



Public Safety Committee
9:00 a.m., Wednesday, July 17, 2024
City Hall Council Chambers
1207 Palm Boulevard, Isle of Palms, SC

Public Comment:

Citizens who wish to speak during the meeting must email their first and last name, address and topic to Nicole DeNeane, City Clerk, at nicoled@iop.net no later than 3:00 p.m. the day before the meeting. Citizens may also provide written public comment here: <https://www.iop.net/public-comment-form>

Agenda

- 1. Call to order and acknowledgement that the press and the public have been duly notified of the meeting in accordance with the Freedom of Information Act.**
- 2. Citizen's Comments** – All comments have a time limit of three (3) minutes.
- 3. Approval of previous meeting's minutes** – May 7, 2024
- 4. Old Business**
- 5. New Business**
 - a. Traffic report
 - b. Discussion of proposed ordinance prohibiting feeding wildlife
 - c. Discussion and consideration of approval of taser upgrade five-year subscription – Year 1 Cost not to exceed \$18,171 [FY25 Budget, Police Department, State ATAX Fund]
 - d. Discussion and consideration of approval of drone hardware and eight-year software subscription – Year 1 cost not to exceed \$23,000 [FY25 Budget, Police Department, Hospitality Tax and State ATAX Funds]
 - e. Discussion and consideration of issuing letter of intent for purchase replacement of 2003 95' Ladder Truck in FY27 (18–21-month lead time for construction) in the amount of \$2.225 million
 - f. Discussion and consideration of sole source contract with Schindler for elevator replacement in Fire Station 2 in an amount not to exceed \$68,000 [FY25 Budget, Fire Department, Capital Projects Fund]
 - g. Discussion of Fire Department restructuring proposal for command staff
- 6. Miscellaneous Business** – Next meeting date: 11am, Tuesday, August 6, 2024.
- 7. Adjournment**



**Public Safety Committee Meeting
11:00am, Tuesday, May 7, 2024
1207 Palm Boulevard, Isle of Palms, SC and
broadcasted live on YouTube: <https://www.youtube.com/user/cityofisleofpalms>**

MINUTES

1. Call to Order

Present: Council members Ward, Anderson, Bogosian

Staff Present: Administrator Fragoso, Director Kerr, Chief Oliverius, Chief Cornett

2. Citizen's Comments

Terri Haack, speaking on behalf of the Wild Dunes Resort and their owners, expressed concern about the proposed restrictive decibel level limit for the resort. She asked that the City not discount the revenues the resort provides. She said they would like to see a 75 decibel level limit for a 6-month trial period. She is willing to provide a list of events to surrounding neighbors 45 days in advance.

Maryann Chalmers, 2404 Palm Boulevard, said residents need an anonymous way to report coyote attacks. She also said the trashcans on the beach need to be lidded to discourage the coyotes from digging for food. She would like to see ultrasonic noise devices used at the beach walkover.

3. Approval of Previous Meeting Minutes – April 2, 2024

MOTION: Council Member Anderson made a motion to approve the minutes of the April 2, 2024 meeting. Council Member Bogosian seconded the motion. The motion passed unanimously.

MOTION: Council Member Bogosian made a motion to suspend the rules of order and change the order of the agenda to allow for the discussion of coyote management first. Council Member Anderson seconded the motion. The motion passed unanimously.

4. New Business

A. Discussion of coyote management

Chief Cornett reported that there have been 8 reports of coyote attacks filed this year. He is aware of more attacks that have not been reported. He reviewed department efforts, including use of the drone to spot den locations, speaking with the Director of DNR about hunting and trapping, the use of specialized foods to sterilize coyotes, and deployment of traps.

The City must follow all DNR laws regarding hunting and trapping. The City is not permitted to hunt coyotes and they are not permitted to put out food that sterilizes the coyotes. The City is only permitted to put traps on public property. Traps have been deployed at places of attacks. If the City traps a coyote, it euthanizes the animal.

Chief Cornett encouraged citizens to report all sightings and attacks so they can be tracked. Personal information does not need to be shared when calling in an attack or sighting. He also shared DNR's recommendations for coyote management including the installation of fencing including PVC piping that spins at the top of the fence line, cease feeding small outdoor animals, keep pets on a leash and within your sight at all times, and keep lids on trashcans. He also shared some "frightening" devices but noted those are short-term solutions.

Chief Cornett reported that the City has 6 traps deployed and he knows of 9-12 traps deployed by residents in a 3-4 block area. The City is using the same trapper they have in the past, and he has yet to catch a coyote this season. He will speak to him about switching out the bait.

The Chief said DNR expects a drop in this aggressive behavior by mid-summer, adding the coyotes are migratory.

