



## County Council Meeting Beaufort County, SC

Council Chambers, Administration Building Beaufort County Government Robert Smalls  
Complex 100 Ribaut Road, Beaufort

Monday, July 10, 2023  
5:00 PM

### AGENDA

#### COUNCIL MEMBERS:

JOSEPH F. PASSIMENT, CHAIRMAN  
DAVID P. BARTHOLOMEW  
LOGAN CUNNINGHAM  
YORK GLOVER  
MARK LAWSON  
ANNA MARIA TABERNIK

LAWRENCE MCELYNN, VICE CHAIR  
PAULA BROWN  
GERALD DAWSON  
ALICE HOWARD  
THOMAS REITZ

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION- Council Member Alice Howard
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
- [5.](#) APPROVAL OF MINUTES- May 22, 2023
6. ADMINISTRATOR'S REPORT
- [7.](#) PROCLAMATION RECOGNIZING GULLAH/GEECHIE NATION APPRECIATION WEEK - Council Member York Glover to Present

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#### CITIZEN COMMENTS

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[8.](#) **CITIZEN COMMENTS PERIOD - 15 MINUTES TOTAL**

*Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to AGENDA ITEMS ONLY and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language.*

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#### COMMITTEE REPORTS

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9. LIASION AND COMMITTEE REPORTS

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**PUBLIC HEARINGS AND ACTION ITEMS**

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10. APPROVAL OF CONSENT AGENDA
11. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AMENDING ORDINANCE 2022/45 BY REMOVING THE PROPERTY LOCATED AT 68 HELMSMAN WAY WITH TMS NO. R552 010 000 0309 0000 AND OTHER MATTERS RELATED THERETO  
*Vote at First Reading on June 26, 2023- 10:0*
12. PUBLIC HEARING AND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF TAX MAP SERIAL NUMBER R710 012 000 0001 0000 AND R710 012 000 0072 0000 ALSO KNOWN AS COTTON HALL
13. PUBLIC HEARING AND APPROVAL A RESOLUTION AUTHORIZING THE DEMOLITION OF STRUCTURES AND FUNDING FOR DEMOLITION OF STRUCTURES ON BEAUFORT COUNTY OWNED PROPERTY LOCATED AT 2 MULLET STREET
14. THIRD READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE ("CDC") APPENDIX B:- THE DAUFUSKIE ISLAND COMMUNITY DEVELOPMENT CODE, TO AMEND DIVISION B.3, SECTION B.3.20 (CONSOLIDATED LAND USE TABLE AND LAND USE DEFINITIONS), AND TO ADD A NEW SECTION B.3.30 (OTHER STANDARDS) AND A NEW SUBSECTION B.3.30.A (SHORT-TERM RENTAL) TO ALLOW THE USAGE OF SHORT-TERM RENTALS AS A SPECIAL USE IN D2 RURAL, D2R-CP (RURAL-CONVENTIONALLY PLATTED), D2R-GH (RURAL-GULLAH HERITAGE), AND D3 GENERAL NEIGHBORHOOD, AND A PERMITTED USE IN D4 MIXED USE, D5 VILLAGE CENTER, AND D5 GENERAL COMMERCIAL  
*Vote at First Reading on June 12, 2023- 9:1*  
*Vote at Public Hearing and Second Reading on June 26, 2023- 8:2*
15. THIRD READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS FOR THE SALE OF REAL PROPERTY WITH TMS NO. R600-009-000-0003-0000, ALSO KNOWN AS CAMP ST. MARY'S, TO THE BEAUFORT COUNTY RURAL AND CRITICAL LANDS PROGRAM  
*Vote at First Reading on June 12, 2023- 8:2*  
*Vote at Public Hearing and Second Reading on June 26, 2023- 8:2*
16. FIRST READING OF AN ORDINANCE TO AMEND THE BEAUFORT COUNTY ORDINANCE REGARDING A ROAD USE FEE
17. FIRST READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS 34 ULMER ROAD (**FISCAL IMPACT: \$3,150,000 PURCHASE PRICE PLUS CLOSING COSTS**)
18. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE MUTUAL AID AGREEMENTS REGARDING RELOCATION OF DETAINEES ON A TEMPORARY BASIS DURING AN EMERGENCY, WITH AIKEN COUNTY, ALLENDALE COUNTY, CHARLESTON COUNTY, COLLETON COUNTY, DORCHESTER COUNTY, FLORENCE COUNTY, GREENVILLE COUNTY, HAMPTON COUNTY, JASPER COUNTY, LEXINGTON COUNTY, ORANGEBURG COUNTY, AND RICHLAND COUNTY
19. APPROVAL OF A RESOLUTION TO APPROVE THE USE OF TRANSPORTATION IMPACT FEES FOR A CONTRACT AWARD TO APAC ATLANTIC FOR IFB #062323 SC 170 NEAR-TERM IMPROVEMENTS FOR THE CONSTRUCTION OF CAPACITY AND SAFETY IMPROVEMENTS FROM OKATIE CENTER SOUTH TO SC 462 (**FISCAL IMPACT: \$8,111,030.29**)



- [20.](#) APPROVAL OF A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH SCDOT FOR PAVEMENT OVERLAY AND PAVEMENT MARKING IMPROVEMENTS ON US278 AND INTERCHANGE RAMPS TO BE INCLUDED IN THE SC170 NEAR-TERM IMPROVEMENTS PROJECT IN THE COUNTY
- [21.](#) APPROVAL OF A RESOLUTION TO AMEND RESOLUTION 2023/35: A RESOLUTION ORDERING A PUBLIC HEARING TO BE HELD ON THE ISSUANCE OF NOT EXCEEDING \$5,250,000 AGGREGATED PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA; PROVIDING FOR THE PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARING; AND OTHER MATTERS RELATED THERETO DUE TO A SCRIVENER'S ERROR

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**CITIZEN COMMENTS**

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[22.](#) **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**

*Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language.*

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**EXECUTIVE SESSION**

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- 23. PURSUANT TO S.C. CODE SECTION 30-4-70(a)(1) DISCUSSION OF EMPLOYMENT OF A PERSON REGULATED BY COUNTY COUNCIL
- 24. ADJOURNMENT

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## CONSENT AGENDA

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### Items Originating from the Community Services and Land Use Committee

1. THIRD READING OF AN ORDINANCE APPROPRIATING PROCEEDS AND INTEREST FROM THE 2017 GENERAL OBLIGATION BOND ANTICIPATION NOTE TO DESIGN, ENGINEER, CONSTRUCT, AND EQUIP A JOINT FIRE/EMS STATION IN SUN CITY AND TO DEFRAY COSTS ASSOCIATED WITH THE ESTABLISHMENT OF PERMANENT EMBARKATION LOCATIONS FOR THE DAUFUSKIE ISLAND FERRY AND OTHER MATTERS RELATED THERETO

*Vote at First Reading on June 12, 2023- 10:0*

*Vote at Public Hearing and Second Reading on June 26, 2023- 10:0*

### Items Originating from the Finance, Administration and Economic Development Committee

2. SECOND READING OF AN ORDINANCE AUTHORIZING THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA TO ISSUE NOT EXCEEDING \$5,250,000 OF GENERAL OBLIGATION BONDS SUBJECT TO VOTER APPROVAL, PROVIDING FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION; AND PROVIDING FOR OTHER MATTERS RELATED THERETO

*Vote at First Reading on June 26, 2023 - 10:0*

### Items Originating from the Public Facilities and Safety Committee

3. APPROVAL OF A CONTRACT AWARD FOR RFP 030723 DEBRIS MANAGEMENT CONTRACTING SERVICES TO CERES AS PRIMARY AND CROWDER GULF AS SECONDARY CONTRACTOR
4. APPROVAL OF A CONTRACT AWARD FOR RFP 030823 DEBRIS MANAGEMENT MONITORING SERVICES TO TETRA TECH
5. APPROVAL OF A CONTRACT AWARD FOR RFP 050923 DISPOSAL AND RECYCLING SERVICES FOR CONSTRUCTION AND DEMOLITION DEBRIS AND BULKY WASTE FOR BEAUFORT COUNTY TO WASTE MANAGEMENT (**FISCAL IMPACT: \$250,000**)
6. APPROVAL OF A CONTRACT AWARD TO C.E. BOURNE & CO., INC. FOR CONSTRUCTION SERVICES TO RENOVATE THE INTERIOR AND INSTALL A NEW HVAC SYSTEM IN THE MC RILEY POOL IN BLUFFTON (**FISCAL IMPACT: \$1,950,200 plus \$195,000.00 contingency for the construction of the MC Riley Pool Phase II renovations**)
7. APPROVAL OF A CONTRACT AWARD TO BEAUFORT CONSTRUCTION OF SC, LLC TO CONSTRUCT A WAREHOUSE EXPANSION OF THE VOTERS REGISTRATION BUILDING ON 15 JOHN GALT ROAD (**FISCAL IMPACT: \$358,000.00 plus \$35,800.00 contingency for the construction of the warehouse expansion**)
8. APPROVAL OF A CONTRACT AWARD TO LGC GLOBAL FACILITY MANAGEMENT FOR THE JANITORIAL SERVICES FOR BEAUFORT COUNTY RFP 040623 (**FISCAL IMPACT: \$809,356.96**)
9. APPROVAL OF AWARD FOR IFB #051223 TO COASTAL AIR TECHNOLOGIES FOR HVAC REPLACEMENT AT THE BEAUFORT COUNTY COURTHOUSE. (**FISCAL IMPACT: \$1,484,536.00**)
10. APPROVAL OF A REQUEST FOR PRIVATE ROAD ACCEPTANCE OF MASTER'S WAY

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## END OF CONSENT AGENDA

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TO WATCH COMMITTEE OR COUNTY COUNCIL MEETINGS OR FOR A COMPLETE LIST OF AGENDAS AND BACKUP PACKAGES, PLEASE VISIT:

<https://beaufortcountysc.gov/council/council-committee-meetings/index.html>



## County Council Meeting Beaufort County, SC

Council Chambers, Administration Building Beaufort County Government Robert Smalls  
Complex 100 Ribaut Road, Beaufort

Monday, May 22, 2023  
5:00 PM

### MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/230812>

#### 1. CALL TO ORDER

Chairman Passiment called the meeting to order at 5:00 PM.

#### PRESENT

Chairman Joseph F. Passiment  
Vice-Chairman Lawrence McElynn  
Council Member David P. Bartholomew  
Council Member Paula Brown  
Council Member Logan Cunningham  
Council Member Gerald Dawson  
Council Member York Glover  
Council Member Alice Howard  
Council Member Mark Lawson  
Council Member Thomas Reitz  
Council Member Anna Maria Tabernik

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

Chairman Passiment led the Pledge of Allegiance, and Council Member Tabernik led the invocation.

#### 3. FOIA

Chairman Passiment noted that the public notification of this meeting had been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

#### 4. APPROVAL OF AGENDA

**Motion to Amend:** It was moved by Council Member McElynn, seconded by Council Member Cunningham, to amend the agenda to add item 8 from the Public Facilities meeting, which is recommending the approval of an ordinance (by title only) authorizing the County Administrator to execute the necessary documents and provide funding for the purchase of a portion of real property

located on Highway 170 with TMS NO. R600 008 000 0005 0000, and to remove item 3 under the consent agenda to defer that appointment to a later date.

**The Vote** - The motion to amend was approved without objection.

**Main Motion:** It was moved by Council Member McElynn, seconded by Council Member Cunningham, to approve the agenda as amended.

**The Vote** - The amended agenda was approved without objection.

## 5. APPROVAL OF MINUTES

**Motion:** It was moved by Council Member Tabernik, seconded by Council Member McElynn, to approve the minutes from April 10, 2023.

**The Vote** - The motion was approved without objection.

## 6. ADMINISTRATOR'S REPORT

Please watch the video stream available on the County's website to view the full report.

<https://beaufortcountysc.new.swagit.com/videos/230812?ts=260>

County Administrator Greenway recognized the new Director of Broadcast Services, Thomas Hughes, and highlighted three employees: Kimberly Rumsey with the Probate Court; Anastasia Jenkins with the Register of Deeds Office; and Ian deNeeve with the IT- Mapping and Applications Department.

## 7. PRESENTATION OF A PROCLAMATION BY COUNCIL MEMBER GERALD DAWSON TO BEAUFORT COUNTY EMS RECOGNIZING MAY 22ND - MAY 27TH AS EMERGENCY MEDICAL SERVICES WEEK

Please watch the video stream available on the County's website to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/230812?ts=939>

Council Member Cunningham presented the proclamation recognizing May 22nd- May 27th as Emergency Medical Services Week.

## 8. PRESENTATION OF A PROCLAMATION BY CHAIRMAN JOSEPH PASSIMENT RECOGNIZING MAY AS MILITARY APPRECIATION MONTH

Please watch the video stream available on the County's website to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/230812?ts=1314>

Vice-Chairman McElynn presented the proclamation recognizing May as Military Appreciation Month.

## 9. CITIZEN COMMENTS PERIOD

Please watch the video stream available on the County's website to view the comments.

<https://beaufortcountysc.new.swagit.com/videos/230812?ts=1461>

1. Maria Walls
2. Kade Yarborough
3. Leanne Coulter
4. Deborah Smith
5. John Schartner
6. Stuart Yarborough

**10. PURSUANT TO S.C. CODE SEC. 30-4-70 (A) (1) DISCUSSION OF APPOINTMENTS OF PERSONS TO A PUBLIC BODY (GREEN SPACE ADVISORY COMMITTEE)**

Chairman Passiment recommended that the Council not enter an executive session since the matter was discussed during the Public Facilities and Safety Committee's executive session.

**Motion:** It was moved by Council Member Tabernik, seconded by Council Member Cunningham, that County Council appoint Mr. Peter Kristian to the Green Space Advisory Committee to represent the Southern Geographic Region.

**The Vote** - The motion was approved without objection.

**11. MATTERS ARISING OUT OF EXECUTIVE SESSION**

The Council did not enter into executive session.

**12. LIASION AND COMMITTEE REPORTS**

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/230812?ts=2535>

Council Member Tabernik briefed the Council on a recent Library Board of Trustees meeting, summer programming offered at libraries, a recent School Board meeting, and a recent County Transportation Committee meeting.

Council Member Lawson commented on an item from the Finance Committee that is included in the consent agenda.

Council Member Reitz commented on the bidding for Hilton Head Airport improvements and the plan to start interviews for Airports Board appointments.

Council Member Glover highlighted Beaufort-Jasper Water and Sewer Authority's new General Manager, Verna Arnette.

**13. APPROVAL OF CONSENT AGENDA**

**Motion:** It was moved by Council Member Lawson, seconded by Vice-Chairman McElynn, to approve the amended consent agenda.

