



**Public Safety Committee**  
**11:00 a.m., Tuesday, August 6, 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](mailto: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** – July 17, 2024
4. **Old Business**  
Discussion of proposed ordinance prohibiting feeding wildlife
5. **New Business**
  - a. Discussion of Police Department proposal to change Police Captain position to Deputy Police Chief
  - b. Consideration of approval of implementation of new building access control system for Public Safety Building and Fire Station 2 [FY25 Budget, Capital Projects Fund, State ATAX]
  - c. Consideration of approval of training room IT upgrades [FY25 Budget, State ATAX and Hospitality Tax Funds]
  - d. Report on summer traffic volumes based on SCDOT Connector traffic counts
6. **Miscellaneous Business** – Next meeting date: 9am, October 1, 2024
7. **Adjournment**



**Public Safety Committee Meeting**  
**9:00am, Tuesday, July 17, 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**

Ryan Killian, 219 Forest Trail, came before the Committee to express his concerns about residents feeding raccoons near his home, which he says is dangerous to his family with young children. He said he has asked the neighbors to stop feeding them and they have refused. He said he has trapped and relocated some of the animals, but it is very expensive. He asked the Committee to consider an ordinance that would prohibit the feeding of wild animals.

**3. Approval of Previous Meeting Minutes – May 7, 2024**

**MOTION: Council Member Anderson made a motion to approve the minutes of the May 7, 2024 meeting. Council Member Ward 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 move the discussion of traffic to the last item under New Business. Council Member Anderson seconded the motion. The motion passed unanimously.**

**4. Old Business -- none**

**5. New Business**

**A. Discussion of proposed ordinance prohibiting feeding wildlife**

Administrator Fragoso said she fully supports the passage of such an ordinance. She said in the proposed ordinance wildlife is defined as any animals that have not been domesticated. Council Member Bogosian asked if the ordinance includes the feeding of birds, and Chief Cornett said no. The ordinance does define waterfowl in the definition of animals that cannot be fed. He will also look to the County's ordinance about the feeding of feral cats so that they are in adherence with County laws. He said that addressing the cat and raccoon problem will ultimately help the coyote problem. He also said it does not make feeding your dog outside illegal. The intent is

specific to the prohibition of feeding wild animals. The fine could be as high as \$500 and or 30 days in jail.

Council Member Ward said he would not support an ordinance that prohibits the feeding of feral cats.

**MOTION: Council Member Bogosian made a motion to recommend the ordinance to City Council for discussion and consideration with the addition of information about feral cats. Council Member Anderson seconded the motion. The motion passed unanimously.**

**B. 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]**

Chief Cornett said the current tasers are no longer being supported and the new tasers have increased technology and safety features. This subscription service will replace broken tasers at no cost and will provide training and annual certification.

**MOTION: Council Member Bogosian made a motion to approve and recommend this purchase to City Council. Council Member Anderson seconded the motion. The motion passed unanimously.**

**C. 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]**

Chief Cornett said congressional law no longer allows for the use of foreign-made drones. The higher expense in the first year of this subscription covers the cost of the drone. He gave details on how the drone has been and will be used for public safety.

**MOTION: Council Member Bogosian made a motion to approve and recommend this purchase to City Council. Council Member Anderson seconded the motion. The motion passed unanimously.**

**D. 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**

Administrator Fragoso said the FY27 budget assumes the City will incur debt for the purchase of this truck. A letter of intent from the City is needed now to ensure the City's place in the production line. The letter will also save the City from price increases. Chief Oliverius detailed the need to replace the ladder truck.

No down payment is needed with the letter of intent, but some portion of the money will be due about 14-15 months into production and then the remainder due at delivery.

Chief Oliverius said ISO requires certain pieces of fire equipment to maintain ratings and lower insurance rates. The ladder truck is necessary in an area with wind-driven fire potential and numerous elevated occupancies.

**MOTION: Council Member Anderson made a motion to recommend to City Council the issuing of a letter of intent for the purchase of a ladder truck to replace the 2003 95' ladder truck in FY27. Council Member Bogosian seconded the motion. The motion passed unanimously.**

**E. 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]**

Administrator Fragoso said Schindler is the only company that can provide this service. A full memo explaining the need for sole sourcing will be presented at the City Council meeting. The current elevator was damaged by flooding, which should not be a concern moving forward thanks to the drainage work done along 41<sup>st</sup> Avenue.

**MOTION: Council Member Bogosian made a motion to approve and recommend this purchase to City Council. Council Member Anderson seconded the motion. The motion passed unanimously.**

**F. Discussion of Fire Department restructuring proposal for command staff**

Administrator Fragoso explained that Chief Hathaway will be retiring at the end of October. No new positions will be added to the Fire Department, but a restructuring will “provide a little bit more of a seamless transition when it comes to the addition of the EMS program.”

Chief Oliverius said this restructuring will increase efficiencies, allow for more operational ownership, and improve operations. Administrator Fragoso referenced the organizational chart in the meeting packet.