Council Member Bogosian expressed great concern for the public safety with the coyotes present. Chief Cornett will speak with DNR about other options. The City Attorney is working on a liability waiver that would allow the City to deploy traps on private property. Council Member Bogosian asked if someone from DNR could come speak to City Council next week. He would like to discuss some "out of the box" ideas with regards to dealing with the coyotes.

Administrator Fragoso encouraged citizens to call the non-emergency number (843-886-6522) to report sightings and to read about coyote management on the City's website. Changes to human behavior could help with these efforts. She also said they have erected coyote-specific signage at the beach accesses warning visitors to the beach.

Regarding the liability waiver, Administrator Fragoso said, "I do have a draft of the liability waiver that our legal team has put together for us to consider. When the City approved the coyote management plan back in 2018, it was an intentional decision to not pursue that option and really encouraged individual property owners to place traps if they believe that their property has a den or has seen some coyotes just because of the risk that this would fall on the City if we were starting to place traps on private property. But again, we are challenging ourselves to look at every option and understand the risk and will present that to Council, and we can make a determination. So while we have the avenue to do it, I don't think that it absolves the City of every risk just by having the authority to or the approval of the property owner."

She also said the City does not have funding for coyote trapping in the FY24 budget. It costs \$1700 to set 3 traps for two weeks.

Council Member Ward said this is not a new issue and is discussed almost annually. He believes the City is doing all it can following the State laws. He is concerned about the unintended consequences of additional efforts.

5. Old Business

A. Discussion and consideration of changes to the noise ordinance

Council Member Bogosian reviewed the changes to the proposed noise ordinance. He recommends using a “slow reading” when recording noise levels and then taking an average of those readings over 30 seconds. Noise level recommendations include 65 decibels during daytime hours for residential areas and 70 decibels for GC1, GC3, LC, and PDD. He would like to see the nighttime levels set at 55 decibels.

Administrator Fragoso noted for the record, “I do want to clarify for the record the version of this ordinance that we presented at the last workshop had that mistake in that the decibel limit for nighttime for all different areas should have been 50, which is equivalent to the original draft. I think that with all these red lines and trying to move it away from uses into a zoning district that got squared away during the process. So that was my mistake, and I just want to apologize for any confusion that may have generated. But this version that you are working on has that corrected, so it should be 50.”

Council Member Bogosian said the recommended nighttime level is 55 decibels for GC2 and an “excessive noise” parameter for daytime levels. He would also like to install noise monitoring devices at the Front Beach area for six months to gather more data about the noise in that area. He would like language added that creates a 6-month trial period for this ordinance. He referenced the “whereas” statements in the ordinance as to the reason why the City is implementing a new noise ordinance.

Council Member Anderson said, “In the minutes of the previous meeting, I had asked that we specify that sound be defined as speech and amplified sound, and that was taken out. I asked that it be put back so

Council Member Bogosian said he had it removed. “I think it causes more confusion for, and the Chief, I think, had mentioned last time trying to determine that I think it’s easier for an officer to go out and measure. They are only going to be measuring it if there is a complaint of noise or music, and so it is easier for them to go out and just take a measurement as opposed to trying to determine all that. That is why I reverted back to the original because I think we were getting confusion from the community thinking that cicadas or the surf or all those other things going on, somebody’s faulty air conditioner might be something that all we really are interested in is the loud noise from parties, a lot of people speaking, or amplified music.”

Regarding the section of the ordinance addressing permits for exemption to the noise ordinance, Council Member Bogosian said, “I think the intent was for a specific event, and you should maybe put that, maybe we clarify that as far as an event.”

Administrator Fragoso added, “I think that the event would need to be proven to be supportive of the public good, infrastructure, and resources of the City.”

Chief Cornett said that less than 20 noise violations tickets have been issued this year. Businesses, residents, and short-term rentals have all received tickets and 15 have resulted in convictions.

MOTION: Council Member Bogosian made a motion to approve this version of the noise ordinance with the addition of a 6-month sunset date and send it to City Council for discussion. Council Member Anderson seconded the motion. A vote was taken as follows:

Ayes: Anderson, Bogosian

Nays: Ward

The motion passed 2-1.

6. New Business

B. Presentation of proposal for 48/96-hour shift rotation for Fire Department

Administrator Fragoso would like to consider this option as it may help with recruitment, employee retention, and employee satisfaction.

Chief Oliverius would like to test pilot the program for one year beginning in January 2025. He said nearly 84% of the department supports the idea. He said it will not lead to changes in the budget or operational policies. He said he has been asked about it in interviews, so it is something people are interested in. He believes it will enhance continuity and improve work-life balance for the staff. He also explained how staff fatigue can be managed in this new schedule.

Administrator Fragoso said she will remain cognizant of the overtime budget but said departments who use this sort of schedule have seen fewer callouts.

7. Miscellaneous Business

The next meeting of the Public Safety Committee will be Wednesday, June 12, 2024 at 11:00am.