**The Vote** - The motion was approved without objection.

**14. FIRST READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE ("CDC") APPENDIX B:- THE DAUFUSKIE ISLAND COMMUNITY DEVELOPMENT CODE, TO AMEND DIVISION B.3, SECTION B.3.20 (CONSOLIDATED LAND USE TABLE AND LAND USE DEFINITIONS), AND TO ADD A NEW SECTION B.3.30 (OTHER STANDARDS) AND A NEW SUBSECTION B.3.30.A (SHORT-TERM RENTAL) TO ALLOW THE USAGE OF SHORT-TERM RENTALS AS A SPECIAL USE IN D2 RURAL, D2R-CP (RURAL-CONVENTIONALLY PLATTED), D2R-GH (RURAL-GULLAH HERITAGE), AND D3 GENERAL NEIGHBORHOOD, AND A PERMITTED USE IN D4 MIXED USE, D5 VILLAGE CENTER, AND D5 GENERAL COMMERCIAL**

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/230812?ts=2886>

**Motion:** It was moved by Council Member Howard, seconded by Council Member Glover, to approve the first reading of an Ordinance for a text amendment to the Community Development Code ("CDC") appendix B: - the Daufuskie Island Community Development Code, to amend division B.3, section B.3.20 (consolidated land use table and land use definitions), and to add a new section B.3.30 (other standards) and a new subsection B.3.30A (short-term rental) to allow the usage of short-term rentals a special use in

D2 rural, D2R-CP (rural-conventionally platted), D2R-GH (rural-Gullah heritage), and D3 general neighborhood, and a permitted use in D4 mixed-use, D5 village center, and D5 general commercial.

**Discussion:** Council Member Howard voiced her support for the item as it matches actions taken on short-term rentals in other unincorporated parts of the County.

Council Member Glover commented on transportation issues affecting Daufuskie Island and his request to have a public meeting on Daufuskie Island to discuss this topic.

Council Member Lawson explained how the SC Legislature passed a law that required a business license to operate a short-term rental and how the zoning on Daufuskie Island does not allow people to obtain business licenses. Council Member Lawson also commented that the Daufuskie Island Council meeting did not discuss this topic and that he wants to postpone the item to allow more time for discussion.

**Motion to Postpone:** It was moved by Council Member Lawson, seconded by Vice-Chairman McElynn, to postpone the first reading of this item to the next Council meeting on June 12th, 2023.

**Discussion:** The Council asked about the difference between special and conditional designations for short-term rentals. County Administrator Greenway explained the three types of approvals in a community development or zoning code, including permitted use, conditional use, and special exception. Greenway also commented on his recommendation to approve special exception over conditional use because there is no limit to the number of conditional use items you can have in a community development code.

The Council and County Administrator Greenway discussed the process for pulling permits for short-term rentals, including how special exception approval can be nullified by the Zoning Board of Appeals and how conditional use requires court action to pull permits.

Council Member Tabernik expressed support for a community meeting to gain input from Daufuskie Island residents.

Council Member Bartholomew voiced his support for the postponement to allow time to gather more information.

**The Vote** - The motion to postpone was approved without objection. The first reading of this item is postponed to June 12, 2023, County Council meeting.

County Administrator Greenway asked for Council to provide direction on the next steps for this item.

**15. FIRST READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): DIVISION 4.2.20 (GENERAL STANDARDS AND LIMITATIONS) TO CLARIFY CONNECTIVITY STANDARDS FOR PRIMARY STRUCTURES REGARDING BUILDING CONNECTIONS; DIVISION 4.2.30 (ACCESSORY/SECONDARY DWELLING UNIT) TO MODIFY ALLOWABLE DENSITY TO PROVIDE OPPORTUNITY FOR AN ADDITIONAL ACCESSORY DWELLING UNIT AND TO PROVIDE FLEXIBILITY FOR AREA OF UNITS; DIVISION 4.1.360 (SHORT-TERM RENTALS) TO MODIFY GENERAL STANDARDS TO ALLOW ONLY A PRINCIPAL DWELLING UNIT OR AN ACCESSORY DWELLING UNIT AS A SHORT-TERM RENTAL ON A SINGLE PARCEL**

**Motion:** It was moved by Council Member Howard, seconded by Council Member Bartholomew, to approve the first reading of an Ordinance for a text amendment to the Community Development Code (CDC): division 4.2.20 (general standards and limitations) to clarify connectivity standards for primary structures regarding building connections; division 4.2.30 (accessory/secondary dwelling unit) to modify allowable density to provide opportunity for an additional accessory dwelling unit and to provide flexibility for area of units; division 4.1.360 (short-term rentals) to modify general standards to allow only a principal dwelling unit or an accessory dwelling unit as a short-term rental on a single parcel.

**The Vote** - The motion was approved without objection.

**16. FIRST READING OF AN ORDINANCE TO PROVIDE FOR THE LEVY OF TAX FOR SCHOOL PURPOSES FOR BEAUFORT COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024, AND TO MAKE APPROPRIATIONS FOR SAID PURPOSES.**

**Motion:** It was moved by Council Member Glover, seconded by Council Member Tabernik, to approve the first reading of an Ordinance to provide for the levy of tax for school purposes for Beaufort County for the fiscal year beginning July 1, 2023 and ending June 30, 2024, and to make appropriations for said purposes.

**The Vote** - The motion was approved without objection.

**17. SECOND READING OF AN ORDINANCE TO MAKE APPROPRIATIONS FOR COUNTY GOVERNMENT AND SPECIAL PURPOSE DISTRICTS FOR BEAUFORT COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024; TO LEVY TAXES FOR THE PAYMENT THEREOF; TO ADOPT LAW ENFORCEMENT UNIFORM SERVICE CHARGES/ USER FEE; TO PROVIDE FOR THE EXPENDITURE OF SAID TAXES AND OTHER REVENUES COMING INTO THE COUNTY; TO PROVIDE FOR THE EXPENDITURE OF SAID LAW ENFORCEMENT UNIFORM CHARGES/ USER FEE; AND OTHER MATTERS RELATED THERETO**

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/230812?ts=4327>

**Main Motion:** It was moved by Vice-Chairman McElynn, seconded by Council Member Brown, to approve the second reading of an Ordinance to make appropriations for County Government and special purpose districts for Beaufort County for the fiscal year beginning July 1, 2023, and ending June 30, 2024; to levy taxes for the payment thereof; to adopt law enforcement uniform service charges/use fee; to provide for the expenditure of said taxes and other revenues coming into the county; to provide for the expenditure of said law enforcement uniform charges/user fee; and other matters related thereto.

**Discussion:** Council Member Cunningham commented that the proposed appropriations for the Treasurer's Office are \$100,000 short of what was requested.

County Administrator Greenway commented that funds were moved into the payroll contingency and the issue of surpluses if vacant positions are not filled.

CFO Williams explained how there are three gap positions for the Treasurer's Office that are accounted for in the payroll contingency and recommended dropping the three gap positions from the payroll contingency account if Council moves the \$100,000 to the Treasurer's account.

**Motion to Amend:** It was moved by Council Member Cunningham, seconded by Council Member Brown, to amend the ordinance to transfer \$100,047.00 to the Treasurer's budget for the Treasurer to use as she sees fit.

**Discussion:** The Council discussed the use of the \$100,047.00 and how the motion to amend is to transfer money into the Treasurer's budget.

County Administrator and Council Member Cunningham discussed consistency in the raise amount given to employees.

Council Member Lawson commented on the need to treat elected officials equally and to ensure pay raises are County-wide and not for a specific office. Council Member Lawson also noted that it is difficult to lower an office's budget amount once an increase in funds has been granted.

Vice-Chairman McElynn and Finance Director Christmas discussed the breakdown of the \$100.047, including the \$25,000 line item for credit card fees and \$75,000 for salaries for three vacancies.

Council Member Glover commented on the choice provided to elected officials on whether their office would be inside or outside the County's pay plan and the Treasurer's decision to be included inside the



County's pay plan. Council Member Glover also highlighted challenges in hiring staff because of low salaries.

**The Vote** – Voting Yea: Council Member Cunningham, Council Member Brown, Council Member Tabernik, Council Member Reitz and Council Member Bartholomew. Voting Nay: Council Member Lawson, Council Member Howard, Council Member Glover, Council Member Dawson, Vice-Chairman McElynn, and Chairman Passiment. The motion to amend failed by 5:6.

**Discussion:** Council Member Tabernik commented that she would like to appropriate funding from a bond to support the construction of a fire department and EMS facility in Sun City. Council Member Tabernik also added that Council has already approved this project.

**The Vote** – Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Brown, Council Member Tabernik, Council Member Reitz, Council Member Lawson, Council Member Howard, Council Member Glover, Council Member Dawson, and Council Member Bartholomew. Voting Nay: Council Member Cunningham. The main motion passed by 10:1.

**Motion:** It was moved by Council Member Tabernik, seconded by Council Member Howard, to appropriate from a 2017 General Obligation Bond to fund \$5 million of debt bond for the Sun City Hilton Head Fire Station and EMS Facility.

**Discussion:** Chairman Passiment explained the need for a fire station and EMS facility in Sun City and how it can take years to gain the impact fee funding necessary to build the facilities.

The Council discussed the approval of the fire station and EMS facility and the plan to use funds from a general obligation bond to pay for the design, permitting, and construction.

Assistant County Administrator Fralix discussed the project's projected \$5 million cost and how Beaufort County and Bluffton Township would split the cost. ACA Fralix noted that Beaufort County would need to pay for Bluffton Township's share upfront but that the County would be paid back with the impact fees. ACA Fralix added that the design, permit, and bidding process would take a while, so the County could allocate a portion of the funding to get started on the engineering and design aspects and then come back to Council with a final cost estimate and funding request for construction.

Council Member Glover expressed his support for ACA Fralix's suggestion.

Council Member Cunningham and CFO Hayes discussed the limitations for which the bond money could be used.

**The Vote** – The motion was approved without objection.

**18. PUBLIC HEARING AND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 32 HUNTER ROAD WITH ACE HARDWARE OF HILTON HEAD**

Chairman Passiment opened the floor for public comment.

No one came forward.

The Chairman closed the public comment.

**Motion:** It was moved by Council Member Cunningham, seconded by Council Member Tabernik, to approve the public hearing and the resolution authorizing the County Administrator to enter into a lease agreement for real property located at 32 Hunter Road with ACE Hardware of Hilton Head.

**The Vote** - The motion was approved without objection.

**19. PUBLIC HEARING AND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT AND COMMERCIAL OPERATING AGREEMENT FOR REAL PROPERTY LOCATED AT 32 HUNTER ROAD WITH GITIBIN & ASSOCIATES, LLC DBA GO RENTALS**

Chairman Passiment opened the floor for public comment.

No one came forward.

The Chairman closed the public comment.

**Motion:** It was moved by Council Member Cunningham, seconded by Council Member Bartholomew, to approve the public hearing and the resolution authorizing the County Administrator to enter into a lease agreement and commercial operating agreement for real property located at 32 Hunter Road with Gitibin & Associates, LLC DBA Go Rentals.

**The Vote** - The motion was approved without objection.

**20. PUBLIC HEARING AND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH LANDMARK BAPTIST CHURCH ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY KNOWN AS A PORTION OF THE CHECHESSEE TRACT**

Chairman Passiment opened the floor for public comment.

No one came forward.

The Chairman closed the public comment.

**Motion:** It was moved by Council Member Howard, seconded by Council Member Brown, to approve the public hearing and the resolution authorizing the County Administrator to execute a lease agreement with Landmark Baptist Church encumbering property owned by Beaufort County known as a portion of the Chechessee tract.

**The Vote** - The motion was approved without objection.

**21. PUBLIC HEARING AND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE PAT CONROY LITERARY CENTER, INC. FOR A PORTION OF THE REAL PROPERTY LOCATED AT 1511 NORTH STREET**

Chairman Passiment opened the floor for public comment.

No one came forward.

The Chairman closed the public comment.

**Motion:** It was moved by Council Member Howard, seconded by Council Member Tabernik, to approve the public hearing and the resolution authorizing the County Administrator to enter into a lease agreement with the Pat Conroy Literary Center, Inc. for a portion of the real property located at 1511 North Street.

**The Vote** - The motion was approved without objection.

**22. PUBLIC HEARING OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE YOUNG MEN'S SOCIAL CLUB AND SOUTH PINE LADIES UNION FOR A PORTION OF THE REAL PROPERTY LOCATED AT 242 AND 228 SCOTT HILL ROAD**

Chairman Passiment opened the floor for public comment.

No one came forward.

The Chairman closed the public comment.

**Motion:** It was moved by Council Member Glover, seconded by Council Member Bartholomew, to approve the public hearing of a resolution authorizing the County Administrator to enter into a lease agreement with the Young Men's Social Club and South Pine Ladies Union for a portion of the real property located at 242 and 228 Scott Hill Road.

**Discussion:** Assistant County Administrator Atkinson explained that the item is only for a public hearing because the staff was told to present the Parks and Recreation Facilities Master Plan before the vote. The presentation will be provided at the June 26, 2023, Public Facilities and Safety Committee meeting.

**The Vote** - The motion was approved without objection.

**23. APPROVAL OF A RESOLUTION AMENDING THE AMERICAN RESCUE PLAN ACT-FUNDED PUBLIC SAFETY RECRUITMENT INITIATIVES POLICY**

**Motion:** It was moved by Council Member Cunningham, seconded by Council Member Bartholomew, to approve a Resolution amending the American Rescue Plan Act- Funded Public Safety Recruitment Initiatives Policy.

**The Vote** - The motion was approved without objection.

**24. FIRST READING OF AN ORDINANCE (by title only) AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF A PORTION OF REAL PROPERTY LOCATED ON HIGHWAY 170 WITH TMS NO. R600 008 000 0005 0000**

**Motion:** It was moved by Council Member Cunningham, seconded by Council Member Glover, to approve the first reading of an ordinance (by title only) authorizing the County Administrator to execute the necessary documents and provide funding for the purchase of a portion of real property located on Highway 170 with TMS No. R600 008 000 0005 0000.

**The Vote** - The motion was approved without objection.

**24. CITIZEN COMMENT PERIOD**

Please watch the video stream available on the County's website to view the comments.

<https://beaufortcountysc.new.swagit.com/videos/230812?ts=6468>

- 1. Elvio Tropeano
- 2. Maria Walls
- 3. William Smith

**25. ADJOURNMENT**

Adjourned at or around 7:00 PM.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph F. Passiment, Jr., Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council

Ratified:

# ~ Proclamation ~

**Whereas**, Africans began arriving on the Sea Islands in the 1500s; and

**Whereas**, the population of these Africans increased as chattel enslavement grew in the 1600s; and

**Whereas**, these Africans began to engage with and in some instances created families with indigenous Americans in the region; and

**Whereas**, the descendants of this group are called “Gullah/Geechee”; and

**Whereas**, this group of self-sufficient people came together in 1999 throughout the Sea Islands and Lowcountry of the Carolinas, Georgia, and Florida to stand on their human rights to self-determination; and

**Whereas**, this group took one year to elect their own leader; and

**Whereas**, they elected and enstooled St. Helena Island native whose family roots also stem from Polowana and Dataw Islands, Queen Quet, Chieftess of the Gullah/Geechee Nation; and

**Whereas**, Queen Quet has served as the official “Head pun de Bodee” and spokesperson for Gullah/Geechees since July 2, 2000; and

**Whereas**, Gullah/Geechee Nation Appreciation Week 2023 is being celebrated under the theme “Celebrating Gullah/Geechee Resiliency;”

**Whereas**, we support the continuation of Gullah/Geechee cultural heritage and sustainability of the Gullah/Geechee Nation; and

**Now, therefore, be it resolved**, that Beaufort County Council does hereby proclaim the week of July 29, 2023 – August 5, 2023, as “Gullah/Geechee Nation Appreciation Week” and call upon all our citizens to celebrate with the citizens of the Gullah/Geechee Nation.

## **Gullah / Geechee Nation Appreciation Week**

Dated this 10<sup>th</sup> Day of July

\_\_\_\_\_  
Joseph F. Passiment, Jr.  
Beaufort County Council



# CITIZEN COMMENTS 1<sup>st</sup> Portion

County Council

July 10, 2023

### CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL

Anyone who wishes to speak during the Citizen Comment portion of this meeting will limit their comments **TO AGENDA ITEMS ONLY** and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language.

