city may initiate any administrative or civil actions as necessary and appropriate to abate, enjoin or otherwise compel the cessation of such nuisance.

(b) The cost of any such abatement and/or restoration by the city shall be the sole responsibility of the owner of the property and the cost thereof shall be a lien upon and against the property. Such lien shall continue in existence until the same shall be paid.

Sec. 102-322. - Criminal prosecution.

In addition to any administrative remedy provided in this division, violations of this division constitute a criminal misdemeanor, subject to criminal citation and punishable by a fine of not less than \$500.00. Every day or portion thereof that a person fails or refuses to remedy a violation shall be considered a separate offense. Fines may be reduced by the municipal court only upon agreement of the city by and through its prosecutor.

Sec. 102-323. - Remedies not exclusive.

The remedies listed in this Division are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the city to seek cumulative remedies.

Sec. 102-324. - Severability.

The provisions of this division are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this article, or the application thereof to any person, establishment, or circumstances, shall be held invalid, such invalidity shall not affect the other provisions or application of this division.

Secs. 102-325—102-330. – Reserved.