8. Adjournment

Council Member Bogosian made a motion to adjourn, and Council Member Ward seconded the motion. The meeting was adjourned at 12:17pm.

Respectfully submitted,

Nicole DeNeane
City Clerk

ORDINANCE 2024 – XX
AN ORDINANCE TO AMEND TITLE 6 HEALTH AND SANITATION,
CHAPTER 2 ANIMALS, ARTICLE A GENERAL PROVISIONS TO INCLUDE
PROHIBITIONS AGAINST FEEDING WILDLIFE

WHEREAS, the City of Isle of Palms has a significant and growing wildlife population within City Limits; and

WHEREAS, the intentional feeding of wildlife encourages concentration and growth of animals in urbanized areas, which poses a hazard to humans, pets and plantlife; and

WHEREAS, the improper and intentional feeding of wildlife disrupts animal’s natural habitats as well as their feeding and foraging habits, as they become dependent upon human provided food sources; and

WHEREAS, the Isle of Palms City Council finds that regulating the feeding of wildlife is imperative to the health, safety and welfare of the animals and also to the City of Isle of Palms and its residents; and

WHEREAS, Isle of Palms City Council has the authority to enact new sections of its Code of Ordinances when deemed to be in the best interest of the citizens of the City, and now desires to do so as displayed below.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Councilmembers of the City of Isle of Palms, in Council assembled, that Section 6-2-8 and 6-2-9 be included under Title 6, Chapter 4, Article A of the City of Isle of Palms Code of Ordinances as follows:

SECTION 1. That Section 6-2-8 “Definitions” and Section 6-2-9 “Feeding Wildlife” be included to state as follows:

Section 6-2-8 Definitions

As used in this Ordinance, the following terms shall have the meanings indicated:

Wildlife – Animals that have not been domesticated or tamed and are usually living in a natural environment, including both game and nongame species such as deer, coyotes, opossums, raccoons, skunks and waterfowl.

Waterfowl – Any bird that frequents the water; an aquatic fowl, including but not limited to ducks, geese, swans, heron and egrets.

6-2-9 Feeding Wildlife

- (a) No person shall purposely feed or make food available for consumption by wildlife on private or public property within the City.
- (b) No person shall recklessly feed or make food available for consumption by wildlife on private or public property within the City.
- (c) Each property owner or person having control of the property shall have the duty to remove any materials or devices placed on the owner's property in violation of this section.
- (d) Nothing in this section shall apply to any agent of the City, County, State of South Carolina or Federal Agency lawfully engaged in a wildlife management program.

SECTION 2. That should any part of this Ordinance be held invalid by a Court of competent jurisdiction, the remaining parts shall be severable therefrom and shall continue to be in full force and effect.

SECTION 3. That all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as the same affect this Ordinance.

SECTION 4. That this Ordinance take effect and be in full force immediately.

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF ISLE OF PALMS, ON THE _____ DAY OF _____, 2024.

Phillip Pounds, Mayor

(Seal)
Attest:

Nicole DeNeane, City Clerk

First Reading: _____

Public Hearing: _____

Second Reading: _____

Ratification: _____



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-542027-45411.734RG

Issued: 04/29/2024

Quote Expiration: 07/01/2024

Estimated Contract Start Date: 10/01/2024

Account Number: 442309

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Isle Of Palm Police Dept - SC 30 J C Long Blvd Isle Of Palms, SC 29451-2282 USA	Isle Of Palms Police Dept - SC 30 J C Long Blvd Isle Of Palms SC 29451-2282 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Gershenson Phone: Email: rleinson@axon.com Fax:	Matt Storen Phone: (843)4713753 Email: mstoren@iop.net Fax: (843) 886-8527

Quote Summary

Program Length	60 Months
TOTAL COST	\$77,966.46
ESTIMATED TOTAL W/ TAX	\$84,983.43

Discount Summary

Average Savings Per Year	\$1,161.60
TOTAL SAVINGS	\$5,808.00

Payment Summary

Date	Subtotal	Tax	Total
Sep 2024	\$15,593.30	\$1,403.39	\$16,996.69
Sep 2025	\$15,593.29	\$1,403.39	\$16,996.68
Sep 2026	\$15,593.29	\$1,403.39	\$16,996.68
Sep 2027	\$15,593.29	\$1,403.39	\$16,996.68
Sep 2028	\$15,593.29	\$1,403.41	\$16,996.70
Total	\$77,966.46	\$7,016.97	\$84,983.43

Quote Unbundled Price: \$83,774.46
 Quote List Price: \$77,966.46
 Quote Subtotal: \$77,966.46