FULL NAME (print only)

Agenda Topic

~~Debra Smith~~  
 Leanne Coulter  
 Beth McIntyre  
 Kate Yarborough  
 Deborah Smith  
 Skip Hulse LMD  
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~~Debra Smith~~  
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# CITIZEN COMMENTS 2nd Portion

County Council

July 10, 2023

**CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**

*Anyone who wishes to speak during the Citizen Comment portion of this meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language.*

**FULL NAME (print only)**

**Topic**

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Skip Hobland

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# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 11.

<b>ITEM TITLE:</b>
<b>AN ORDINANCE AMENDING ORDINANCE 2022/45 BY REMOVING THE PROPERTY LOCATED AT 68 HELMSMAN WAY WITH TMS NO. R552 010 000 0309 0000 AND OTHER MATTERS RELATED THERETO</b>
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee; June 26, 2023
<b>PRESENTER INFORMATION:</b>
Brittany Ward, County Attorney 5 Minutes
<b>ITEM BACKGROUND:</b>
<b>PROJECT / ITEM NARRATIVE:</b>
Beaufort County Council previously adopted Ordinance 2022/45 approving the conveyance of property between the Town of Hilton Head and Beaufort County. Following the completion of the County's due diligence, it was determined the Town does not own title to the property located at 68 Helmsman Way with TMS No. R552 010 000 0309 0000. The aforementioned property must be removed from the previously approved ordinance. Additionally, one of the properties was inadvertently misidentified and requires one of the 152 William Hilton Pkwy properties to be removed and replaced with the correct address of 150 William Hilton Pkwy.
<b>FISCAL IMPACT:</b>
<i>No fiscal impact.</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends amending Ordinance 2022/45
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to move forward to Council for first reading/approval.

**AN ORDINANCE AMENDING ORDINANCE 2022/45 BY REMOVING THE PROPERTY LOCATED AT 68 HELMSMAN WAY WITH TMS NO. R552 010 000 0309 0000 AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, Beaufort County Council adopted Ordinance 2022/45 on October 24, 2022, authorizing the conveyance of several parcels of real property between Beaufort County (“County”) and the Town of Hilton Head (“Town”); and

**WHEREAS**, following completion of the County’s due diligence it was determined the Town does not hold title to the property located at 68 Helmsman Way, Hilton Head Island with TMS No. R552 010 000 0309 0000; and

**WHEREAS**, a parcel was inadvertently misidentified in Ordinance 2022/45 and requires the second “152 William Hilton Parkway, Hilton Head Island with TMS No. R511 007 000 0070 0000” to be removed and replaced with “150 William Hilton Parkway with TMS No. R511 007 000 0247 0000”; and

**WHEREAS**, the real property identified in Ordinance 2022/45 is to be amended as described above and the property to be removed is stricken through and the additional property is underlined as follows:

- 70 Baygall Road, Hilton Head Island with TMS No. R510 005 000 0005 0000
- 70 Baygall Road, Hilton Head Island with TMS No. R510 005 000 019G 0000
- 152 William Hilton Parkway, Hilton Head Island with TMS No. R511 007 000 0070 0000
- ~~152 William Hilton Parkway, Hilton Head Island with TMS No. R511 007 000 0070 0000~~
- 150 William Hilton Parkway with TMS No. R511 007 000 0247 0000
- 68 Helmsman Way, Hilton Head Island with TMS No. R552 010 000 0650 0000
- ~~68 Helmsman Way, Hilton Head Island with TMS No. R552 010 000 0309 0000~~
- 43 Jenkins Road, Hilton Head Island with TMS No. R510 006 000 001C 00000

**WHEREAS**, Beaufort County Council has determined that it is appropriate to amend Ordinance 2022/45 as stated above.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council hereby amends Ordinance 2022/45 by removing the property located at 68 Helmsman Way with TMS No. R552 010 000 0309 0000, and replace one of the properties described as “152 William Hilton Parkway with TMS No. R511 007 000 0070 0000” with “150 William Hilton Parkway with TMS No. R511 007 000 0247 0000”.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_

Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF TAX MAP SERIAL NUMBER R710 012 000 0001 0000 AND R710 012 000 0072 0000 ALSO KNOWN AS COTTON HALL</b>
<b>MEETING NAME AND DATE:</b>
Land Use and Community Services Committee, June 12, 2023
<b>PRESENTER INFORMATION:</b>
Ms. Kate Schaefer, Director of Land Protection, Beaufort County Open Land Trust - RCLP Program (5 minutes)
<b>ITEM BACKGROUND:</b>
Rural and Critical Land Preservation Board recommended to pursue due diligence on 3/23/23, Land Use and Community Services Committee recommended due diligence on 4/10/23, RCLP board recommended to purchase both property's on 6/8/23.
<b>PROJECT / ITEM NARRATIVE:</b>
Due Diligence on the Cotton Hall Fee property represents a partnership with the SC Conservation Bank and Open Space Institute to purchase land for Beaufort County ownership and public access in the ACE Basin. The property is adjacent to RCLP protected property, shares highway access along Highway 17 in Sheldon neighborhood and offers a total of 527 acres with amenities for public access including water features and open agricultural fields.  The proposed purchase includes purchasing two tracts of land from the Open Space Institute, real properties identified as TMS R710 012 000 0001 0000 (231 Acres) and R710 012 000 0072 0000 (295 Acres) and also known as Cotton Hall for up to \$4,500,000.
<b>FISCAL IMPACT:</b>
Up to \$4,500,000 plus closing costs (Account # 4500)
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommended approval.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve purchase of Cotton Hall Fee parcels Motion to modify purchase of Cotton Hall Fee parcels Motion to reject purchase of Cotton Hall Fee parcels

**RESOLUTION 2023/\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF TAX MAP SERIAL NUMBER R710 012 000 0001 0000 AND R710 012 000 0072 0000, ALSO KNOWN AS COTTON HALL**

**WHEREAS**, Seller wishes to sell, and Purchaser wishes to purchase the development rights on properties currently identified as R710 012 000 0001 0000 AND R710 012 000 0072 0000 consisting of +/- 526 acres and also known as Cotton Hall Fee; collectively hereinafter “Cotton Hall” and

**WHEREAS**, the fee simple purchase Cotton Hall has been demonstrated to meet the Critical Lands Criteria of the Rural and Critical Lands Program (“RCLP”); and

**WHEREAS**, the Property contributes to the extensive network of protective wildlife corridors, the protection of water quality in the ACE Basin and Port Royal Sound watersheds, and the scenic natural and rural character of the area, including two miles of frontage along Highway 17; and

**WHEREAS**, the Property is proximate to Rural and Critical Land Preservation Program conservation easements at Stony Creek at Bindon Plantation (1,317 acres) and private conservation on Tomotley Plantation (770 acres) and others in the ACE Basin area, and

**WHEREAS**, the proposal to purchase Cotton Hall is for a fee simple acquisition with a purchase price up to \$4,500,000.00 plus closing costs; and

**WHEREAS**, the proposed purchase of Cotton Hall was presented to the Rural and Critical Land Preservation Board (RCLPB) at the **June 8, 2023, meeting and the RCLPB unanimously recommended approval of the purchase;** and

**WHEREAS**, the proposed purchase of Cotton Hall was presented to the **Community Services and Land Use Committee on June 12, 2023 meeting at which time it was referred to County Council;** and

**WHEREAS**, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to execute the necessary documents for the fee simple acquisition and purchase of Cotton Hall;

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents and provide funding up to \$4,500,000 plus closing costs from Rural and Critical Lands funds for the fee simple purchase of real properties identified as TMS R710 012 000 0001 0000 AND R710 012 000 0072 0000 and also known as Cotton Hall.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_

Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council

# Cotton Hall Fee

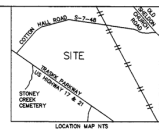
- PROPERTY ID: TMS# **R710 012 000 0001 0000 AND R710 012 000 0072 0000**
- OWNER: Open Space Institute (OSI)
- ACREAGE: 527 acres
- PARTNERS: SC Conservation Bank, Open Space Institute
- TOTAL PRICE: \$5,949,900
- PRICE Negotiated/Acre: \$11,290
- RCLPP FUNDS: \$4,449,900
- ZONING: T2 Rural
- COUNCIL DISTRICT: 1 (Dawson)
- LOCATION: 100 Cotton Hall Road (Gardens Corner, Northern Beaufort County)

# Cotton Hall Fee



Images courtesy of Crosby Land Company





**Highway Corridor Overlay District Disclosure**  
 At the time of certification, this property or portions of this property fall within the Town of Yemassee Highway Corridor Overlay District and is subject to the provisions outlined in Section 5.17 of the Town of Yemassee Development Standards Ordinance.  
 Certified By: M. Garne  
 Date: April 21, 2023

**River Protection Overlay District Disclosure**  
 At the time of certification, this property or portions of this property fall within the Town of Yemassee River Protection Overlay District and is subject to the provisions outlined in Section 5.25 of the Town of Yemassee Development Standards Ordinance.  
 Certified By: M. Garne  
 Date: April 21, 2023

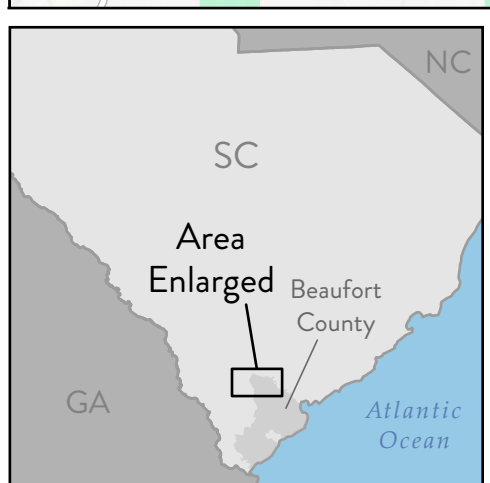
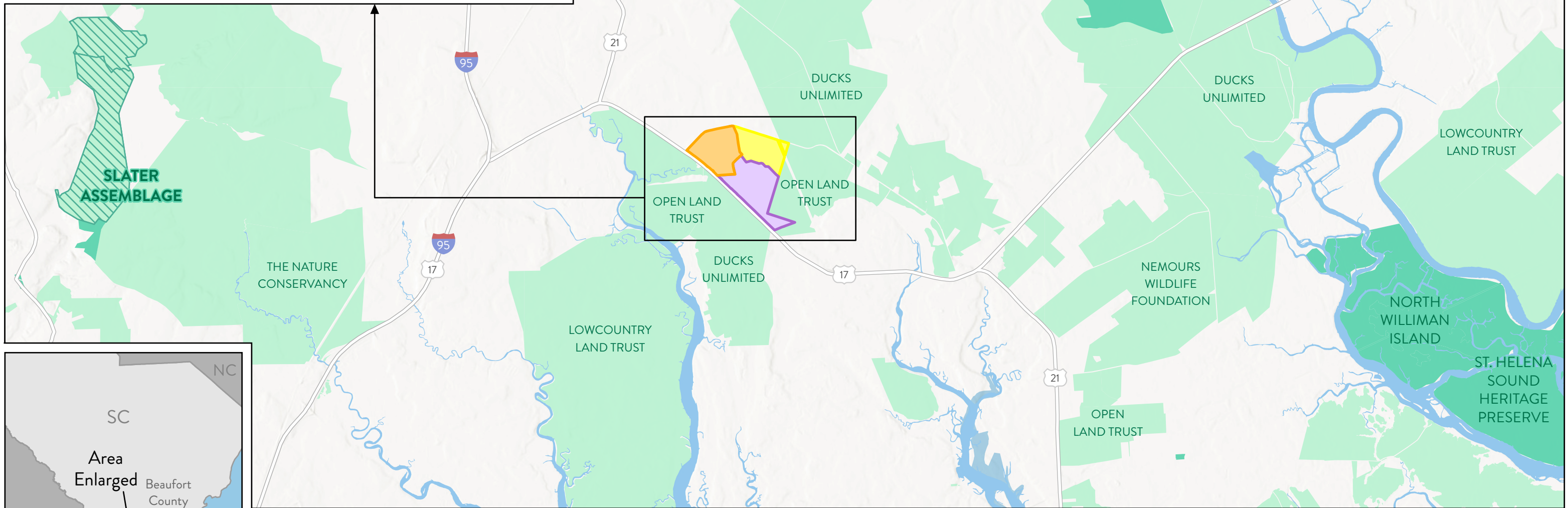
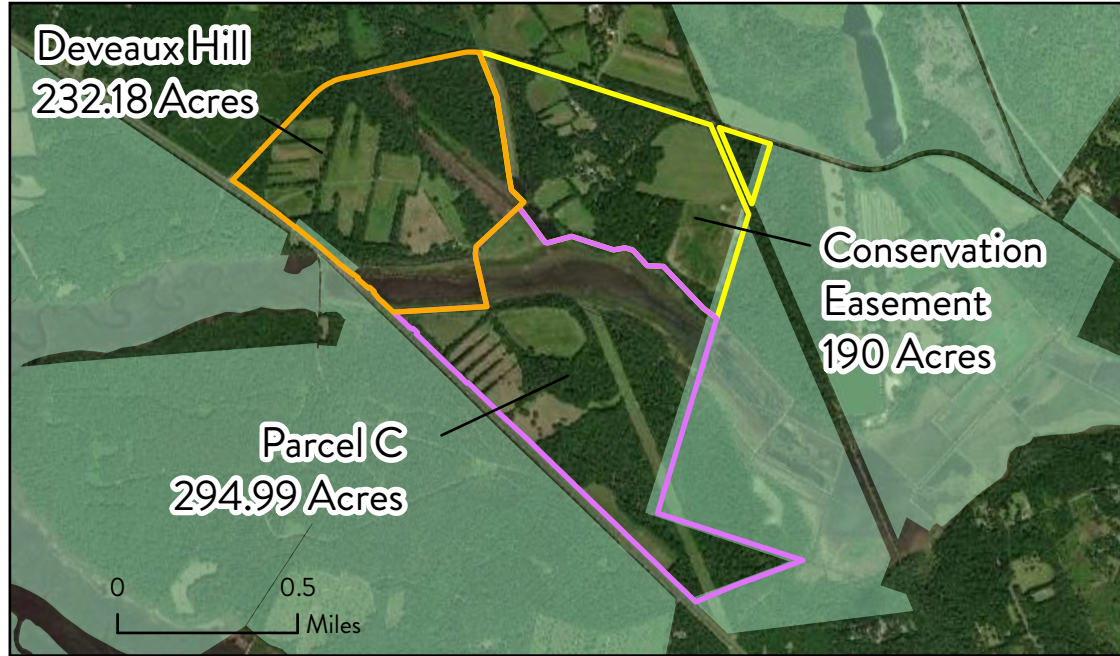
This plat of property is exempt from having to obtain subdivision approval under the provision of the Town of Yemassee Zoning Ordinance.  
 Certified By: M. Garne  
 Date: April 21, 2023



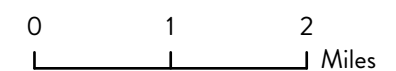
019464  
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 2023018464 PLAT  
 04/10/2023 09:10:16 AM  
 REC'D BY: RHP/RPW 127868

THIS PLAT PREPARED AT THE REQUEST OF  
 THE TOMOTLEY CREW, LLC  
 A DIVISION OF TAX MAP # R710 012 000 001 0000,  
 SHELDON AREA, BEAUFORT COUNTY, SOUTH CAROLINA

**REFERENCE:**  
 1.) DEED BOOK 3923 PAGE 539  
 2.) DEED BOOK 3859 PAGE 1706  
 3.) PLAT BOOK 40 PAGE 41  
 4.) PLAT BOOK 142 PAGE 1



- Cotton Hall - Deveaux Hill Parcel
- Cotton Hall Conservation Easement
- Public Protected Land
- Cotton Hall - Parcel C
- Current OSI-Protected Land
- Private Protected Land





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 13.