Chief Oliverius said that following Council’s approval of the plan he will advertise for the new positions internally first and will use a panel of outside assessors to help with the selection process. He would like the positions filled by September so Chief Hathaway’s successor can take advantage of his institutional knowledge.

Administrator Fragoso added that this restructuring allows for the unique ability to move up in a small department.

**MOTION: Council Member Bogosian made a motion to approve and recommend the restructuring to City Council. Council Member Anderson seconded the motion. The motion passed unanimously.**

**G. Traffic Report**

Council Member Anderson’s notes regarding her traffic observations are attached to these minutes. She believes regular traffic updates and discussion are needed to continue to improve traffic flows on the island. This discussion is to be focused on traffic flow on the Isle of Palms Connector. She believes a signal timing study at the Rifle Road intersection is key in helping traffic flow off the island especially when traffic is backed up due to a summer afternoon thunderstorm. It is important to have data to share with SCDOT when requesting a change.

Chief Cornett noted that the Town of Mt. Pleasant has always been quick to help during heavy traffic times by placing extra officers at the intersection with Rifle Range Road and allowing for special signal timing during the summer.

Chief Cornett spoke about the department's goal to reduce collisions. He said there has been a noticeable reduction in traffic collisions on the island. Between May 1 and July 16, there were 42 collisions in 2022, 41 collisions in 2023, and 28 in 2024. Most collisions happen around Palm Blvd. & 14<sup>th</sup> and the front beach area. Most are fender benders.

The traffic discussion will continue at the next meeting.

**6. Miscellaneous Business**

The next meeting of the Public Safety Committee will be Wednesday, August 6, 2024 at 11:00am.

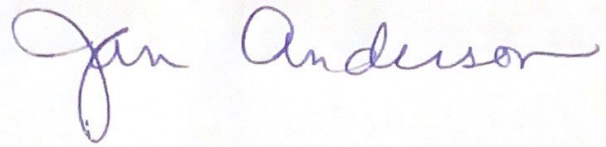
**7. Adjournment**

Council Member Anderson made a motion to adjourn, and Council Member Bogosian seconded the motion. The meeting was adjourned at 9:57am.

Respectfully submitted,

Nicole DeNeane  
City Clerk





## 2024 Traffic Observations, IOP Connector (SC 703)

The theoretical capacity of a two-lane two-way road is about 24,000 vpd (vehicles per day) usually reported in an average annual daily traffic volume (aadt). Capacity at intersections is usually the limiting factor on urban streets and is measured in vehicles per hour (vph). A single lane at an intersection has an ideal capacity of 2000 vph but many factors affect that capacity.

### Factors affecting roadway capacity:

- 1) Peaking characteristics: Traffic on the island is atypical, having no unique am (7-9) or pm (4-6) peak periods but rather increases gradually in the morning until 10 or 11 am, remaining high until late afternoon when it gradually decreases. So we get more efficient use of the roads throughout the day.
- 2) Day of the week: weekday traffic flow is usually highest during am and pm rush hours; island traffic is highest during off-peak times on weekdays and on weekends. This creates a signal timing opportunity different from Mt Pleasant's needs.
- 3) Directional distribution: traffic flow is more balanced on and off the island than for off-island roads. This is also more efficient use of roadway.
- 4) Proportion of heavy trucks (18 wheelers): the volume of heavy trucks is low which also business and contributes to maximizing capacity. Most of our "Trucks" are pickup trucks and vans. Only construction supplies are delivered by heavy trucks.
- 5) Driveways: Vehicles entering and exiting driveways slow traffic and may cause delays. Fortunately there are no driveways on the Connector, maximizing road capacity.
- 6) Parking: vehicles parking and unparking can reduce roadway capacity. There is no parking along the Connector, maximizing capacity.
- 7) Signal green time allocated to an intersection approach is the single greatest factor affecting capacity. There are two intersections at each end of the Connector (at Rifle Range and Palm Blvd) that affect the Connector's capacity. Because signal time is split among four or more separate phases, Connector capacity is reduced by as much as half or more at Rifle Range Rd. and possibly by a third at Palm Blvd. Additional through and turn lanes added at intersections increase capacity.

### Traffic Data

- 1) Traffic volumes on the Connector consistently exceed 20,000 vpd throughout the year, and are over a theoretical capacity of 24,000 vpd throughout the summer season. Volumes have been record over 29,000 vpd every Saturday in June 2024.
- 2) Intersection capacity is harder to calculate without turning movement volumes and signal timing data but it is clear that the volumes cannot be processed through the two intersections as the signals are timed today. A signal timing study for these intersections will allow the intersections to function more efficiently and somewhat relieve congestion.
- 3) If the connector is restriped to include one lane onto the island and two lanes off of the island, the additional lane will increased stacking capacity and improve flow off of the island and through the Rifle Range Rd. intersection.
- 4) If the two signals are interconnected, then traffic would flow more smoothly off of the island. However, the limiting factor today is the capacity of the Rifle Range Rd. Intersection to process island traffic.
- 5) It appears that 2024 traffic volumes on the Connector are similar to 2023 volumes which may indicate that the road has reached its limit. When roadway capacity is reached, any increases result in gridlock and throughput is seriously impaired. We have experienced that condition several time this summer when it has taken more than an hour to get on or off the island.
- 6) It appears that delays increase when one-way volumes on the Connector exceed 1100 vph which is occurring as early at 11 am on our busiest days.
- 7) The highest volumes on and off of the island occur during weekday off-peak times and on weekends. In contrast Mt. Pleasant traffic volume is highest on weekdays during am and pm rush hours. There is an opportunity to capitalize on this difference in need at the Rifle Range Rd. Intersection by reallocating weekday off-peak signal time (10 am - 4:30 pm) and on weekends to benefit island traffic without jeopardizing traffic flow on other approaches.