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Basic	TASER 7 Basic Bundle	22	60	\$53.40	\$49.00	\$49.00	\$64,680.00	\$5,821.20	\$70,501.20
A la Carte Hardware									
20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1			\$889.46	\$889.46	\$889.46	\$80.05	\$969.51
22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	44			\$40.25	\$40.25	\$1,771.00	\$159.39	\$1,930.39
22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	44			\$40.25	\$40.25	\$1,771.00	\$159.39	\$1,930.39
22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	110			\$40.25	\$40.25	\$4,427.50	\$398.47	\$4,825.97
22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	110			\$40.25	\$40.25	\$4,427.50	\$398.47	\$4,825.97
Total							\$77,966.46	\$7,016.97	\$84,983.43

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 7 Basic Bundle	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	22	1	09/01/2024
TASER 7 Basic Bundle	20018	AXON TASER - BATTERY PACK - TACTICAL	26	1	09/01/2024
TASER 7 Basic Bundle	20062	AXON TASER 7 - HOLSTER - BLACKHAWK RH	20	1	09/01/2024
TASER 7 Basic Bundle	20067	AXON TASER 7 - HOLSTER - BLACKHAWK LH	2	1	09/01/2024
TASER 7 Basic Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	09/01/2024
TASER 7 Basic Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	09/01/2024
TASER 7 Basic Bundle	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	09/01/2024
TASER 7 Basic Bundle	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	09/01/2024
TASER 7 Basic Bundle	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	09/01/2024
A la Carte	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	1	09/01/2024
A la Carte	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	110	1	09/01/2024
A la Carte	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	110	1	09/01/2024
A la Carte	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	44	1	09/01/2024
A la Carte	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	44	1	09/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	20248	AXON TASER - EVIDENCE.COM LICENSE	22	10/01/2024	09/30/2029
TASER 7 Basic Bundle	20248	AXON TASER - EVIDENCE.COM LICENSE	1	10/01/2024	09/30/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	26	09/01/2025	09/30/2029
TASER 7 Basic Bundle	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	22	09/01/2025	09/30/2029
TASER 7 Basic Bundle	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	09/01/2025	09/30/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	30 J C Long Blvd	Isle Of Palms	SC	29451-2282	USA

Payment Details

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$177.89	\$16.01	\$193.90
Annual Payment 1	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	110	\$885.50	\$79.69	\$965.19
Annual Payment 1	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	110	\$885.50	\$79.69	\$965.19
Annual Payment 1	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	44	\$354.20	\$31.88	\$386.08
Annual Payment 1	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	44	\$354.20	\$31.88	\$386.08
Annual Payment 1	T7Basic	TASER 7 Basic Bundle	22	\$12,936.01	\$1,164.24	\$14,100.25
Total				\$15,593.30	\$1,403.39	\$16,996.69

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$177.89	\$16.01	\$193.90
Annual Payment 2	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	110	\$885.50	\$79.69	\$965.19
Annual Payment 2	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	110	\$885.50	\$79.69	\$965.19
Annual Payment 2	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	44	\$354.20	\$31.88	\$386.08
Annual Payment 2	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	44	\$354.20	\$31.88	\$386.08
Annual Payment 2	T7Basic	TASER 7 Basic Bundle	22	\$12,936.00	\$1,164.24	\$14,100.24
Total				\$15,593.29	\$1,403.39	\$16,996.68

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$177.89	\$16.01	\$193.90
Annual Payment 3	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	110	\$885.50	\$79.69	\$965.19
Annual Payment 3	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	110	\$885.50	\$79.69	\$965.19
Annual Payment 3	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	44	\$354.20	\$31.88	\$386.08
Annual Payment 3	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	44	\$354.20	\$31.88	\$386.08
Annual Payment 3	T7Basic	TASER 7 Basic Bundle	22	\$12,936.00	\$1,164.24	\$14,100.24
Total				\$15,593.29	\$1,403.39	\$16,996.68

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$177.89	\$16.01	\$193.90
Annual Payment 4	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	110	\$885.50	\$79.69	\$965.19
Annual Payment 4	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	110	\$885.50	\$79.69	\$965.19
Annual Payment 4	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	44	\$354.20	\$31.88	\$386.08
Annual Payment 4	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	44	\$354.20	\$31.88	\$386.08
Annual Payment 4	T7Basic	TASER 7 Basic Bundle	22	\$12,936.00	\$1,164.24	\$14,100.24
Total				\$15,593.29	\$1,403.39	\$16,996.68

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$177.89	\$16.01	\$193.90
Annual Payment 5	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	110	\$885.50	\$79.71	\$965.21
Annual Payment 5	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	110	\$885.50	\$79.71	\$965.21
Annual Payment 5	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	44	\$354.20	\$31.87	\$386.07
Annual Payment 5	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	44	\$354.20	\$31.87	\$386.07
Annual Payment 5	T7Basic	TASER 7 Basic Bundle	22	\$12,936.00	\$1,164.24	\$14,100.24
Total				\$15,593.29	\$1,403.41	\$16,996.70