<b>ITEM TITLE:</b>
Demolition of dock located at 2 Mullet Street - \$30,000
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee Meeting – June 26, 2023
<b>PRESENTER INFORMATION:</b>
Brittany Ward, County Attorney Neil J. Desai, P.E., Public Works Director (5 Minutes)
<b>ITEM BACKGROUND:</b>
After both a visual & structural inspection, the existing dock at 2 Mullet Street is unsafe and in need of demolition due to age. A engineering report further supports demolition rather than repair or renovations.
<b>PROJECT / ITEM NARRATIVE:</b>
Demolition of existing residential dock located at 2 Mullet Street. Plans and specifications are prepared for permitting pending Committee approval. Project duration is anticipated to last no more than 2 weeks.
<b>FISCAL IMPACT:</b>
An amount not to exceed \$30,000. Public Works Department has available funds and will utilize these funds from GL Account 20010011-54124 for this effort.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Public Works Director recommends approval of this demolition.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to either accept/deny the recommendation to approve the demolition of the dock at 2 Mullet Street. <i>Next Steps – A majority vote for acceptance by Committee would move item forward to final acceptance by full County Council vote.</i>

**A RESOLUTION AUTHORIZING THE DEMOLITION OF STRUCTURES AND FUNDING FOR DEMOLITION OF STRUCTURES ON BEAUFORT COUNTY OWNED PROPERTY LOCATED AT 2 MULLET STREET**

**WHEREAS**, Beaufort County (“County”) is the fee simple owner of the real property located at 2 Mullet Street, Bluffton, SC (“Property”); and

**WHEREAS**, the Property was purchased for the purpose of expanding the infrastructure at the current Alljoy Boat Landing in order to better serve the citizens of the County; and

**WHEREAS**, the County has determined that the current dock system on the Property (“Structures”) is in disrepair and unsafe, therefore it is appropriate for the Structures to be demolished at a cost not to exceed Thirty Thousand (\$30,000) Dollars; and

**WHEREAS**, the County previously allocated funding for boat landing maintenance and/or repairs from local A-tax (Account #20010011-54124) and the cost to demolish the Structures in an amount not to exceed Thirty Thousand (\$30,000) Dollars shall be funded by the aforementioned funds; and

**WHEREAS**, the Beaufort County Council has determined that it is in the best interest of the citizens of Beaufort County to authorize the demolition of Structures on the Property and provide funding for the demolition from Account #20010011-54124 for the reasons stated herein.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the demolition of structures and funding for demolition of structures on Beaufort County owned property located at 2 Mullet Street.

Adopted this \_\_\_\_ day of July 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

\_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>TEXT AMENDMENT TO COMMUNITY DEVELOPMENT CODE (“CDC”) APPENDIX B: - THE DAUFUSKIE ISLAND COMMUNITY DEVELOPMENT CODE, TO AMEND DIVISION B.3, SECTION B.3.20 (CONSOLIDATED LAND USE TABLE AND LAND USE DEFINITIONS), AND TO ADD A NEW SECTION B.3.30 (OTHER STANDARDS) AND A NEW SUB-SECTION B.3.30.A (SHORT-TERM RENTAL) TO ALLOW THE USAGE OF SHORT-TERM RENTALS AS A SPECIAL USE IN D2 RURAL, D2R-CP (RURAL-CONVENTIONALLY PLATTED), D2R-GH (RURAL-GULLAH HERITAGE), AND D3 GENERAL NEIGHBORHOOD, AND A PERMITTED USE IN D4 MIXED USE, D5 VILLAGE CENTER, AND D5 GENERAL COMMERCIAL.</b>
<b>MEETING NAME AND DATE:</b>
<i>Community Services and Land Use Committee Meeting, April 10, 2023</i>
<b>PRESENTER INFORMATION:</b>
<i>Robert Merchant, AICP, Director, Beaufort County Planning and Zoning (10 minutes needed for item discussion)</i>
<b>ITEM BACKGROUND:</b>
<i>In December of 2022, The Daufuskie Island Council finished forming their proposed Short-Term Rental standards. The Council presented its proposal to the County’s Planning Department. The Planning Department has reviewed the standards along with the Daufuskie Island Council and is recommending approval of the proposed standards. At its March 6, 2023 meeting, the Planning Commission recommended approval with the condition that Section B.3.30.A.4.b.8 “[a]n insurance certificate verifying public liability insurance of \$500,000.00” is removed from the proposed text amendment.</i>
<b>PROJECT / ITEM NARRATIVE:</b>
<i>Staff is proposing the following changes to the Community Development Code, Appendix B: - The Daufuskie Island Development Code: amend Division B.3, Section B.3.20 and add new Section B.3.30, and new sub-section B.3.30.A. The request is to allow the usage of Short-Term Rentals as a Special Use in D2 Rural, D2R-CP (Rural-Conventionally Platted), D2R-GH (Rural-Gullah Heritage), and D3 General Neighborhood, and a Permitted Use in D4 Mixed Use, D5 Village Center, and D5 General Commercial. This would reflect in:</i> <ul style="list-style-type: none"><li><i>○ Adding the use to Division B.3.20 in the <u>Consolidated Use Table and Land Use Definitions</u></i></li><li><i>○ Establishing the new Division B.3.30 <u>Other Standards</u></i></li><li><i>○ Establishing the new subsection Division B.3.30.A <u>Short-Term Rentals</u></i></li></ul>
<b>FISCAL IMPACT:</b>
<i>Not applicable.</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<i>Staff recommends approval.</i>
<b>OPTIONS FOR COUNCIL MOTION:</b>

*To approve or deny the proposed amendments to the Daufuskie Island Community Development Code: Divisions B.3.20, B.3.30, and B.3.30.A to allow the usage of Short-Term Rentals as a Special Use in D2 Rural, D2R-CP (Rural-Conventionally Platted), D2R-GH (Rural-Gullah Heritage), and D3 General Neighborhood and a Permitted Use in D4 Mixed Use, D5 Village Center, and D5 General Commercial*



## MEMORANDUM

**TO:** Alice Howard, Chair, Community Services and Land Use Committee  
**FROM:** Beaufort County Planning and Zoning Department  
**DATE:** April 10, 2023  
**SUBJECT:** Text Amendment to the Daufuskie Island Community Development Code

### **STAFF REPORT:**

#### **A. BACKGROUND AND SUMMARY OF REQUEST:**

Through Ordinance 2020-32, robust short-term rental standards were established in the Community Development Code. At the time of adoption, the short-term rental use was added as a Special Use to all transect zones except T1 Natural Preserve. It is a Permitted Use in conventional zones except C3 Neighborhood Mixed Use, where it is a special use. It is not allowed in S1 Industrial. However, at that time, short-term rentals were not added to any of the Community Preservation Districts.

In December of 2022, The Daufuskie Island Council finished forming their proposed Short-Term Rental standards. The have since been presented to the County's Planning Department. The Planning Department has reviewed the standards along with the Daufuskie Island Council and are recommending approval of the proposed standards presented in this Staff Report.

Therefore, staff is proposing a change in the following Code Divisions: B.3.20, B.3.30, and B.3.30.A. The request is to allow the usage of Short-Term Rentals as a Special Use in D2 Rural, D2R-CP (Rural-Conventionally Platted), D2R-GH (Rural-Gullah Heritage), and D3 General Neighborhood, and a Permitted Use in D4 Mixed Use, D5 Village Center, and D5 General Commercial. This would reflect in:

- Adding the use to Division B.3.20 in the Consolidated Use Table and Land Use Definitions
- Establishing the new Division B.3.30 Other Standards
- Establishing the new subsection Division B.3.30.A Short-Term Rentals

Because of the lack of use standards in the Daufuskie Island Community Development Code, Division B.3.30 Other Standards is being proposed to establish a section for any future use standards that are to be adopted.

**B. STAFF RECOMMENDATION:** Staff recommends approval of the request with the condition that Section B.3.30.A.4.b.8 is removed.

**C. PLANNING COMMISSION RECOMMENDATION:** At their March 6, 2023 meeting, the Planning Commission recommended approval with the condition that Section B.3.30.A.4.b.8 “[a]n



insurance certificate verifying public liability insurance of \$500,000.00.” is removed from the proposed text amendment.

**ORDINANCE 2023/\_\_\_\_\_**

**TEXT AMENDMENT TO COMMUNITY DEVELOPMENT CODE (“CDC”) APPENDIX B: - THE DAUFUSKIE ISLAND COMMUNITY DEVELOPMENT CODE, TO AMEND DIVISION B.3, SECTION B.3.20 (CONSOLIDATED LAND USE TABLE AND LAND USE DEFINITIONS), AND TO ADD A NEW SECTION B.3.30 (OTHER STANDARDS) AND A NEW SUB-SECTION B.3.30.A (SHORT-TERM RENTAL) TO ALLOW THE USAGE OF SHORT-TERM RENTALS AS A SPECIAL USE IN D2 RURAL, D2R-CP (RURAL-CONVENTIONALLY PLATTED), D2R-GH (RURAL-GULLAH HERITAGE), AND D3 GENERAL NEIGHBORHOOD, AND A PERMITTED USE IN D4 MIXED USE, D5 VILLAGE CENTER, AND D5 GENERAL COMMERCIAL.**

**WHEREAS**, the Daufuskie Island Community Development Code currently does not allow Short-Term Rentals as a use; and

**WHEREAS**, staff proposes amending the Daufuskie Island Development Code to allow Short-Term Rentals as a Special Use in D2 Rural, D2R-CP (Rural-Conventionally Platted), D2R-GH (Rural-Gullah Heritage), and D3 General Neighborhood, and a Permitted Use in D4 Mixed Use, D5 Village Center, and D5 General Commercial; and

**WHEREAS**, the Beaufort County Planning Commission considered the proposed amendments on March 6, 2023, and voted to recommend that County Council approve the proposed amendments with conditions; and

**WHEREAS**, County Council now wishes to amend the Daufuskie Island Community Development Code to allow Short-Term Rentals as a Special Use in D2 Rural, D2R-CP (Rural-Conventionally Platted), D2R-GH (Rural-Gullah Heritage), and D3 General Neighborhood, and a Permitted Use in D4 Mixed Use, D5 Village Center, and D5 General Commercial; and

**WHEREAS**, although the Community Development Code does not allow short-term rentals on Daufuskie Island, many property owners have nevertheless rented their properties on a short-term basis without permits and many others would like to rent their existing homes on a short-term basis. To accommodate these property owners Council hereby decrees that, for a period of sixty (60) days from the date this ordinance is adopted, any owner of a home on Daufuskie Island who has a certificate of occupancy and who would like to obtain a short-term rental permit may submit an application and, if the property meets the requirements to obtain a permit, may obtain a permit without regard to the Land Use Type (“Grace Period”). All applications received thereafter must comply with this ordinance.

**NOW, THEREFORE BE IT ORDANINED** by County Council in a meeting duly assembled that The Community Development Code, Appendix B – The Daufuskie Island Community Development Code, Division B.3, Section B.3.20 (Consolidated Use Table and Land Use Definitions) is amended and that a new section, Section B.3.30 (Other Standards), and a new sub-section B.3.30.A (Short-Term Rentals) are added to the Daufuskie Island Community Development Code as set forth in Exhibit “A” hereto. It is further ordained that these amendments will go into effect sixty-one (61) days from the date hereof so that Certificate of Occupancy holders who wish to rent their properties may do so by submitting properly completed permit applications as set forth in the Grace Period provision above. Deletions in the existing code are stricken through. Additions are highlighted and underlined.

Ordained this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Joseph Passiment, Chairman

\_\_\_\_\_  
Sarah Brock, Clerk to Council

## EXHIBIT "A"

### B.3.20 - Consolidated Land Use Table and Land Use Definitions (Snippet)

Table B.3.20. Consolidated Use Table									
Land Use Type	D1 NP	D2 R	D2 CP	D2 GH	D3 GN	D4 MU	D5 VC	D5 GC	Definition
<b>OFFICES &amp; SERVICES</b>									
1. General Offices and Services 3,500 SF or less	—	C	—	C	C	P	P	P	1. <u>Bank/Financial Services.</u> Financial institutions, including, but not limited to: banks, credit agencies, investment companies, security and commodity exchanges, ATM facilities. 2. <u>Business Services.</u> Establishments providing direct services to consumers, including, but not limited to: employment agencies, insurance agent offices, real estate offices, travel agencies, landscaping and tree removal companies, exterminators, carpet cleaners, and contractors' offices without exterior storage.
2. General Offices and Services 10,000 SF or less	—	—	—	—	—	P	P	P	3. <u>Business Support Services.</u> Establishments providing services to other businesses, including, but not limited to: computer rental and repair, copying, quick printing, mailing and mailbox services. 4. <u>Personal Services.</u> Establishments providing non-medical services to individuals, including, but not limited to: barber and beauty shops, dry cleaners, small appliance repair, laundromats, massage therapists, pet grooming with no boarding, shoe repair shops, tanning salons, funeral homes. These uses may include incidental retail sales related to the services they provide. 5. <u>Professional and Administrative Services.</u> Office-type facilities occupied by businesses or agencies that provide professional or government services, or are engaged in the production of intellectual property.
3. Animal Services: Clinic/Hospital	—	—	—	—	—	C	P	P	An establishment used by a veterinarian where animals are treated. This use may include boarding and grooming as accessory uses.