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 can lead to various ecological and public health issues, including increased human-wildlife conflicts, the spread of disease, and encourages concentration and growth of animals in urbanized areas, which poses a hazard to humans, pets and plant life; and

WHEREAS, the improper and intentional feeding of wildlife disrupts ~~animals~~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 ~~it's~~sits 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 ~~is hereby enacted to specifically read~~ 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.

*Feeding* – The act of providing food, whether intentionally or unintentionally, to wildlife.

*Feral Cats* – Cats that are domesticated but have reverted to a wild state and live independently of human care.

*Bird Feeders* – Devices specifically designed for the purpose of providing food to birds.

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#### 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.

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#### 6-2-10 Exemptions

- a) The feeding of feral cats is exempt from the provisions of this ordinance, provided that the feeding is conducted in a responsible manner that minimizes the attraction of other wildlife.
- ~~(a)~~ b) Bird feeders are also exempt from the provisions of this ordinance, provided that the feeders are maintained in a clean and sanitary manner and any spilled or excess seed is promptly cleaned to avoid attracting wildlife.



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:

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## Position Description

*To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.*

<b>Job Title:</b>	<b>Police Deputy Chief</b>
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**Department:** Police  
**Pay Grade:** G10  
**FLSA Status:** Non-Exempt

### **JOB SUMMARY**

The purpose of this position is to serve as the commanding officer of a work unit. Incumbents in this class perform various administrative duties relating to the planning, coordinating, and executing of policing functions. Incumbents work within broad guidelines and departmental rules, policies, and procedures when determining the most appropriate way to carry out departmental functions. As a member of the department's senior management team, participates in decision-making regarding the overall operation and direction of the police department.

### **ESSENTIAL JOB FUNCTIONS:**

- Serves as the second in command of the police department.
- Assists the Police Chief in the planning, organizing, and directing of the overall functions of the department.
- Supervises, trains, and directs Support Services supervisors and personnel or Patrol supervisors and personnel depending on assigned role. Meets daily with command staff and the Chief; and oversees daily work schedules and makes assignments as required by the needs of the service.
- Researches and develops draft department policies, procedures and City law enforcement ordinances as required by the Police Chief in implementing directives from the City Administrator and City Council.
- Enforces departmental rules, regulations, procedures, and work methods, imposes disciplinary action when necessary.
- Supervises and coordinates the activities of the divisions within the assigned role as either Patrol Commander or Support Services Commander to support the effective, efficient and professional delivery of police services to the community.
- Provides assignments and instructions to members of Department, provides them with needed advice and assistance when difficult and unusual problems arise, and checks their work to see that proper procedures are followed, that reasonable standards of workmanship, conduct, and output are maintained, and that desired police objectives are achieved.
- Ensures that division personnel are assigned to shifts or working units which provide optimum effectiveness in terms of current situations and circumstances governing deployment.

- Handles grievances, maintains departmental discipline and the general conduct of personnel.
- Assists with the development of the annual budget proposal.
- Prepares and delivers public addresses on crime prevention and general public notices.
- Conducts performance appraisals of the division supervisors and reviews the monthly chronological entries of other personnel.
- Assists in the development of long-range manpower and equipment estimates and ensures the proper complement of personnel to support all regular and special duty law enforcement activities.
- Prepares and reviews operational and administrative reports for the Chief of Police.
- Develops and manages training programs for new personnel.
- Ensures operation of equipment by practicing responsible use, completing preventive maintenance requirements, following manufacturer's instructions, and evaluating new equipment and techniques.
- Prepares special and regular department reports, such as crime summaries and regular department reports.
- Responds to serious crime incidents and directs crime scene activities in the absence of the Police Chief.
- Prevents crime by explaining and enforcing applicable federal, state, and local laws and ordinances; teaching preventive, protective, and defensive tactics; mediating disputes; patrolling assigned area; responding to notices of disturbances; conducting searches; observing suspicious activities; and detaining suspects.
- Apprehends suspects by responding to complaints and calls for help, observing violations, and making arrests.
- Conducts criminal investigations by gathering evidence, interviewing victims and witnesses, and interrogating suspects.
- Documents observations and actions by radioing information and completing reports.
- Refers to policy and procedures manuals, computer manuals, codes / laws / ordinances / regulation, publications, and reference texts, etc.
- Performs other related duties as assigned.