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

4/29/2024





Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-557804-45467.649RG

Issued: 06/24/2024

Quote Expiration: 07/15/2024

Estimated Contract Start Date: 11/01/2024

Account Number: 442309

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Isle Of Palm Police Dept - SC 30 J C Long Blvd Isle Of Palms, SC 29451-2282 USA	Isle Of Palms Police Dept - SC 30 J C Long Blvd Isle Of Palms SC 29451-2282 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Gershenson Phone: Email: rleinson@axon.com Fax:	Joseph Tumminelli Phone: 854-855-2138 Email: jtumminelli@iop.net Fax:

Quote Summary

Program Length	80 Months
TOTAL COST	\$51,041.40
ESTIMATED TOTAL W/ TAX	\$55,635.13

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$20,349.40	\$1,831.45	\$22,180.85
Oct 2025	\$5,115.35	\$460.38	\$5,575.73
Jun 2026	\$5,115.33	\$460.38	\$5,575.71
Jun 2027	\$5,115.33	\$460.38	\$5,575.71
Jun 2028	\$5,115.33	\$460.38	\$5,575.71
Jun 2029	\$5,115.33	\$460.38	\$5,575.71
Jun 2030	\$5,115.33	\$460.38	\$5,575.71
Total	\$51,041.40	\$4,593.73	\$55,635.13

Quote Unbundled Price:	\$51,041.40
Quote List Price:	\$51,041.40
Quote Subtotal:	\$51,041.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1			\$265.00	\$265.00	\$265.00	\$23.85	\$288.85
101211	AXON AIR - SKYDIO SPEAKER/MIC FOR X10	1			\$320.00	\$320.00	\$320.00	\$28.80	\$348.80
101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1			\$16,464.40	\$16,464.40	\$16,464.40	\$1,481.80	\$17,946.20
A la Carte Software									
100551	AXON AIR - PROGRAM MANAGEMENT FOR SKYDIO DRONES	1	80		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	80		\$35.08	\$35.08	\$14,032.00	\$1,262.88	\$15,294.88
101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	80		\$208.25	\$208.25	\$16,660.00	\$1,499.40	\$18,159.40
A la Carte Warranties									
101254	AXON AIR - SKYDIO CARE FOR X10 WITH CELLULAR 5G 3YR	1			\$3,300.00	\$3,300.00	\$3,300.00	\$297.00	\$3,597.00
Total							\$51,041.40	\$4,593.73	\$55,635.13

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101211	AXON AIR - SKYDIO SPEAKER/MIC FOR X10	1	1	10/01/2024
A la Carte	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1	1	10/01/2024
A la Carte	101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1	1	10/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	11/01/2024	06/30/2031
A la Carte	100551	AXON AIR - PROGRAM MANAGEMENT FOR SKYDIO DRONES	1	11/01/2024	06/30/2031
A la Carte	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	11/01/2024	06/30/2031

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101254	AXON AIR - SKYDIO CARE FOR X10 WITH CELLULAR 5G 3YR	1		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	30 J C Long Blvd	Isle Of Palms	SC	29451-2282	USA

Payment Details

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware + Training	101211	AXON AIR - SKYDIO SPEAKER/MIC FOR X10	1	\$320.00	\$28.80	\$348.80
Upfront Hardware + Training	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1	\$265.00	\$23.85	\$288.85
Upfront Hardware + Training	101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1	\$16,464.40	\$1,481.80	\$17,946.20
Upfront Hardware + Training	101254	AXON AIR - SKYDIO CARE FOR X10 WITH CELLULAR 5G 3YR	1	\$3,300.00	\$297.00	\$3,597.00
Total				\$20,349.40	\$1,831.45	\$22,180.85

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$2,338.67	\$210.48	\$2,549.15
Annual Payment 1	100551	AXON AIR - PROGRAM MANAGEMENT FOR SKYDIO DRONES	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	\$2,776.66	\$249.90	\$3,026.56
Total				\$5,115.33	\$460.38	\$5,575.73

Jun 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$2,338.67	\$210.48	\$2,549.15
Annual Payment 2	100551	AXON AIR - PROGRAM MANAGEMENT FOR SKYDIO DRONES	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	\$2,776.66	\$249.90	\$3,026.56
Total				\$5,115.33	\$460.38	\$5,575.71

Jun 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$2,338.67	\$210.48	\$2,549.15
Annual Payment 3	100551	AXON AIR - PROGRAM MANAGEMENT FOR SKYDIO DRONES	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	\$2,776.66	\$249.90	\$3,026.56
Total				\$5,115.33	\$460.38	\$5,575.71

Jun 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$2,338.67	\$210.48	\$2,549.15
Annual Payment 4	100551	AXON AIR - PROGRAM MANAGEMENT FOR SKYDIO DRONES	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	\$2,776.66	\$249.90	\$3,026.56
Total				\$5,115.33	\$460.38	\$5,575.71