4. Animal Services: Kennel	—	C	—	C	C	C	P	P	A commercial facility for the boarding, breeding, and/or maintaining of animals for a fee that are not owned by the operator. This use includes pet day care facilities, animal training facilities (except horses - see "Commercial Stables"), and may include grooming as an accessory use. This use includes the breeding of animals in outdoor structures, cages or pens for sale, but does not include animals for sale in pet shops (see "General Retail").
5. Body Branding, Piercing, Tattooing	—	—	—	—	—	S	S	S	An establishment whose principal business is the one or more of the following: any invasive procedure in which a permanent mark is burned into or onto the skin using either temperature, mechanical or chemical means; creation of an opening in the body for the purpose of inserting jewelry or other decorations (not including ear piercing); and/or placing designs, letters, figures, symbols or other marks upon or under the skin of any person using ink or other permanent coloration.
6. Day Care: Family Home (up to 8 clients)	—	C	—	C	C	C	S	S	A state-licensed facility in a private home where an occupant of the residence provides non-medical care and supervision for up to 8 unrelated adults or children, typically for periods of less than 24 hours per day for any client.
7. Day Care: Commercial Center (9 or more clients)	—	—	—	—	—	C	S	S	A state-licensed facility that provides non-medical care and supervision for more than 8 adults or children, typically for periods of less than 24 hours per day for any client. Facilities include, but are not limited to: nursery schools, preschools, after-school care facilities, and daycare centers.
8. Short-term Rentals	—	S	S	S	S	P	P	P	<u>A property with a residential dwelling where lodging is offered, advertised, or provided to Short-Term Rental Tenants (excluding family members) for a fee or any form of compensation with individual rental terms not exceeding 29 consecutive days. In cases where Special Use approval is required, the Zoning Board of Appeals (ZBOA) may establish an appropriate rental limit as a condition of approval after conducting the public hearing and finding that conditions exist making such a limitation necessary. This definition does not regulate or replace other definitions for real or personal property taxes. Those standards must be complied with in accordance with the applicable regulations and State Laws.</u>
9. Lodging: Bed and Breakfast (5 rooms or less)	—	C	—	C	C	P	P	P	The use of a single residential structure for commercial lodging purposes, with up to 5 guest rooms used for the purpose of lodging transient guests and in which meals may be prepared for them, provided that no meals may be sold to persons other than such guests, and where the owner resides on the property as his/her principal place of residence.
10. Lodging: Inn (up to 24 rooms)	—	—	—	—	S	P	P	P	A building or group of buildings used as a commercial lodging establishment having up to 24 guest rooms providing lodging accommodations to the general public.
11. Lodging: Hotel (25 to 50 rooms)	—	—	—	—	—	S	P	P	A lodging establishment of 25 or more rooms in a building or group of buildings offering transient lodging accommodations on a daily rate to the general public.
12. Residential Storage Facility	—	—	—	—	—	S	S	S	A building or buildings consisting of individual, small, self-contained units that are leased or owned for the storage of household goods. Outdoor

									storage of boats, trailers, and vehicles may be provided as an accessory use.
<del>12</del> 13. Medical Service: Hospital	—	—	—	—	—	S	P	P	An institution licensed by the State, where people, including inpatients, receive medical, surgical or psychiatric treatment and nursing care.
<del>13</del> 14. Medical Service: Clinics/Offices	—	—	—	—	—	P	P	P	1. <u>Clinic.</u> A facility other than a hospital where medical, mental health, surgical and other personal health services are provided on an outpatient basis. Examples of these uses include: Medical offices with five or more licensed practitioners and/or medical specialties, outpatient care facilities, urgent care facilities, other allied health services. These facilities may also include incidental medical laboratories and/or pharmacies. Counseling services by other than medical doctors or psychiatrists are included under "General Services - Professional/Administrative." 2. <u>Medical Office.</u> A facility other than a hospital where medical, dental, mental health, surgical, and/or other personal health care services are provided on an outpatient basis, and that accommodates no more than four licensed primary practitioners (for example, chiropractors, medical doctors, psychiatrists, etc., other than nursing staff) within an individual office suite. A facility with five or more licensed practitioners is classified under "Medical Services - Clinic." Counseling services by other than medical doctors or psychiatrists are included under "General Services - Professional/Administrative."
14 15. Vehicle Services: Minor Maintenance and Repair	—	C	—	C	C	P	P	P	Incidental minor repairs to include replacement of parts and service to passenger cars and light trucks, but not including any operation defined as "Vehicle Services - Major Maintenance and Repair" or any other operation similar thereto. Examples include quick service oil, tune-ups, tires, brake and muffler shops. This use also includes car washes and detailing businesses as a principal use.
15 16. Vehicle Services; Major Maintenance and Repair	—	—	—	—	—	S	S	S	General repair, rebuilding or reconditioning of boats and/or motor vehicles; collision service including body or frame straightening or repair; vehicle paint shops; auto wrecker services.

### **B.3.30 - Other Standards**

#### **A. Short-Term Rental**

##### **1. Purpose and Applicability.**

- a. **Purpose.** The County is committed to working to protect the traditional quality of life and character of its residential neighborhoods and coastal islands. The County has concerns about permitted short-term rentals resulting in increased traffic, noise, trash, parking needs, safety and possible adverse impacts and other undesirable changes to the nature of the historic districts of Daufuskie Island. Therefore, the County Council finds it appropriate and in the best interests of its residents, property owners, and visitors to regulate Short-Term Rental Properties (STRPs) within all Transect Zones on unincorporated Daufuskie Island.

This Article sets out standards for establishing and operating Short-Term Rental Properties. These regulations are intended to provide for an efficient use of residential dwellings as STRPs by:

- 1) Providing for an annual permitting process to regulate STRPs;
- 2) Balancing the interests of owner-occupied dwellings with properties that are frequently used in whole or in part by Short-Term Rental Tenants.
- 3) Allowing homeowners to continue to utilize their residences in the manner permitted by this Ordinance for the Zoning District in which a particular home is located.
- 4) Providing alternative accommodation options for lodging in residential dwellings;
- 5) Complementing the accommodation options in environments that are desirable and suitable as a means for growing tourism and,
- 6) Providing an opportunity for public comment on the granting of STRP permits in residential transect zones.

##### **b. Applicability.**

- 1) **Short-Term Home Rental (STHR).** A property with a residential dwelling where lodging is offered, advertised, or provided to Short-Term Rental Tenants (excluding family members) for a fee or any form of compensation with individual rental terms not exceeding 29 consecutive days. The subject property must be a legally permitted dwelling unit of one or more rooms arranged for complete independent housekeeping purposes with space for living and sleeping, facilities for eating and cooking, and provisions for sanitation. For the purposes of this regulation and for the avoidance of doubt, recreational vehicles, campers, fifth-wheel trailers, tents, shipping containers, and motor vehicles are not considered dwelling units. In cases where Special Use approval is required, the Zoning Board of Appeals (ZBOA) may establish an appropriate rental limit as a condition of approval after conducting the public hearing and finding that conditions exist making such a limitation necessary. This definition does not regulate or replace other definitions for real or personal property taxes. Those standards must be complied with in accordance with the applicable regulations.

- 2) **Applicable Zoning Districts.** STRPs shall be allowed within the Zoning Districts of this Ordinance in accordance with Division B.3.20: Consolidated Land Use Table and Land Use Definitions.
- 3) **Application.** Applications for STRPs shall be made in compliance with this Article.
- 4) All legally permitted dwelling units operating as STRs up through the year 2022 which can provide proof that accommodation taxes have been paid shall be allowed to continue to operate. All new STRs thereafter shall be subject to the processes established in B.3.20.

c. **Registration.** All STRPs require a Short-Term Rental Property (STRP) Permit and Business License. Upon adoption of this Ordinance, STRPs will have 60 calendar days to submit applications to comply with the provisions of this Article. All STRs grandfathered shall complete an STR application and submit to the county to receive necessary permits.

## 2. **Operating Standards and Requirements.**

### a. **Permits and Renewals.**

- 1) After a STRP use has been authorized through the applicable zoning process(es), a Short-Term Rental Property (STRP) Permit for a STRP use and a Business License must be obtained prior to offering, advertising, or providing Short-Term Rental Properties for lodging as provided for in this Article.
- 2) Short-Term Rental Property (STRP) Permits for all STRP uses must be renewed annually in compliance with this Article.
- 3) STRP permits are not transferrable when a dwelling is sold. The new owner must complete the application process for a new permit.

### b. **Short-Term Rental Property Tenant Notices.**

- 1) Each STRP must contain a Short-Term Rental Tenant notice posted in each room where Short-Term Rental Tenants may lodge. The notice must provide the following information:
  - a. Contact information for the owner of the STRP;
  - b. Short-Term Rental Property (STRP) Permit Number for the STRP use;
  - c. Trash collection location and schedules, if applicable; and
  - d. Fire and Emergency evacuation routes.
- 2) A permanent 8.5" x 11" weatherproof sign shall be installed at the entrance to the property with the following information clearly shown:
  - a. The street address;
  - b. The STRP License Number;
  - c. The 24-hour emergency contact's name and telephone number; and
  - d. Maximum occupancy.
- 3) Each STRP must contain a prominently posted "Good Neighbor Notice" providing information about local rules and regulations such as age limits for

driving golf carts, local leash laws, "lights out" regulations during turtle nesting season, and information about the Beaufort County noise ordinance #2021/07.

### 3. General Standards.

#### a. Use Limitations and Standards.

- 1) Legally permitted Principal Dwelling Units and Accessory Dwelling Units may be used as STRPs, even when they are located on the same property; however, Accessory Structures shall not be used as STRPs.
- 2) Parking for Short-Term Rental Tenants shall comply with requirements in Division 5.5 of the County Community Development Code.
- 3) Signage advertising STRPs is prohibited in Residential Zoning Districts.
- 4) Due to Short-Term rentals on Daufuskie Island prominently being served by Well and Septic systems, maximum occupancy shall be considered. The maximum occupancy is two adults per bedroom plus two additional adults. Persons aged 12 years and older are to be considered adults. All persons aged less than 12 years old do not count against the maximum occupancy.
- 5) Any designated agent shall be identified on the application for the Short-Term permit and posted within the rental.
- 6) The owner must have a plan for the proper disposal and removal of trash and shall ensure any outdoor trash containers remain secured to avoid spills, animal intrusions, and unsightly conditions.

#### b. Advertising.

- c. Whether by a hosting platform, via Internet or paid advertising, or other postings, advertisements, or announcements, the availability of a STRP shall include the County issued Short Term Rental Property (STRP) Permit Number.

#### d. Annual Short-Term Rental Property (STRP) Permit Renewal.

- 1) Short-Term Rental Property (STRP) Permits for all STRPs must be renewed annually. An application for annual renewal of the Short-Term Rental Property (STRP) Permit must include:
  - a. The application fee.
  - b. A notarized affidavit signed by the property owner stating that the type of STRP use and the information submitted as part of the application for the previous year's Short-Term Rental Property (STRP) Permit for the STRP use has not changed in any manner whatsoever and that the STRP use complies with the most recently adopted version of this Article (form of Affidavit Provided by the County). A legible copy of a valid photo ID may be submitted in lieu of providing a notarized signature; and
  - c. The applicant shall file an application for a new Short-Term Rental Property (STRP) Permit for a STRP use if the requirements are not met.
- 2) If the Director of the Community Development Department determines that the STRP use is not consistent with the Special Exception that authorizes the use and/or Site Plan Review approval that authorizes the use, the applicant shall file an application for a new Short-Term Rental Property (STRP) Permit



for the STRP use, including applicable Special Exception and/or Site Plan Review applications and fees.

- 3) By the end of January of each calendar year, the owners of all registered STRPs will be mailed an annual renewal notice informing them that they must renew the Short-Term Rental Property (STRP) Permit for the STRP use on or before April 1st of the same calendar year or their existing Short-Term Rental Property (STRP) Permit will expire. The Short-Term Rental Property (STRP) Permit for the STRP use will terminate on April 1st of each year regardless of whether the applicant receives notice from the Zoning and Planning Department Director.

#### 4. Use Limitations and Requirements.

- a. **Applicability.** The limitations and requirements of this Section apply to all types of Short-Term Rental Properties (STRPs).
- b. **Application Submittal Requirements.** No application for a STRP shall be accepted as complete unless it includes at minimum the required fee and the information listed below.
  - 1) The name, address, email, and telephone number of all property owners of the Short-Term Rental Property (STRP).
  - 2) Completed Short-Term Rental Property application signed by all current property owner(s). For properties owned by corporations or partnerships, the applicant must submit a resolution of the corporation or partnership authorizing and granting the applicant signing and authority to act and conduct business on behalf of and bind the corporation or partnership.
  - 3) Restricted Covenants Affidavit(s) signed by the applicant or current property owner(s) in compliance with state law.
  - 4) Address and Property Identification Number of the property on which the STRP is located.
  - 5) The type of Dwelling Unit(s) that is proposed to be used as a STRP must be a legally permitted dwelling unit of one or more rooms arranged for complete independent housekeeping purposes with space for living and sleeping, facilities for eating and cooking, and provisions for sanitation.
  - 6) The maximum number of bedrooms in the Dwelling Unit(s) proposed to be used as a STRP.

#### 5. Enforcement and Violations.

- a. Notwithstanding the provisions of this Ordinance, a STRP Short-Term Rental Property (STRP) Permit may be administratively revoked by the Community Development Department Director or his designee if the STRP has violated the provisions of this Article on three or more occasions within a 12-month period. Provided however, a STRP Short-Term Rental Property (STRP) Permit may be immediately revoked if the Community Development Department Director determines the STRP has Building Code violations, there is no Business License for the property, the property is being used in a manner not consistent with the Short-Term Rental Property (STRP) Permit issued for the STRP use, or the advertisement for the STRP does not include the County issued Short-Term Rental Property (STRP) Permit Number.
- b. If a STRP Short-Term Rental Property (STRP) Permit is administratively revoked or an application for a STRP Short-Term Rental Property (STRP) Permit is administratively

denied, a STRP owner (or authorized agent) may appeal the Community Development Department Director's administrative decision revoking or denying the STRP Short-Term Rental Property (STRP) Permit to the Board of Zoning Appeals within 30 calendar days from the date of the denial or revocation. All appeals shall be addressed in accordance with the appeal procedures as defined in the Community Development Code.

- c. Subsequent Application. Once a County-issued Short-Term Rental Property (STRP) Permit and/or a Business License for a STRP use has been revoked, no new Short-Term Rental Property (STRP) Permit and/or Business License for a STRP use shall be issued to the applicant for the same property for a period of one year from the date of revocation. Upon expiration of the revocation period, a new Short-Term Rental Property (STRP) Permit application for a STRP use must be submitted in accordance with this Article. This provision may be waived provided the party is sold to a new owner that has no business or personal affiliation with the previous owner and provided a penalty of \$500.00 is paid by the owner/applicant at the time the Short-Term Rental Property (STRP) Permit application for a STRP use is filed.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS FOR THE SALE OF REAL PROPERTY WITH TMS NO. R600-009-000-0003-0000, ALSO KNOWN AS CAMP ST. MARY'S, TO THE BEAUFORT COUNTY RURAL AND CRITICAL LANDS PROGRAM
<b>MEETING NAME AND DATE:</b>
COMMUNITY SERVICES AND LAND USE COMMITTEE; 6/12/23 @ 3:00PM
<b>PRESENTER INFORMATION:</b>
MARK DAVIS, DEPUTY DIRECTOR OF PLANNING & ZONING 10 MINUTES
<b>ITEM BACKGROUND:</b>
IN 1997, PRIOR TO THE CREATION OF THE BEAUFORT COUNTY RURAL AND CRITICAL LANDS PROGRAM, BEAUFORT COUNTY PURCHASED THE REAL PROPERTY CURRENTLY IDENTIFIED AS R600-009-000-0003-0000 CONSISTING OF APPROXIMATELY EIGHT (8) ACRES AND IS ALSO KNOWN AS CAMP ST. MARY'S FOR \$500,000.
<b>PROJECT / ITEM NARRATIVE:</b>
SINCE 2000, THE RURAL AND CRITICAL LANDS PROGRAM HAS ACQUIRED REAL PROPERTY FOR CONSERVATION, CREATION OF PASSIVE PARKS, AND FOR THE PRESERVATION OF VALUABLE ECONOMIC AND NATURAL RESOURCES. THE CAMP ST. MARY'S PROPERTY IS LOCATED IN UNINCORPORATED BEAUFORT COUNTY AND MEETS THE RURAL AND CRITICAL LANDS PROGRAMS CRITERIA FOR INCLUSION IN THE PROGRAM, HAS DOCK ACCESS TO DEEP WATER, AND COULD BE DEVELOPED INTO A PASSIVE PARK FOR THE PUBLIC TO ENJOY. THIS PROJECT WENT BEFORE THE RURAL AND CRITICAL LANDS PRESERVATION BOARD ON JUNE 8, 2023 WHERE THE BOARD VOTED 6 -1 TO RECOMMEND THAT THE COUNTY NOT PURCHASE THE PROPERTY INTO THE RURAL AND CRITICAL LANDS PRESERVATION PROGRAM.
<b>FISCAL IMPACT:</b>
THE COUNTY HAS OBTAINED AN APPRAISAL FROM A LICENSED APPRAISER THAT SETS THE PROPERTY'S FAIR MARKET VALUE AT TWO MILLION DOLLARS (\$2,000,000). THE TOTAL COST TO THE RURAL AND CRITICAL LANDS PROGRAM WOULD BE THE PROPERTY'S APPRAISED VALUE PLUS CLOSING COSTS.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
STAFF RECOMMENDS APPROVAL
<b>OPTIONS FOR COUNCIL MOTION:</b>
MOTION TO APPROVE OR DENY APPROVAL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS FOR THE SALE OF REAL PROPERTY WITH TMS NO. R600-009-000-0003-0000, ALSO KNOWN AS CAMP ST. MARY'S, TO THE BEAUFORT COUNTY RURAL AND CRITICAL LANDS PROGRAM