#### **MINIMUM REQUIREMENTS TO PERFORM WORK:**

- High school diploma or equivalent;
- Four (4) years of experience in law enforcement, two (2) years of which have been in supervisory positions; and
- Or equivalent education and/or experience.
- Achievement and maintenance of firearms proficiency according to departmental standards.
- Completion of advanced training courses in all areas of law enforcement.
- Possession of a valid South Carolina driver's license.
- Possession of, or ability to obtain within six (6) months of employment, Red Cross or other accredited certification in Cardio-Pulmonary resuscitation (CPR).

#### **Knowledge, Skills and Abilities:**

- Knowledge of state, local and federal laws pertaining to the general exercise of law enforcement activities.
- Knowledge of the principles, practices, and procedures of jurisdictions.
- Knowledge of advance law enforcement methods.
- Knowledge of department procedures and commitment to chain of command.
- Knowledge of management, planning and supervisory methods and procedures.

- Knowledge of City and local geography.
- Knowledge of the use and care of firearms.
- Knowledge of equipment typical of law enforcement duties.
- Knowledge in the use of computers, including word processing and permitting software; calculator, portable radio, phone, fax, audio and camera, and other related equipment.
- Skill in organizing, directing, and supervising the work of others.
- Ability to manage people and to develop department policies and procedures.
- Ability to communicate well verbally and in writing with the general public and the news media.
- Ability in written and oral communication.
- Ability to work well with other City officials and the general public.
- Ability to perform vigorous physical ability.
- Ability to maintain physical conditioning to be able to perform all duties of police officer on Isle of Palms according to departmental standards.
- Ability to operate various types of vehicles including a variety of law enforcement equipment.
- Ability to work an irregular schedule, which includes holidays, evenings, and/or varying hours, as assigned.

**PHYSICAL DEMANDS:**

The physical demands consist of medium work which requires exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects The incumbent must have the ability to balance while maintaining body equilibrium; climb, crawl, and crouch by bending the body downward; use hands and fingers to feel, grasp, and handle; hear by perceiving the nature of sounds at normal speaking levels; kneel by bending legs to come to a rest; mental acuity; use hands and arms to lift, pull, push, and reach; make repetitive motions; speak and talk, stand, walk, and stoop; and use visual acuity by viewing things including color, depth perception, and field vision.

**WORK ENVIRONMENT:**

Work is typically performed in a variety of daily environmental conditions, both indoors and mostly outdoors, with exposure to wide and extreme temperature variations including wetness and/or humidity.

*The City of Isle of Palms has the right to revise this position description at any time, and does not represent in any way a contract of employment.*

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor (or HR) Signature

\_\_\_\_\_  
Date

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**INTEROFFICE MEMORANDUM**

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**TO:** DESIREE FRAGOSO, CITY ADMINISTRATOR

**FROM:** CHIEF KEVIN CORNETT

**SUBJECT:** BUDGETED PUBLIC SAFETY BUILDING ACCESS CONTROL SYSTEM - CONVERGINT

**DATE:** 9/3/2024

**CC:** FIRE CHIEF C. OLIVERIOUS



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This memorandum is being written to outline the decision to move forward with Convergent as the company to install an updated access control system for the Isle of Palms Public Safety Building. The upgrade is included in the current fiscal year budget. The project is funded in Police Department Capital Projects Fund 20-4440.5085 (\$31,250) and Police Department State Accommodations Tax Fund 50-4420.5085 (\$31,250) and in Fire Department Capital Projects Fund 20-4540.5085 (\$31,250) and Fire Department State Accommodations Tax Fund 50-4520.5085 (\$31,250).

Our team worked diligently to make sure that we found a company that had a great reputation amongst other agencies and that they had the knowledge to provide the best system for our project. The recommended company to conduct this project, Convergent, is on SC State Contract and used that state contract pricing to provide the quote.

We looked at multiple companies as we explored this project. Convergent was not the lowest quote, but they provided the best and most up to date system that would allow this to be a turnkey product. They were the most professional company out of those that we talked with. Convergent is also very familiar with working with local and state agencies in this capacity. This company provides this type of system for SC Department of Administration (State House Complex), City of Orangeburg, University of SC, and SC Emergency Management to name a few.

Convergent has been very responsive to our questions and they appear to be ready to move on this project quickly.



2456 Remount Rd. Suite 300  
North Charleston, SC 29406  
Phone (843) 823-5779 Mobile (803) 605-2278  
adair.day@convergint.com

August 9, 2024

City of Isle of Palms  
Public Safety Building  
30 J.C. Long Blvd. Isle of Palms, South Carolina 29451  
Attention: Desiree Fragoso, City Administrator

Quotation: AD13618229P  
SC Contract: #4400032401

Reference: Access Control - Public Safety Bldg.

**Business Objective:** This project aims to establish a non-proprietary, web-based, scalable, and widely serviceable access control system (S2) that will redefine the City's security, offering seamless access, ease of management, and enhanced security citywide. Through our partnership with S2 and the commitment of Convergent, you'll experience dedicated local service, specialized local government sales support, and the assurance of deep discounts and valuable resources, transforming IOP into a safer and more efficient environment.