Jun 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$2,338.67	\$210.48	\$2,549.15

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100551	AXON AIR - PROGRAM MANAGEMENT FOR SKYDIO DRONES	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	\$2,776.66	\$249.90	\$3,026.56
Total				\$5,115.33	\$460.38	\$5,575.71

Jun 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	\$2,338.67	\$210.48	\$2,549.15
Annual Payment 6	100551	AXON AIR - PROGRAM MANAGEMENT FOR SKYDIO DRONES	1	\$0.00	\$0.00	\$0.00
Annual Payment 6	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	\$2,776.66	\$249.90	\$3,026.56
Total				\$5,115.33	\$460.38	\$5,575.71

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

0000

Signature

Date Signed

6/24/2024





PURCHASE AGREEMENT
FOR SUTPHEN FIRE APPARATUS

THIS AGREEMENT made and entered into this ____ day of _____, 20__ by and between THE SUTPHEN CORPORATION, an Ohio Corporation, of Dublin, Ohio, hereinafter called "SUTPHEN" and the _____ of _____, hereinafter called "PURCHASER", sets forth the terms whereby Purchaser agrees to purchase a fire apparatus from Sutphen pursuant to the terms contained herein.

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal dated _____ and made a part hereof, and the Proposal Price Page with the Sutphen Terms and Conditions also made part of this Agreement as attached hereto ("Proposal").
2. **PURCHASE PRICE:** Purchaser agrees to pay for said apparatus and equipment the total Purchase Price of _____ (\$_____).

Changes to National Fire Protection Association ("NFPA") 1900, Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments or changes in part availability or vendor relationships that impact the cost to manufacture the truck may incur additional charges which shall be borne by the purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturers, seat manufacturers, electrical power supplies (generators) and powertrain (engine & transmission). Sutphen shall provide written notice to the Purchaser as soon as it reasonably believes any provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

Any such changes shall be documented on a change order executed by both Sutphen and Purchaser.

3. **PAYMENT:** Final payment shall be made at the time of final inspection at the factory as per Sutphen Proposal Terms and Conditions. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

4. **FINAL COMPLETION**: The apparatus and equipment being purchased hereunder shall be completed within approximately _____ months after the receipt and acceptance of this agreement at Sutphen's office as per Sutphen Proposal, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.
5. **MANUFACTURER'S CERTIFICATE OF ORIGIN**: Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with the terms of this Agreement. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen.
6. **SUTPHEN WARRANTIES**: Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.
7. **SHORTAGES AND OMISSIONS**: The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

8. **DEFAULT:** In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.
9. **PURCHASER GUARANTEES:** With the signing of this agreement, Purchaser attests that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
10. **ACCEPTANCE:** This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
11. **TAXES, ETC.:** The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
12. **INSURANCE:** Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.
13. **TERMINATION:** After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion:(a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.
14. **GENERAL:** This agreement and the Sutphen Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen Proposal. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is also issued, this Agreement and the Sutphen Proposal Terms and Conditions shall supersede the terms in the Purchase Order where terms may be inconsistent. This Agreement may be signed in counterparts by the parties, each

of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

15. **GOVERNS:** This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

**SALES REPRESENTATIVE OF
THE SUTPHEN CORPORATION**

PURCHASER

By _____
Sales Representative

Accepted at offices of:
The Sutphen Corporation
6450 Eiterman Rd.
Dublin, Ohio 43016

By _____

Title _____

Date _____

By _____

By _____

Title _____

Title _____

Date _____

Date _____



Schindler Elevator Corporation
900 Center Park Drive
Suite D
Charlotte, Mecklenburg, NC 28217-2962

UPGRADE ORDER AGREEMENT

Date: 05/22/2024

Estimate Number: SJON-CYPMDM (2023.6.1)

To:
Isle Of Palms Fire Department
Po Box 508
Isle Of Palms, SC 29451

Customer:
Isle Of Palms Fire Station 2
44 41st Ave
Isle Of Palms, SC 29451-2602

As a Leader in the elevator industry, we are continuously investing in solutions that will help reduce repair and operating costs due to unforeseen events that impact your elevator system. We recommend the following scope of work to return the unit to service and create a greater level of operational reliability, efficiency and reduced down-time for callbacks.

Scope of Work / Water Damage to Pit Equipment

- Secure the equipment in a safe fashion to ensure a proper safe environment.
- Provide and install the following elevator components:
 - a. Clean pit and paint pit equipment to help alleviate rusting
 - b. Replace water damaged rupture valve in pit
 - c. Replace water damaged hydraulic cylinder packing
 - d. Replace oil line, victaulic fittings, victaulic couplings, and victaulic tees
 - e. Replace pipe stands
 - f. Replace relating cable and relating sheaves
 - e. Replace traveling cable and kellums grips
- Make necessary adjustments, test for proper operation, and return the unit to service.
- Upon completion of this work, all debris will be removed from the jobsite.