**ORDINANCE 2023/\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS FOR THE SALE OF REAL PROPERTY WITH TMS NO. R600-009-000-0003-0000, ALSO KNOWN AS CAMP ST. MARY’S, TO THE BEAUFORT COUNTY RURAL AND CRITICAL LANDS PROGRAM**

**WHEREAS**, in 1997, prior to the creation of the Beaufort County Rural and Critical Program (“RCLP”), Beaufort County (“County”) purchased the real property currently identified as R600-009-000-0003-0000 consisting of approximately eight (8) acres and also known as Camp St. Mary’s, collectively hereinafter the “Property”; and

**WHEREAS**, since 2000, the RCLP has acquired real property for conservation, creation of passive parks, and for the preservation of valuable economic and natural resources; and

**WHEREAS**, the Property is located in unincorporated Beaufort County, meets the critical lands criteria of the RCLP, has dock access to deep water, and could be developed into a passive park for the public to enjoy the unique views of the waterway; and

**WHEREAS**, the County desires to sell the Property to RCLP in order to further protect the Property from development and provide the public with an additional passive park; and

**WHEREAS**, the County has obtained an appraisal from a licensed appraiser and agrees to sell the Property to the RCLP at the fair market value of Two Million (\$2,000,000) Dollars plus closing costs; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens, residents, and visitors of Beaufort County for the County Administrator to execute the necessary documents for the sale of Camp St. Mary’s to the Rural and Critical Lands Program.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents for the sale of real property with TMS No. R600-009-000-00003-0000, also known as Camp St. Mary’s, to the Beaufort County Rural and Critical Lands Program.

DONE this \_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council

2304-01

**UPDATED APPRAISAL  
SUMMARY REPORT**

**OF**

**CAMP ST. MARY'S PROPERTY - 8.00 ACRES  
121 CAMP ST. MARY'S ROAD, OFF OKATIE HIGHWAY  
BEAUFORT COUNTY, SC**

**FOR**

**STEFANIE M. NAGID  
BEAUFORT COUNTY PASSIVE PARKS MANAGER  
124 LADY'S ISLAND DRIVE  
BEAUFORT, SC 29907  
[snagid@bcgov.net](mailto:snagid@bcgov.net)**

**EFFECTIVE DATE OF APPRAISAL  
AS OF: APRIL 7, 2023**

**BY**

**GEORGE R. OWEN, MAI  
CERTIFIED GENERAL APPRAISER  
7 CLAIRE'S POINT RD.  
BEAUFORT, SC 29907**

**DATE REPORT ISSUED: APRIL 10, 2023**

April 10, 2023

**STEFANIE M. NAGID**  
**BEAUFORT COUNTY PASSIVE PARKS MANAGER**  
**124 LADY'S ISLAND DRIVE**  
**BEAUFORT, SC 29907**  
[snagid@bcgov.net](mailto:snagid@bcgov.net)

RE: Land, with miscellaneous improvements, deepwater dock in place  
121 Camp St. Mary's Rd., off Okatie Highway  
Beaufort County, SC  
Parcel ID R600 009 000 0003 0000

Dear Ms. Nagid:

In accordance with your request, I have completed an updated appraisal of market value of the referenced property as of the date of latest field inspection, April 7, 2023. It is my intent that this appraisal conform to the Appraisal Standards for Federally Related Transactions as set out in the regulations of the Office of the Comptroller of the Currency. To the best of my knowledge, this appraisal also conforms to the current requirements prescribed by the Uniform Standards of Professional Appraisal Practice adapted by the Appraisal Standards Board of the Appraisal Foundation. Market value is defined in the attached report.

I have utilized the sales comparison approach in estimating the value of the subject land as it exists today. The results produced by the analysis of the sales presented, and the market in general resulted in a final estimate of as-is market value of the fee simple interest, as outlined below:

**\$2,000,000 (TWO MILLION DOLLARS).**

The property included in the appraised value comprises land plus dock in place. No other improvements are included, as they are not judged to contribute materially to value.

Ms. Stefanie Nagid

April 10, 2023  
Page 2

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Inspection of the subject property did not reveal any obvious environmental hazards. However, it must be recognized that the appraiser is not an expert in environmental matters; a qualified expert should be retained in the event that an environmental analysis is required. The subject property is located within a low risk designated flood hazard zone, lying at elevation about 14' above sea level.

There is additional information regarding the subject property and the market, which is retained in the appraiser's work file, which is incorporated herein by reference. This report is made subject to the assumptions and limiting conditions summarized on the pages following the main text of the report.

I urge a careful reading of the appraisal report. My invoice for services rendered is sent separately. I appreciate this opportunity to be of service.

Sincerely,

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George R. Owen, MAI  
Certified General Appraiser  
South Carolina License #5064

\*Electronically signed for e-mail transmission



## IDENTIFICATION OF PROPERTY



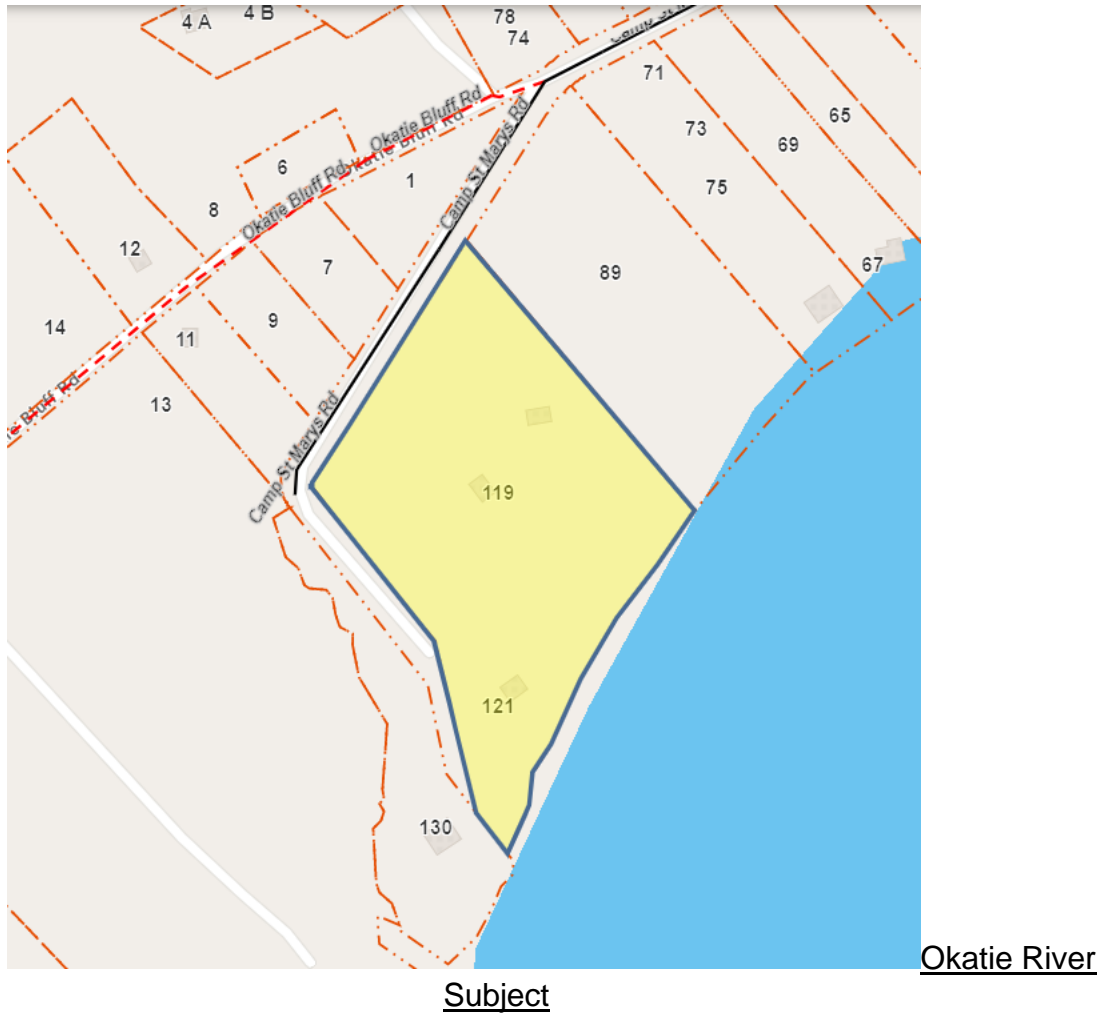
Aerial view

The property being appraised, hereinafter known as the subject property of this report, comprises a 8.00 acre parcel of partially wooded land located at 121 Camp St. Mary's Road off Okatie Highway (aka SC Highway #170) as shown above, in Beaufort County, South Carolina. The subject's parcel ID is

**R600 009 000 0003 0000**

Subject photographs, legal description, and other pertinent information are included in the body or Appendix of this report.





PRIOR TRANSFER INFORMATION/HISTORY

The last recorded transfer of the subject property was on 7/28/1997, wherein the property was conveyed by Low Country Human Development Center to the County of Beaufort, South Carolina, this being an arms-length transaction for a monetary consideration of \$500,000, as recorded in Deed 962/2217. A copy is included in the Appendix.

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### INTENDED USE /INTENDED USER OF THIS APPRAISAL

This appraisal is reportedly to be used by the client, Beaufort County Passive Parks Department, for the purpose of internal evaluation.

### PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate market value, as defined, as of April 7, 2023, the date of latest field inspection. Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars, or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

### OWNERSHIP INTEREST APPRAISED

The property rights being appraised are fee simple. Fee simple is defined as "an absolute fee without limitations to any particular class of heirs or restrictions, but

subject to the limitations of eminent domain, escheat, police power and taxation. An inheritable estate."


**The above definition is from the Sixth Edition of The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, Chicago.**

### TAX ANALYSIS

On the following pages, the appraiser has presented the most recent information available from the Beaufort County Property Assessor, obtained through our on-line information service. The subject property's Parcel ID's, appraisal breakdown, assessment and physical information are all shown. Other data is included, which may or may not be entirely accurate. The information is presented for reference, but assessor data is not utilized as the basis for property valuation.

The appraisal for tax purposes is \$1,945,200. The taxes for 2022 amounted to \$290.00, and County records indicate that they have been paid. Basically the property is tax-exempt.

4/5/23, 2:53 PM Beaufort County, South Carolina



## Beaufort County, South Carolina

generated on 4/5/2023 2:53:50 PM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R600 009 000 0003 0000	00491319	121 CAMP ST MARYS RD,	3/31/2023	2023	2022

**Current Parcel Information**

<b>Owner</b>	COUNTY OF BEAUFORT S C	<b>Property Class Code</b>	Recr&CultImp Resort&GroupCamp
<b>Owner Address</b>	100 RIBAUT RD BEAUFORT SC 29902	<b>Acreage</b>	8.0000
<b>Legal Description</b>	EXEMPT		

**Historic Information**

Tax Year	Land	Building	Market	Taxes	Payment
2022	\$1,400,000	\$545,200	\$1,945,200	\$290.00	\$290.00
2021	\$1,400,000	\$545,200	\$1,945,200	\$290.00	\$298.70
2020	\$1,400,000	\$545,200	\$1,945,200	\$290.00	\$290.00
2019	\$1,400,000	\$545,200	\$1,945,200	\$290.00	\$290.00
2018	\$1,400,000	\$545,200	\$1,945,200	\$265.00	\$265.00
2017	\$1,920,000	\$548,200	\$2,468,200	\$265.00	\$265.00
2016	\$1,920,000	\$548,200	\$2,468,200	\$261.00	\$261.00
2015	\$1,920,000	\$548,200	\$2,468,200	\$976.00	\$1,005.28
2014	\$1,920,000	\$548,200	\$2,468,200	\$136.15	\$136.15
2013	\$1,920,000	\$548,200	\$2,468,200	\$136.15	\$136.15

**Sales Disclosure**

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
LOW COUNTRY HUMAN DEVELOPMENT CENTER INC	962 2217	7/28/1997	Fu		\$500,000
CAMP ST MARYS XXXXXXXXXX	962 2213	7/22/1997	Fu		\$300,000
		12/31/1776	Or		\$0
UNKNOWN OWNER 00491319		12/31/1776	Or		\$0

**Improvements**

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
No improvements listed.							

so-beaufort-county.government.com/svc/agency/so-beaufort-county/tab\_summary\_report.asp?PrintView=True&\_nm=tab\_report&\_w=-%7Cparcid%... 1/2

4/5/23, 2:53 PM

Beaufort County, South Carolina

R01	DWELL	Dwelling	1900	1.0	01	1,300	
C01	GENOFF	Office	1900	0	0	1,926	
C02	ELEMSCH	Elementary School - Entire	1900	0	0	1,380	
C03	ELEMSCH	Elementary School - Entire	1900	0	0	1,380	
C04	ELEMSCH	Elementary School - Entire	1900	0	0	1,480	
C05	ELEMSCH	Elementary School - Entire	1900	0	0	1,480	
C06	ELEMSCH	Elementary School - Entire	1900	0	0	1,480	
C07	ELEMSCH	Elementary School - Entire	1900	0	0	1,480	
C08	CHURCH	Church	1900	0	0	1,884	
C09	ELEMSCH	Elementary School - Entire	1900	0	0	4,000	
C10	ELEMSCH	Elementary School - Entire	1900	0	0	1,380	
C11	ELEMSCH	Elementary School - Entire	1900	0	0	1,380	
C12	GENOFF	Office	1900	0	0	1,032	
C13	TOOLSHD	Tool Shed	1900	0	0	72	
C14	MTRLSHEL	Material Shelter	1900	0	0	900	
C14	COMPPOOL	Commercial Swimming Pool	1900	0	0		2,304
R02	MACHINE	General Purpose Bldg x Other	1900	0	0		96
C14	CONCAPRN	Residential Concrete Apron	1900	0	0		1,920
R03	MACHINE	General Purpose Bldg x Other	1900	0	0		750
C14	PIER	Waterfront Pier	1900	0	0		612
R04	MACHINE	General Purpose Bldg x Other	1995	0	0		341
C14	UTLSHED	Residential Shed - Small Util	1900	0	0		300
R04	MISC	Miscellaneous	1995	0	0		620
C14	BOATD	Waterfront Boat Dock	1900	0	0		450
R04	MISC	Miscellaneous	1995	0	0		651
C14	HAYCOVER	Storage - Hay Cover	1900	0	0		1,000
R04	MISC	Miscellaneous	1995	0	0		930
C14	PIER	Waterfront Pier	1900	0	0		352

(Some of the above info may be outdated)

sc-beaufort-county.gov/mmex.com/svc/agency/sc-beaufort-county/tab\_summary\_report.asp?PrintView=True&\_rim=tab\_report&\_wc=%7Cparcelid%... 2/2





## SCOPE OF THE APPRAISAL

The scope of this appraisal focused upon the collection, confirmation and analysis of data to update market value for the subject property. This report is an update of the earlier appraisal made by this appraiser in March 2019. The appraiser made an overview of the real estate market in the immediate and general neighborhood of the subject property. Public records and the appraiser's private data sources were researched to identify neighborhood trends, land sales, listings, new developments, as appropriate. The appraiser also took into account the market situation affecting the wider area, including the city/county and the region in general.