On behalf of Convergent's global network of colleagues, I would like to personally thank you for providing Convergent with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergent's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergent has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergent as your partner.

## **Scope of Work**

### Convergint Will:

- Provide and install new S2 access control system for the City of Isle of Palms Public Safety Building. S2 is a browser-based access control system.
- The current system is an existing iPoint system utilizing HID Edge controllers for each door. Convergint will replace all those with new Mercury Intelligent one door controllers. Some existing controllers are not installed above the ceiling, Convergint will remove and install new controller above the ceiling.
- The new system will consist of thirty-seven (37) doors.
- Convergint will be adding one (1) new door at the 1<sup>st</sup> floor Fire Stairwell.
- Convergint will be replacing all existing card reader with new HID Signo readers.
  - Card reader with keypads will be added to five doors:
    - New Fire Stairwell door – card or pin
    - Door next to rollup door – card or pin
    - Top Fire Stairwell door – card or pin
    - Bay door – card or pin
    - Evidence Room – two factor card read + pin required.
- Convergint will replace existing maglock on the rear lobby door.
- Convergint will replace existing Aiphone intercom with new JP series door station and master.
- Convergint will get front main lobby door working. Door currently has electrified crash bars and ADA opener.
- Convergint will eliminate Alarm room, Turn-out gear, and Training room from the system.
- All IP devices will undergo Convergint's multi-step hardening process to be in accordance with the industries highest cyber standards, prior to any installation. This will ensure the maximum cyber protection is afforded to the City of IOP by reducing any vulnerabilities and using unique passwords.

### *Exclusions/Notes:*

- Convergint will utilize existing network ports for access control boards.
- Power should be available where needed.
- IP addresses
- All work is priced during normal business hours (M-F, 8-5)
- All existing material subject for reuse is assumed to be in good, working condition including but not limited to cabling, locking hardware, readers, etc.
- Convergint will not be providing but rather the City will reuse existing card printer and camera for badging.

***This proposal has been priced according to the South Carolina State Contract.***

## **Invoicing and Payment Schedule**

In accordance with the South Carolina State Contract and the NAPS0 participating addendum, as specified in section #14, this invoicing schedule delineates the payment arrangement between Convergent Technologies and The City of Isle of Palms

### **Invoicing Schedule**

Convergent Technologies will incrementally issue invoices to The City of Isle of Palms for work completed. Invoices will be generated as milestones are reached, which may include the arrival of materials, on-site labor execution, and other pertinent project developments. The first milestone payment/invoice, which amounts to a 50% down payment fee, will be issued at the commencement of the project. Subsequent invoices will be issued as additional project milestones are achieved. All Convergent invoices will have a payment term of Net-30, meaning payment is due within 30 days from the date of the invoice.

### **Purchase Order Requirements**

The above-mentioned Invoicing and Billing Procedures are to be outlined in The City of Isle of Palm's PO for the work. The State Contract outlines, "Negotiated payment terms must be included on the USU's purchase order and must not be a condition of order acceptance."

## Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1			MATERIAL SC NASPO #4400032401		
2			S2 Headend		
3	1.00	S2-EXT-64-WM	NETBOX EXTREME CONTROLLER (64 PORTAL LICENSE, WALL MOUNT) Wall mount enclosure with 64 portal license.	\$ 7,990.76	\$ 7,990.76
4	1.00	S2-IDC-64	NETBOX PHOTO ID 2 FOR SYSTEMS WITH 64 PORTALS One Badging Server, Capture Station & Print Station License.	\$ 4,317.93	\$ 4,317.93
5	1.00	LNL-X2220	Intelligent Dual Reader Controller powered by 12 or 24 VDC @ 500mA (w/o Rdr Power),, size (6 (152mm) W x 8 (203mm) L x 1 (25mm)H); 6 MB standard cardholder flash memory, 50,000 of event memory, maximum of 32 devices, On-board Ethernet, Dual Path capability, on-board two door control, OSDP Secure Channel encryption with OnGuard 7.2, Wiegand or F2F; eight inputs, four outputs, cabinet tamper and power fault input monitors. Approvals: FCC Part 15, CE, RoHS, UL 294, UL 1076, CAN/ULC 60839-11-1:2016, CSA C22.2 No. 205-1983, cUL/ORD-C1076	\$ 1,974.38	\$ 1,974.38
6	2.00	LNL-1320-S3	Dual Reader Interface Module (Series 3 Supports OSDP Readers) 12/24 VDC, 2 Reader interface, W/M, 8 inputs, 6 (5A) form C relays , RoHS, CE, C-Tick and UL294 certified	\$ 715.66	\$ 1,431.32
7	1.00	J7-150BCDP4M	150W 12&24V 8LCK 8AUX E4M ENC	\$ 709.04	\$ 709.04
8	3.00	PW-PS1270	12V 7AH SLA BATTERY F1	\$ 22.18	\$ 66.54
9	1.00	Misc Mat.	Misc Materials (Conduit, Flex, Cable ties, Fire Caulk, etc)	\$ 3,499.93	\$ 3,499.93
10	100.00	HU-2000PGG MN	ICLASS 2K BITS 2 APPLICATION	\$ 4.33	\$ 433.00
11			Single Door Controllers		