PLEASE NOTE: This is our initial findings for water damage in the elevator pit. Any additional items found will be proposed separately.

Original Cost: \$69,311.00
10% Discount: (6,931.10)

Total Cost with Discount: \$62,379.90

Additional trip for remobilization of a team: \$5,600

Total Cost with Remobilization: 67,979.90



Price: \$67,979.90, plus applicable taxes. (Quotations valid for 30 days; price based upon work during regular working hours of regular working days.)

***Financing available (see below)**

Payment: 50% of the price is due upon acceptance of this proposal;
40% of the price is due as work progresses within 30 days of invoice;
Balance due upon completion, within 30 days of invoice.

Schindler reserves the right not to source material or schedule labor for the above quoted work until initial payment has been received.

Schindler retains title to any equipment furnished hereunder until final payment is made. Late or non-payment will result in assessment of interest charged at a rate of 1 1/2% per month or the highest legal rate available, and any attorneys' fees, expenses, and costs of collection. The customer understands that this is a fixed price proposal. Supporting documentation for materials and/or labor shall not be a condition precedent for payment in full to be made to Schindler.

Available Financing: Schindler understands that the cost of capital improvements can put a strain on a property's budget. For this reason, Schindler has teamed with leading financial organizations (Lender) in an effort to help our customers sort through the best options to fund these capital improvements. The financing is done directly between the Lender and you, our customer. In return, Schindler requires that you enter into a new 5-year maintenance agreement with Schindler.

Often times, other building systems will need upgrades as a part of the elevator or escalator improvements. The cost of the related work can be rolled into the total finance package with the Lender.

As an example, if you finance \$25,000.00 for 60 months, your monthly payment would be approximately \$510.00 plus any applicable state and federal tax. The monthly finance payment is an approximation and will be finalized between you and the Lender.

Financing is subject to the borrower's qualifications, including income, property evaluation, sufficient equity and final credit approval. Approvals are subject to underwriting guidelines, interest rates, and program guidelines. Loans are subject to change without notice based upon eligibility and market conditions. This is not a commitment to make a loan as financing options are subject to credit checks and approval.

This program is offered and provided through third-party financial organizations and are dependent upon those entities' rules, regulations, and restrictions.

If the maintenance agreement is cancelled for any reason prior to the 60-month term, all remaining balances become due immediately.

Your sales representative will be happy to facilitate the process moving forward if you are interested in our financing option. The finance credit approval form can be found attached to this document.



The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

By: Jack Masters

For: Schindler Elevator Corporation

Title: Sales Representative

Date: 12/21/2023

Accepted:

By: _____

For: Isle Of Palms Fire Department

Title: _____

Date: _____

Approved:

By: Mark Lester

Title: Sales Manager

Date: _____



TERMS AND CONDITIONS

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
2. No work, service materials or equipment other than as specified hereunder is included or intended.
3. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
4. Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages.
5. Any cutting and patching is by others and not included in this work.
6. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
7. We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. Our duty under this warranty is to correct nonconformance or defect at our expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser's remedies hereunder are exclusive.
8. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.
9. For non-maintenance contract customers, Customer hereby agrees, without limitation, to defend, indemnify, release and hold harmless Schindler and its employees, affiliates, divisions, parent entities, predecessors and successors, representatives and agents from and against all claims, liabilities, losses, injuries, death, damages, fines, penalties, payments, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or relating to the Work performed by Schindler under this Agreement.
INSURANCE: At a minimum, Customer shall provide to Schindler, insurance coverages as set forth within, and a certificate of insurance evidencing such coverage: Comprehensive General Liability (including Products Liability, Completed Operations, Broad Form Property damage, and Blanket Contractual Liability) in the amounts of \$2M per occurrence, \$5M aggregate. Schindler Holding, Ltd., Schindler Elevator Corporation, and Schindler Enterprises, Inc. shall be named as additional insureds on the above referenced policies, pursuant to ISO Form CG 2010 11/85, and shall appear as such on the Certificate of Insurance. Insurance shall provide a waiver of subrogation in favor of the entities named as additional insureds. Insurance shall be primary over any other valid and collectible insurance. Any deductible / retention is the responsibility of the Named Insured.
10. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.
11. In the event of governmental changes to applicable tariffs, tax rates, including but not limited to sales tax, use tax, excise tax, privilege tax, transaction tax and similar changes, or loss of tax exempt status, Schindler reserves the rights to adjust the contract price accordingly to account for all additional cost impacts.
12. We reserve the right to modify price and schedule without penalty due to material or component shortages, increases in inflation and/or material price increases based upon the S&P Material Price Index (MPI).