## NEIGHBORHOOD DESCRIPTION



The subject is located in the Okatie area (unincorporated) of Beaufort County. Highway 170, known as Okatie Highway, traverses the area in a generally east-west direction as shown. A recent description of the Okatie area follows.

Okatie is an unincorporated area along Highway 170 which lies partly in Beaufort County and partly in Jasper County; in some places the highway defines the dividing line between the counties. The area extends from the Chechessee River on the east, westwardly to the Cherry Point area, and southwardly to the area of the Highway 278 intersection. Okatie Highway, is the connecting route between Beaufort and Bluffton and Hilton Head. It also serves as the “back road” to Savannah.

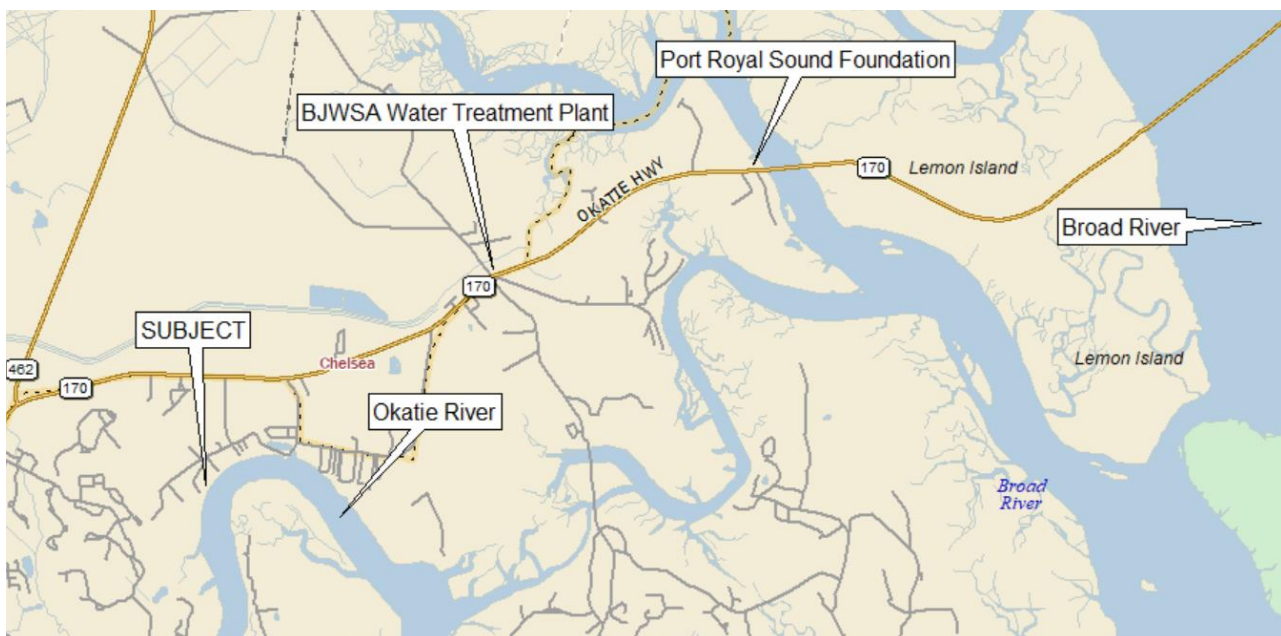
Okatie is sparsely developed in general, except for gated planned communities such as Callawassie Island and Spring Island. It has long been the desire of the Beaufort County Open Land Trust to keep this gateway area leading into Beaufort free from excessive development. BCOLT has already preserved some significant tracts of land in the immediate area, and has identified others for preservation or outright fee acquisition. These areas are shown on the map on the next page. Not shown on the map are the Widgeon Point preservation area near the Broad River bridge, the Lemon Island Preserve, and also the 100+ acre Mobley property.

One of the focal points of the neighborhood is the Beaufort-Jasper Water Authority (BJWSA) Treatment Plant located at the intersection of Okatie Highway and Snake Road. A canal conducts water from the Savannah River to the treatment plant which



supplies most of the water needs for all of Beaufort and Jasper Counties.

Another important neighborhood factor is the Port Royal Sound Maritime Center, the site of the former Lemon Island Marina. The center was founded about 12 years ago to serve as an education center, museum and demonstration facility to promote the preservation of the ecology of the Port Royal Sound estuary system. The center is located on the north side of Highway 170 at the Chechessee River bridge. A Beaufort County public boat landing is located across the highway.



### Neighborhood Map

The City of Beaufort is located across the Broad River to east, off the map. The area of the subject is a 20-minute drive from downtown Beaufort.

On the water side along Camp St. Mary's Road near the subject are several estate-

type homes which have sold in the \$1.2 to \$2.75 million value range. This is an exclusive quiet enclave for gracious riverfront living.

### PROPERTY DESCRIPTION

It is appropriate to summarize the salient legal and physical characteristics, as these are pertinent to the valuation, and to the overall utility of the property. The following comments apply to the subject being appraised. The subject is an irregular acreage parcel which is situated on the Okatie River, which is part of the salt water estuary system connecting to the Port Royal Sound. The tract contains 8.00 acres of land according to the Assessor; only a 1924 survey was available. The legal description from the most recent conveyance follows.

*All that certain piece, parcel or tract of land lying and being in Beaufort County, South Carolina generally known and described as the Camp St. Mary's Tract and also known as Lot Nos. 1, 2, 3, 4, 5, 6 and 7 as shown on a map of a subdivision of the Bonnie Doon Plantation made by w. R. Mew for Henry C. Walthour dated November , 1924, which plat is on file in the RMC Office for Beaufort County in Plat Book 3 at Page 18.*

*The property intended to be conveyed herein is the same property conveyed to Emmet M. Walsh, Bishop of Charleston, a corporation sole, by Deed dated March 15, 1935, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Book 48 at Page 283, on March 18, 1935, as it relates to Lots 4-7, and by Deed dated November 4, 1934 and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina in Book 48 at Page 273 on November 4, 1934 (a portion of Lot 1 and Lots 2 and 3)..*

The legal description does not specify the acreage. The appraiser recommends that a current survey be prepared, as the configuration of the acreage shown on the survey below does not quite match the configuration on the Assessor's records. The Appraiser hereby reserves the right to amend the value estimate if a new survey reveals an acreage materially different from the 8.0 acres used in this report.

### Municipal Services

The site is currently served by public utilities (electricity). Fire and police protection are provided by the County. Water and sewer service are currently provided by a well and septic system, although it is not known whether the well is operative.

### Topography/Drainage

The site is on a high bluff which is partly wooded with a variety of trees and vegetation typical of the lowcountry. A few nice “specimen” live oak trees were observed.

Topography is level. There are no observed areas of problem drainage on this high ground. Soil conditions are judged favorable to support the existing and any future improvements. The elevation above sea level is as much as 14 feet.

### Flood Considerations

The site is shown on the FEMA flood map to be in a flood area (zone A8), as indicated on FEMA Map 450025, panel 55D, elevation 14'. As a practical matter, this location on a high riverbluff is not believed to be prone to flooding at any time.

Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

### Wetlands

There are not known to be any wetland areas on the site. No standing water was observed on the day of inspection.

### Easements

There are obviously easements for the purposes of installing and maintaining electric service. The electric service, on overhead lines, crosses the property and serves the nearby homes on Camp St. Mary's Road. The electric lines formerly serving the various buildings onsite have been removed.

### Zoning

Zoning of the site is Beaufort County T2 Rural which permits only low density residential uses. The zoning ordinance is available upon request.



The subject is in the light green zone which denotes T2 Rural zoning



any and all buildings including accessory buildings.

E. Gross Density <sup>3</sup>		
	T2 Rural	T2 Rural-Low
Gross Density	0.34 d.u./acre	0.20 d.u./acre

<sup>3</sup>Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)

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### Remarks

The subject tract would be a nice parcel of potential development ground. The subject property is in a good but somewhat out-of-the-way location in Beaufort County. The presence of electric, and (future) water and sewer service is a positive. The property is valued as undeveloped land, but with existing deepwater dock, and utility services in place.

The numerous old and rather dilapidated buildings and other structures on the site have little contributory value (see photographs in Appendix). It was reported that some of the buildings may contain asbestos. The buildings have been securely boarded up. For this reason, no detailed enumeration or discussion of these is presented. The old lodge could conceivably be renovated to its former use. The concrete block well house appears to have some utility, as do the 2 open-sided pole barns for equipment storage. Photos of these structures are provided in the Appendix.

## HIGHEST AND BEST USE

A fundamental premise on which value estimates are based is that market value reflects the most profitable use to which a property is likely to be put. Therefore, it is good appraisal practice to value and analyze a site in terms of its highest and best use. The best use of land may be defined as "that use which will tend to produce the highest net return over a given period of time, or (alternatively) that use which will produce the highest present value". It is generally the analyst's goal to analyze which program of future utilization will develop the highest net return to the land over a period of time.

The generally accepted definition of highest and best use, as given by The Dictionary of Real Estate Appraisal, Fifth Edition (Chicago: The Appraisal Institute), is as follows: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible and that results in the highest value." In analyzing the highest and best use of the site, it is necessary to consider four factors. These include:

1. Legality of Use: What uses are permissible considering zoning, deed restrictions, etc. on the site in question?
2. Physical adaptability: To what uses can the site physically be put? A parcel's size, shape and topography affect the uses to which it can be put. Also, adequacy of public utilities may impose a restriction on site utilization.
3. Feasibility of use: Which of the permissible and physically possible uses will produce a positive net return to the owner? That is, sufficient income to meet operating expenses and debt service, plus yield a reasonable return on equity.



4. Highest and best use: Among the feasible uses, which will likely represent the most profitable use (i.e., the highest net return or highest present value)?

Legality of use is not a limiting factor in this analysis. The property is currently zoned for low density residential use, as discussed above. A number of alternate uses would be permitted, within the zoning regulations. Any use which would be feasible would likely be a permissible use, with the exception of identified non-permitted uses such as commercial. It is conceivable that the property could be upzoned; but it is certain that the neighbors would oppose any high density development.

Neither is physical adaptability a limiting factor. The site has adequate ingress and egress, and the size and shape of the site are physically adequate for numerous alternatives. The public utilities will be adequate to support any proposed improvements. BJWSA and SCE&G potentially serve the site. The long deepwater river frontage adds value, and the good dock in place. Therefore, there are certain unique physical factors which are considered in the valuation.

Feasibility of use was considered. The subject property is being valued with its as-is configuration and zoning, presuming that the neighborhood will continue its slow but orderly pattern of development.

The highest and best use of this site will only emerge when a proposed specific development plan is approved and implemented. One likely use would be for

preservation from development via an outright purchase of the property, or a conservation easement by a governmental agency (i.e. Beaufort County Open Land Trust). Another potential use would be a passive neighborhood park.

### VALUATION METHODOLOGY

In estimating the value of real property, consideration is usually given to the three traditionally accepted methods of evaluating real estate. In this case involving vacant land, however, only the market approach was judged applicable. The appraiser made a comprehensive search of land sales records within the recent past, focusing on properties having similar use to the subject. Some sales were rejected due to noncomparability, or other factors which caused the sale to sell for a price outside of the representative range for this type of property.

The following sales of tracts of land deemed sufficiently comparable to the subject have been identified and presented in tabular form for analysis. This group of sales is from the 2019 appraisal.

The 6 selected sales from the 2019 appraisal are tabulated below for comparison.

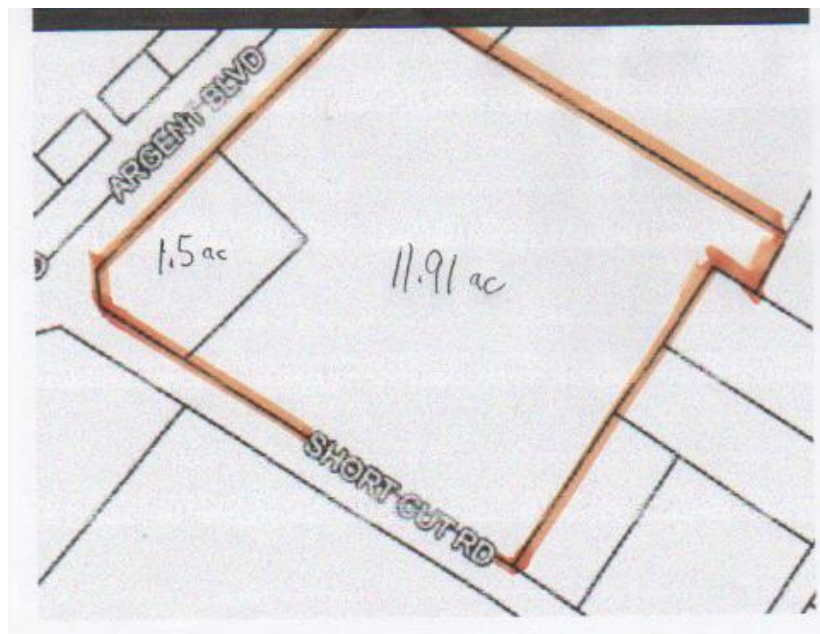
<u>Land Sales pertinent to the Valuation of the Camp St. Mary's Tract</u>					
<u>Location</u>	<u>Deed Ref.</u>	<u>Sold Price</u>	<u>Acres</u>	<u>Price/acre</u>	<u>Remarks</u>
1. 25 Blueberry Lane	3599/1812	\$979,000 8/15/2017	6.62	\$147,885	Two lots, one with old concrete block foundation on lane off Old Bailey Rd. Iron entrance gate with fine old cedar trees 
2. 261 Old Bailey's Rd.	3589/2692	\$550,000 7/10/2017	2.2	\$250,000	Vacant riverfront lot on bluff of Okatie River New home is under construction
3. 94 Rawstrom Dr.	3505/2877	\$135,000 8/11/2016	1.09	\$123,853	Vacant lot on marsh of Okatie River; restrictions for no industrial use, no mobile homes, etc. Sloping topography, not deepwater
4. Water St./Huguenin Dr. Beaufort	3393/614	\$1,338,000 4/7/2015	12.18	\$109,852	Wooded site developed with residential subdivision good proximity to downtown Beaufort
5. 33 Lynes Rd. off Rawstrom Drive	3670/25	\$350,000 5/23/2018	2.09	\$167,464	Sale of sloping lot with tidal creek dock, improved with 864sf residence on piers
6. Sunset Blvd., frontage on Factory Creek	3398/1583	\$579,999 5/11/2015	2.002	\$289,710	Senior living site, located on deepwater on Lady's Island; high density zoning

\*The deeds and plats for these sold properties are retained in my files

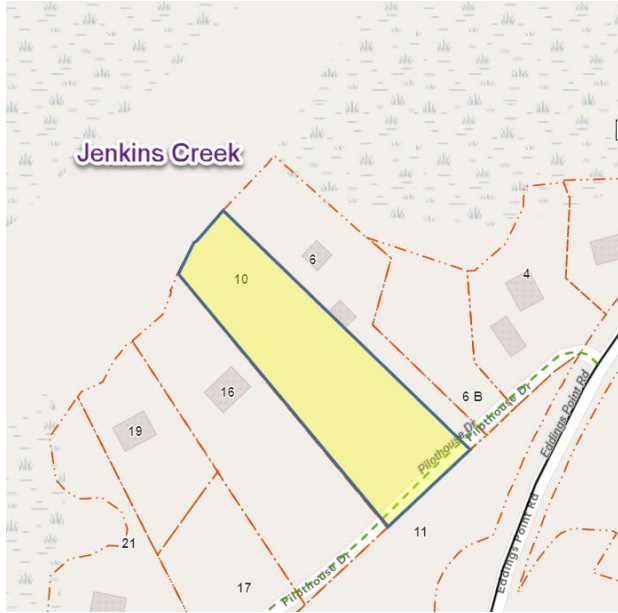
### Additional Land Sales

The appraiser has presented below several selected "new" land sales made since the date of the earlier appraisal. These are shown below.