Line	Qty	Part	Description	Unit Price	Extended Price
12	31.00	LNL-X2210	Intelligent Single Door Controller; powered by PoE, POE+ or 12 VDC @ 1.8A maximum; size 5.5 in. (140 mm) W x 3.63 in. (92 mm) L x 1.33 in. (34 mm) H with bracket; 6 MB standard cardholder flash memory, 50,000 of event memory; maximum of one door, two readers (entry and exit reader, OSDP Secure Channel encryption for one reader with OnGuard 7.2 and up, On-board PoE or PoE+ Ethernet, Dual Path capability, two inputs (supervised/unsupervised) for Door Contact and REX, two outputs (NO/NC), power fault input and cabinet tamper monitors. Reader power 12VDC@ 300mA max. Approvals: FCC Part 15, CE, RoHS, UL 294, UL 1076, CAN/ULC 60839-11-1:2016, CSA C22.2 No. 205-1983, cUL/ORD-C1076	\$ 946.24	\$ 29,333.44
13	31.00	LSP-E5M	E5 enclosure size 8.5W x 11H x3D with Me	\$ 84.00	\$ 2,604.00
14	32.00	HU-40NKS000	SIGNO/40/SWTCH/BLE/13.56M/125K	\$ 247.77	\$ 7,928.64
15	4.00	HU-40KNKS000	SIG/40K/SING/KYP/BLE/13.56/125	\$ 409.06	\$ 1,636.24
16	Rear Lobby Door				
17	1.00	AC-1200D	1200LB DOUBLE DOOR MAG LOCK	\$ 389.60	\$ 389.60
18	1.00	AC-TS2T	SGSS RTE STA 2 SQ IL BTN 30SEC	\$ 117.58	\$ 117.58
19	Front Lobby Main Door				
20	1.00	AJ-JPS4AED	1-JPDA/1-JP4MED/PWRSUP/KIT	\$ 1,892.75	\$ 1,892.75
21	1.00	QEL9827L-DT US26D LHR 36X84	QEL9827L-DT US26D LHR 36X84QUIET ELEC LATCH,06 LVR,DUMMYSATIN CHROME	\$ 3,768.58	\$ 3,768.58
22	1.00	QEL9827L-NL US26D RHR 36X84	QEL9827L-NL US26D RHR 36X84QUIET ELEC LATCH,NIGHTLATCHSATIN CHROME	\$ 3,768.58	\$ 3,768.58
23	1.00	SN-EPT	ELEC POWER TRANSFER STANDARD	\$ 55.37	\$ 55.37
24	New Fire Stairwell Door				



Line	Qty	Part	Description	Unit Price	Extended Price
25	1.00	LNL-X2210	Intelligent Single Door Controller; powered by PoE, POE+ or 12 VDC @ 1.8A maximum; size 5.5 in. (140 mm) W x 3.63 in. (92 mm) L x 1.33 in. (34 mm) H with bracket; 6 MB standard cardholder flash memory, 50,000 of event memory; maximum of one door, two readers (entry and exit reader, OSDP Secure Channel encryption for one reader with OnGuard 7.2 and up, On-board PoE or PoE+ Ethernet, Dual Path capability, two inputs (supervised/unsupervised) for Door Contact and REX, two outputs (NO/NC), power fault input and cabinet tamper monitors. Reader power 12VDC@ 300mA max. Approvals: FCC Part 15, CE, RoHS, UL 294, UL 1076, CAN/ULC 60839-11-1:2016, CSA C22.2 No. 205-1983, cUL/ORD-C1076	\$ 946.24	\$ 946.24
26	1.00	LSP-E5M	E5 enclosure size 8.5W x 11H x3D with Me	\$ 84.00	\$ 84.00
27	1.00	HE-1500C630	COMPLETE ELECTRIC STRIKE KIT 630 FINISH	\$ 407.21	\$ 407.21
28	1.00	5566050	23-4P Unshielded Solid Plenum Cat6 Pur Jkt	\$ 411.59	\$ 411.59
29	1.00	HU-40KNKS000	SIG/40K/SING/KYP/BLE/13.56/125	\$ 409.06	\$ 409.06
30	LABOR SC NASPO #4400032401				

<b>Total Material:</b>	\$	74,175.78
<b>Labor:</b>	\$	36,537.72
<b>Other Cost:</b>	\$	0.00
<b>Freight/Warranty:</b>	\$	6,675.81
<b>Project Subtotal:</b>	\$	117,389.31

<b>Sales Tax:</b>	\$	7,009.61
<b>Total Project Price:</b>	\$	124,398.92

## **Clarifications and Mutual Responsibilities**

### **PROPOSAL CLARIFICATIONS**

- The planned maximum hours for the Services identified in this proposal is 40 hours/week with work being performed during Convergent's normal business hours (8:00 AM to 5:00 PM EST). Convergent personnel will not work in excess of 40 hours in a work week without mutual written agreement between Convergent and City of Isle of Palms. Days or hours outside of this schedule may be accommodated, but, City of Isle of Palms must request in advance. For services provided outside of Convergent's normal business hours City of Isle of Palms will incur overtime charges based on Convergent's hourly rates at time and a half. Convergent assumes City of Isle of Palms will supply on-site material storage and parking for Convergent personnel throughout the project deployment.
- The production of CAD documentation (if applicable) will not be signed/sealed by a professional engineer (PE).