Schindler Elevator Corporation

900 Center Park Drive
Suite D
Charlotte, Mecklenburg, NC 28217-2962
Phone:
Fax:

Date: July 14, 2024

To:

Craig K. Oliverius
Fire Chief
City of Isle of Palms Fire Department
30J.C. Long Boulevard
Isle of Palms, South Carolina 29451

Attn: Craig K. Oliverius

Schindler Elevator Corporation is the manufacturer of the Schindler 330A elevator. The 330A elevator was designed by Schindler and Schindler is the sole manufacturer of this model of elevator. The Schindler 330A elevator is not sold to other elevator companies and is sold and installed only by Schindler Elevator Corporation factory trained technicians.

Sincerely,

Denis S Davis
General Manager Carolinas
Schindler Elevator Corporation

Craig K. Oliverius
Fire Chief
P.O. Box 508
Isle of Palms, South Carolina 29451



Office: (843) 886-4410
Fax: (843) 886-0097
Mobile: (843) 345-9921
coliverius@iop.net

Isle of Palms Fire & Rescue July 10, 2024

City Administrator Desiree Fragoso

City of Isle of Palms
1207 Palm Blvd
Isle of Palms, SC 29451

Dear City Administrator Fragoso,

I hope this message finds you well. I am writing to propose a restructuring of the Isle of Palms Fire Department administration upon the retirement of Deputy Chief Richard Hathaway on October 14th, 2024. This proposed restructuring aims to enhance our department's efficiency and effectiveness in handling both current and future operational demands.

Proposal for Restructuring

Current Structure

Presently, our fire department operates under a model with a single Deputy Chief who oversees operations and administration. While this structure has served us well, the increasing complexity of our operations and the addition of new programs necessitate a more specialized approach to leadership.

Proposed Structure

I propose transitioning from one Deputy Chief to a model with two Deputy Chiefs: a Deputy Chief of Operations and a Deputy Chief of Special Operations. This change involves reclassifying the current role of Deputy Chief of Operations/Administration to Deputy Chief of Operations and reclassifying the position of Battalion Chief of Training to Deputy Chief of Special Operations.



ISLE OF PALMS FIRE & RESCUE



Craig K. Oliverius
Fire Chief
P.O. Box 508
Isle of Palms, South Carolina 29451



Office: (843) 886-4410
Fax: (843) 886-0097
Mobile: (843) 345-9921
coliverius@iop.net

Deputy Chief of Operations

The Deputy Chief of Operations would supervise and oversee the following functions:

- Emergency Fire Operations
- Emergency Rescue Operations (land-based)
- Emergency Hazardous Materials Operations
- Non-Emergent Daily Operations

Deputy Chief of Special Operations

The Deputy Chief of Special Operations would supervise and oversee the following functions:

- Marine Firefighting Operations
- Water Rescue Operations
- Special Rescue Operations
- Emergency Medical Operations
- Emergency Management (ICS)

Benefits of the Proposed Structure

1. **Enhanced Efficiency and Focus:** By dividing responsibilities between two Deputy Chiefs, we can ensure a more focused and efficient management of both routine and specialized operations. Each Deputy Chief will have the capacity to dedicate their expertise and attention to their respective areas, leading to improved performance and outcomes.
2. **Specialized Leadership:** The increasing complexity of fire and rescue operations, particularly with our advanced marine firefighting and water rescue capabilities, necessitates specialized leadership. The Deputy Chief of Special Operations will bring focused attention and expertise to these critical areas.



ISLE OF PALMS FIRE & RESCUE



Craig K. Oliverius
Fire Chief
P.O. Box 508
Isle of Palms, South Carolina 29451



Office: (843) 886-4410
Fax: (843) 886-0097
Mobile: (843) 345-9921
coliverius@iop.net

3. **Improved Oversight and Accountability:** The division of responsibilities will enable better oversight and accountability, ensuring that all operational and training functions receive the necessary attention and resources. This restructuring will help prevent any responsibilities from being overlooked and promote a more organized and responsive department.
4. **Support for New and Future Programs:** As we continue to expand our capabilities and introduce new programs, having dedicated leaders for both general and specialized operations will allow us to manage growth more effectively. This structure will support the development and implementation of future initiatives.

Conclusion

I believe this restructuring will provide a more effective leadership model for our department, ensuring that we continue to meet the high standards of service expected by our community. The proposed division of labor will enhance our ability to manage both daily operations and specialized rescue missions, positioning us for continued success in serving the City of Isle of Palms.

I kindly request your consideration of this proposal and am available to discuss it further at your convenience. Thank you for your time and attention to this matter.

Sincerely,

Craig Oliverius
Fire Chief
Isle of Palms Fire & Rescue



ISLE OF PALMS FIRE & RESCUE



Craig K. Oliverius
Fire Chief
P.O. Box 508
Isle of Palms, South Carolina 29451



Office: (843) 886-4410
Fax: (843) 886-0097
Mobile: (843) 345-9921
coliverius@iop.net



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