### **Mutual Responsibilities**

In support of the Services provided hereunder, both Convergent and City of Isle of Palms shall:

- Conduct project review meetings at a mutually agreed upon time and location to discuss the project status, issues, new requirements, and overall project satisfaction.
- Support and provide representation at these meetings, which will cover performance and status update, schedule update, pending changes, open issues and action items.
- Support project issue and tracking resolution through use of the Convergent project management report template(s).
- Coordinate any changes to the scope of work (whether cost impacting or not) with Convergent Technologies project manager, and process them using Convergent's Change Order form.
- Collaborate with Convergent to adjust project schedules and re-deploy resources in an expeditious manner in the event of schedule delays that are beyond the control of either party.
- Conduct a final walkthrough, operational test, turnover and signoff at the conclusion of this project to document completion and acceptance of all project requirements.

- Upon satisfactory completion of work, City of Isle of Palms will sign Convergent's Customer Final Installation and Completion of Work form.

### **Warranty**

Convergent will provide a Warranty on materials and labor under this Scope of Work for a period of one year beginning on completion of Convergent's Scope of Work. Warranty coverage is provided during Convergent's normal business hours and applies to Convergent-supplied parts and services only and does not apply to legacy/existing components or components which have been damaged, tampered with, or altered by an entity other than Convergent.

### **Project Initiation**

Convergent's proposal is based upon a minimum of four (4) weeks notification of purchase order/contract issuance prior to on-site work being performed by Convergent. This allows for delivery of the required materials for proper scheduling. Convergent and City of Isle of Palms will establish a mutually agreed upon timeline for completion of work. Any additional costs incurred due to changes in timeline will be handled through a Change Order.

### **Summary of Proposed Costs**

The total fixed fee for the Services identified in our Proposal is shown below. The payment terms require a 25% mobilization fee upon execution of this Proposal the remaining 75% will be billed monthly based on progress. Monthly progress billing will include labor charges incurred for the previous month and any materials that will be needed for the coming month. Net 30 days payment on all invoices. Proposal price includes all applicable taxes.

**Total Project Investment:**

**\$ 124,398.92**

Thank you for considering Convergent for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

**Adair Day**

Convergent  
Adair Day

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Desiree Fragoso, City Administrator

August 9, 2024

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Customer Name (Printed)

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Date

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Authorized Signature

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Title

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

### SECTION 1. THE WORK

This Agreement takes precedence over and supersedes any and all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

No monitoring services, including UL listed monitoring, are included in the Work. Any such services shall be governed and provided by a separate agreement.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the site which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent;
- To remove site obstacles and job safety hazards;
- To promptly participate and approve acceptance testing, if applicable;
- Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO CUSTOMER'S PREMISES OR THIRD PARTIES. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement). Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

### SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

### SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any

other reasonable expenditure.

### SECTION 4. WARRANTY

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

### SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

### SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

### SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

### SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including weapons, gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent and Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

### SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGENT, CONVERGENT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGENT AND CONVERGENT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.



## SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergint agrees to comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergint shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergint prior to beginning Work.

If during the course of its Work, Convergint encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergint shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergint discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergint is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergint. Convergint in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

## SECTION 11. PERSONAL DATA & SECURITY

Convergint's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergint's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergint may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergint is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergint from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Customer acknowledges it has reviewed Convergint's Privacy Policy available at <https://www.convergint.com/privacy-policy/>, "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergint provides cybersecurity services, such services are provided "as is" without warranties or representations of any kind, whether express or implied. Convergint will follow Customer-specified policies to access (including remotely access) Customer information systems; however, Convergint will not be responsible for technical problems that may occur resulting from Convergint following Customer's instructions or for information security losses or harms to the extent that they are not due to the fault of Convergint. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

## SECTION 12. INTELLECTUAL PROPERTY

Convergint shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergint for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

## SECTION 13. PRICE ADJUSTMENT

Convergint may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergint's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergint reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergint.

## SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergint notifies Customer of a material breach pursuant to this paragraph, Convergint may temporarily suspend its work without liability until Customer cures the breach.

## SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

## SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergint.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergint arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergint are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergint may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergint; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergint, or a sale of all or substantially all of the assets of Convergint to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergint be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergint. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, Customer acknowledges that it reviewed the Important Product Safety and Service Information at <https://www.convergint.com/terms/>.

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**INTEROFFICE MEMORANDUM**

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**TO:** DESIREE FRAGOSO, CITY ADMINISTRATOR

**FROM:** CHIEF KEVIN CORNETT

**SUBJECT:** BUDGETED MEOC/PSB TRAINING ROOM  
UPGRADE – WH PLATTS COMPANY

**DATE:** 9/3/2024

**CC:** FIRE CHIEF C. OLIVERIOUS



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This memorandum is being written to outline the decision to move forward with WH Platts Company as the company to install upgrades for the Isle of Palms MEOC and Public Safety Building training room. The upgrade is included in the current fiscal year budget. The project is funded in police department State Accommodations Tax Fund 50-4420.5025 (\$17,500) and fire department Hospitality Tax Fund 35-4520.5025 (\$17,500)).

Our teams worked hard to ensure that we found the right company that had a great reputation and the knowledge to provide the best system for our project. The recommended company to conduct this project, WH Platts Company, is on SC State Contract and used that state contract pricing to provide the quote.

We looked at multiple companies as we explored this project. WH Platts Company was not the lowest quote, but they provided a complete quote that met the needs of the City. Other companies were more difficult to get them to provide us with a complete quote. WH Platts Company was the most responsive and worked with us to find the right products under the state contract prices. This company provides services for MUSC College of Health professions, SC State University, Clemson University, Charleston and Dorchester County School Districts, and Dillon County Courts to name a few.

WH Platts Company has been very responsive to our needs, and they appear to be the best company to move forward on this project.



**CUSTOM QUOTATION FOR:**  
**Isle Of Palms Police**  
**8x8 video switcher**  
**upgrade to existing**  
**Displays and new**  
**projector with crestron**  
**Control panel system**  
**State Contract # 4400026102**  
**Matthew Storen**

**QUOTE#**

QTY	Product	Description	Vendor	Unit Price	Total
	60-1574-11	MGP 641 xi --4K Four window with HDMI inputs-multi window processor- for displaying up to four images on one Projected display	Extron	\$ 6,995.00	
1	60-1495-21	DXP 88 HD 4K PLUS ---8x8 HDMI 4K matrix switcher with audio disembedding output	Extron	\$ 4,495.00	\$ 4,495.00
1	CP4N	control system - will control projector on/off, input and output selection on Extron 8x8 matrix switcher and Video wall presets and control of MGP 641 Four window multi window processor	Crestron	\$ 2,095.00	\$ 2,095.00
1	TSW-770-B-S	7" diagonal touch screen--black wall/rack mount touch screen for control system	Crestron	\$ 1,385.00	\$ 1,385.00
1	TSW-570/770-RMK	rack mount kit for touch screen	Crestron	\$ 154.00	\$ 154.00
1	Rack 21 BWL	rolling walnut color 21 space rack	AVFI	\$ 1,070.00	\$ 1,070.00
1	PT-VMZ71U7	7000 lumen, WUXGA resolution, laser lit LCD Projector (yours now is 3100 lumens)	Panasonic	\$ 3,900.00	\$ 3,900.00
7	B-540-EXT-70-SLIM	HDMI over cat6 transmitter and receiver system-for projector, HDMI wall plate input at front of room for laptop, 5 existing displays	Snap AV	\$ 349.00	\$ 2,443.00
1	CA601	power amplifier with rack mount	Lab Gruppen	\$ 329.00	\$ 329.00
6	PS-C41RT	4" 2-way white grill flush mount ceiling tile speaker	Sonance	\$ 110.00	\$ 660.00
1	SMART LCD 1500LCD	Rack mount UPS---900W 120V Line-Interactive UPS - 8 Outlets, USB, DB9, 2U Rack/Tower Battery Backup - UPS - 900 Watt - 1500 VA	TecNec/Tripp Lite	\$ 395.00	\$ 395.00
1	Installation materials	including cable, wire, rack hardware, rack power strip and bar, rear rack rails, 16 port network switch	Platts AVL	\$ 1,995.00	\$ 1,995.00
1	Installation	including installation of projector (must move forward and with new mount), install HDMI signal between rack and 5 existing displays and projector, wall mounted rack, rack hardware, install new HDMI input at front of room for laptop input, 8x8 HDMI switcher, main equipment, 6 ceiling speakers, control system setup and programming, coordination with your team and training		\$ 12,995.00	\$ 12,995.00

Sub Total \$ 31,916.00  
 Sales Tax \$ 1,702.89  
 Freight / Shpg \$ -  
**TOTAL \$ 33,618.89**

**FOB:** Dest  
**Freight:**  
**Terms:** net30  
**Tax:** State Sales tax may apply to this purchase.

**Billing:** All equipment will be billed as it ships from the manufacturer.

**Pricing:** Prices are firm for 30 days from this date and are subject to revision if quantities or products change.  
 Thank you for this opportunity to be of service.

<b>APPROVAL TO PURCHASE</b>
<i>Purchase Order Not Required</i>
Signature ↑
Date:

<b>APPROVAL TO PURCHASE</b>
<i>Purchase Order Will Be Sent</i>
Signature ↑
Date:

*Jim Hogg*  
 The W. H. PLATTS Company  
 July 15, 2024

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