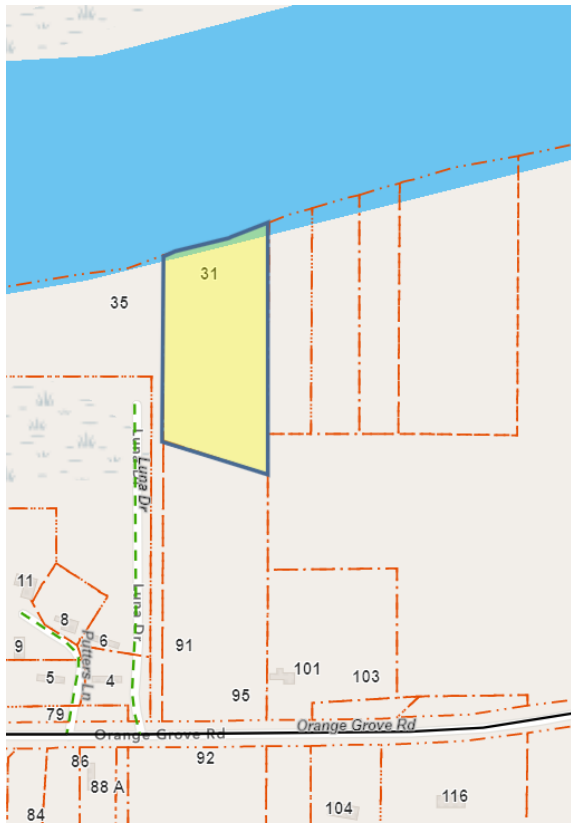
Selected updated land sales for Camp St. Mary's						
Location	Deed	# acres	Price	Date	Price/ acre	Remarks
1. 3370 Argent Blvd. Okatie (JasperCo.)	1099/1015 1105/680	13.43 sold in 2 deeds	\$2,675,000	6/1/2022	\$199,181	Site for future res. development corner Short Cut Rd.
2. 10 Pilot House Rd. St. Helena Island	4169/1274	1.83	\$490,000	3/29/2023	\$267,760	Deepwater lot on Jenkins Creek dock in place
3. 31 Luna Dr. St. Helena Island	4152/3109	3.12	\$775,000	6/6/2022	\$248,397	Deepwater lot on Capers Creek dock in place
4. 8 Old Ferry Cove Beaufort/Lady's Island	4222/487	1.04	\$817,000	3/1/2023	\$785,577	Deepwater lot on Factory Creek 100' creek frontage
5. 89 Camp St. Mary's Rd.	4103/907	7.66	\$2,750,000	1/7/2022	\$359,008	Price inclusive of residence and other imprvts (next door to subject)
		estimated land only	\$1,950,000	1/7/2022	\$254,569	Abstracted land value per acre



plat for 3370 Argent Blvd. (Jasper County)



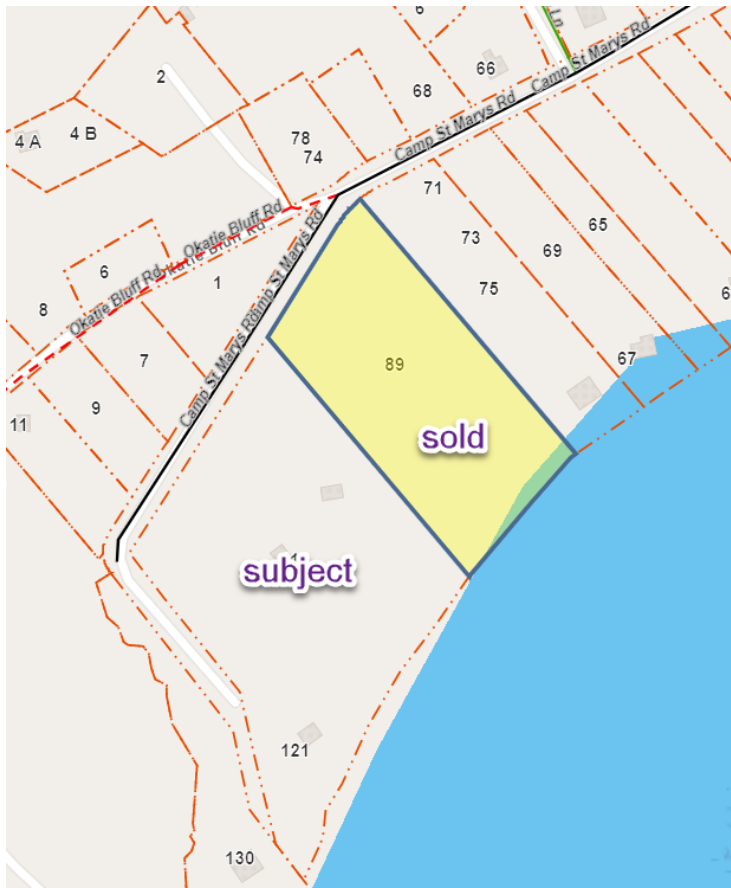
plat for 10 Pilot House Rd.



plat for 31 Luna Dr. on Capers Creek



plat for 8 Old Ferry Cove



plat for 89 Camp St. Mary's Rd.

### Discussion

The 6 older sales indicate a fairly wide range of prices on a per-acre basis, from a low of \$110,000 per acre to a high of \$290,000 per acre. The sales comparison process involved analyzing each sold property compared against the subject. The unadjusted average price indication for the 6 sales was about \$181,000 per acre. The size of the subject, with 8.0 acres, is bracketed by the size of the sold tracts.

The 5 newer sales indicate generally higher price parameters. Sale 4 in the second table appears to be an anomaly. A valuation of \$250K per acre appears to be appropriate for the subject. This parameter would be inclusive of the value of the dock in place, plus the value, if any, of building improvements.

### Conclusion

8.0 acres valued @ \$250,000 per acre = \$2,000,000

(Inclusive of value, if any, of building improvements)



Photos taken 4/7/2023



Views of Property







View of Okatie River



Old Lodge



Dock, observed to be in good condition  
Note metal surfacing, aluminum railings



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## ASSUMPTIONS AND LIMITING CONDITIONS

1. This appraisal is made under the assumption that title to the property is merchantable. Easements, restrictions, encroachments or other limitations upon value not mentioned in the report have not been considered.
  
2. Information regarding sales of comparable properties was obtained from reliable sources and is believed by the appraiser to be accurate. Reliability of such information cannot, however, be guaranteed.
  
3. Plats and other drawings, if included, are to assist the reader in visualizing the property, and while they are believed to be accurate, their correctness cannot be guaranteed.
  
4. Information concerning taxes and other financial data was supplied to the appraiser by others. It is believed to be reliable and accurate but cannot be guaranteed by the appraiser.
  
5. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.
  
6. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned.
  
7. Inherent in the approaches to value is the assumption that the property will enjoy prudent management, with appropriate financial strength and skills, and that information provided to the appraiser by the owners concerning financial projections are reasonably accurate. The appraiser assumes that existing tax legislation will remain the same as it is on the date of the appraisal unless changes are specifically discussed in the body of the report.

8. The value estimate includes all building improvements and land. Excluded are all inventory, spare parts, office equipment and furniture, and all other items considered to be personal property.

9. The appraisal assumes, for purposes of valuation, that all land is held in fee simple ownership, unencumbered. No leases or bond-financing arrangements were considered in value.

10. The appraiser is not required to testify or appear in court on matters discussed herein, unless subsequent agreement is made for such services.

11. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

CERTIFICATION OF APPRAISER

I certify that, to the best of my knowledge and belief:

1. That statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Appraisal Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Practice.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this report.
11. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.
12. My license status is active in the State in which the subject property is located.

George R. Owen, MAI



Date: April 10, 2023

QUALIFICATIONS OF GEORGE R. OWEN, MAI  
REAL ESTATE APPRAISER AND CONSULTANT  
LICENSED/CERTIFIED GENERAL APPRAISER

Experience

Principal, George R. Owen, Certified General Appraiser, 7 Claire's Point Rd., Beaufort, SC 29907. Practicing in Beaufort since 2004. Previously 32 years experience in Memphis, Tennessee. Assignments have included appraisals for mortgage loan purposes, appraisals for court testimony, condemnation appraisals, and appraisals for a large variety of institutional, individual and corporate clients. My practice excludes single family residential. I am currently licensed in South Carolina.

Types of properties appraised include:

Shopping Centers  
 Commercial Fast-food Operations  
 Service Stations/Convenience Stores  
 Warehouses/Industrials  
 Service/Showroom  
 Office Buildings

Nursing Homes/Congregate Care  
 Subsidized Housing  
 Vacant Land  
 Subdivisions  
 Heavy and Light Industrials  
 Savings & Loan Institutions

Large & Small Apartment Projects

Bank Properties

Downtown Rehab Projects  
 Truck Terminals  
 Carwashes

Mobile Home Parks  
 Condemnations, partial takings, etc.  
 Church Properties

Appraisal clients served include:

Corporate

Anheuser-Busch  
 AutoZone, Inc.  
 Bemis Corporation  
 Burger King  
 Care Inns, Inc  
 Cargill, Inc  
 Clopay Corporation  
 Digital Equipment Company  
 Exxon Corporation  
 Graceland/Elvis Presley Enterprises  
 Holiday Inns  
 JiffyLube Corporation

Krispy Kreme Division,  
 Beatrice Foods Corporation  
 Kemmons Wilson, Inc  
 Loeb Properties  
 McDonald's Corporation  
 Railroad  
 Ralston-Purina Corporation  
 Sanyo Corporation  
 SPL Corporation  
 Sprint Petroleum

Banks

Bank of America  
 South Carolina Bank & Trust  
 Lowcountry National Bank  
 Wachovia Bank  
 First Commercial Bank  
 First Tennessee Bank  
 Financial Federal Savings Bank  
 Bank of America (Atlanta)  
 Regionsbank  
 National Bank of Commerce  
 NationsBank  
 Nat. City Bank, St. Louis, MO  
 Woodlands Bank

Palmetto Federal Bank  
 Ameris Bank  
 Sunburst Bank  
 SunTrust Bank (Nashville)  
 Third National Bank (Nashville)  
 Islands Community Bank  
 Union Planters National Bank  
 Huntington Bank, Cleveland, OH  
 BankOne (New Orleans)  
 BB&T



George R Owen, MAI

Page 2

Developers/Entrepreneurs

Alco Properties  
Aldrich Investment Company

Ampco, Inc.  
Belz Enterprises  
Boyle Investment Company  
Culp & Assoc., Knoxville, TN  
Fogelman Companies  
H. Lance Forsdick Properties  
Henry Turley Company  
Jetero Properties  
Joyner, Heard & Jones  
Kemmons Wilson Companies  
Loeb Enterprises  
McCullar Realty

McNeil Investment Co

Patterson Construction  
Patton & Taylor

Peck Industries

Syncorp  
Tesco Development  
Trammell Crow Companies  
Trezevant Properties  
Gibson Builders

Institutional

West TN Business College  
Rhodes College  
Grace - St. Luke's Episcopal Church  
The Trust for Public Land

Law Firms

Burch, Porter & Johnson  
Hardison, McCarroll, Cook & Cannon  
Heiskell, Donelson, Bearman, Adams  
Williams & Kirsch  
Lawler, Humphreys, Dunlap & Wellford  
Stokes, Kimbrough, Grusin & Kiser  
Blanchard Tual, Attorney  
Waring Cox Attorneys  
Harvey & Battey, Attorneys

Governmental

City of Beaufort, SC  
City of Germantown, TN

City of Memphis/ R.O.W. Dept  
Federal Deposit Ins. Corp .  
Federal Sav. & Loan Ins. Corp  
Resolution Trust Corporation  
Memphis Light, Gas & Water  
Shelby County R.O.W. Dept  
State of TN R.O.W. Dept  
U. S. Postal Service  
Veterans Administration  
Tennessee Valley Authority  
U.S. Department of the Navy  
U.S. Federal Receiver

Beaufort County

Loan Underwriting

Connecticut General Life Ins

Federal National Mtg. Association  
F.M. Crump & Co.  
Holliday, Fenoglio & Tyler  
The Latham Company  
Lexington Properties  
Mortgage Guaranty Ins. Corp  
Ward & Company  
Washington National Ins. Co.  
Fogelman-Beaty Mortgage Co.  
The Money Store

Insurance Companies

Capital Holding Company  
Connecticut General Life Insurance  
Delta Life & Annuity  
Mutual of New York - Real Estate  
Ohio National Life Insurance Co  
Jefferson Pilot Life Insurance Co  
Southern Farm Bureau Insurance  
Washington National Insurance  
Safeco Life Insurance Company  
Protective Life Corporation

Organizations

MAI, Member of Appraisal Institute \*Currently Certified (Certif. No. 6189)  
Past President, Memphis Chapter #51, Appraisal Institute.

Licenses

SC: Certified General Appraiser (No. 5064) Certified through 6/30/2024

Education

Master of Business Administration, 1971, University of Virginia  
Master of Science, 1966, Rice University  
Bachelor of Science, 1964, Vanderbilt University  
Continuing Ed Program of Appraisal Institute - recertified through 12/31/2022  
Lifetime commitment to continuing education at local universities

Additional Assignments (partial list)

Residence Inn, Spartanburg, SC; Ramada Inn, Rock Hill, SC  
Holiday Inns, Grenada, MS; Frankfort, KY; Franklin, TN  
Lagniappe Inns, Cincinnati, OH; Columbus, OH; Nashville, TN  
La Quinta Inns, Nashville, TN; Lexington, KY; other locations in GA, TX, and OK  
Potential development property, Back Bay, Biloxi, MS  
Automobile Dealerships, Vicksburg, MS; Jackson, TN  
Condominium feasibility study, Indianapolis, IN  
Limited condominium feasibility study, Birmingham, AL  
Apartment Project, Birmingham, AL  
Old English Inn; West Tennessee Business College; Jackson, TN  
Industrial Plants, various towns in west Tennessee, north Mississippi, Arkansas, South Carolina  
Louisville Freezer/American Cold Storage, Louisville, KY  
Haygood Truck & Trailer Parts, Chattanooga TN & Birmingham, AL

Contact Information

Cell 843 271 2481

E-mail: [georgeowen84@gmail.com](mailto:georgeowen84@gmail.com)

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EXHIBITS

A. PHOTOGRAPHS

B. PRIOR SALE DEED

**SUBJECT PHOTOGRAPHS from 2019 report**



Dock, in good usable condition



Pole barn, one of two





Historic Chapel



Cafeteria





Administration Building (old lodge)





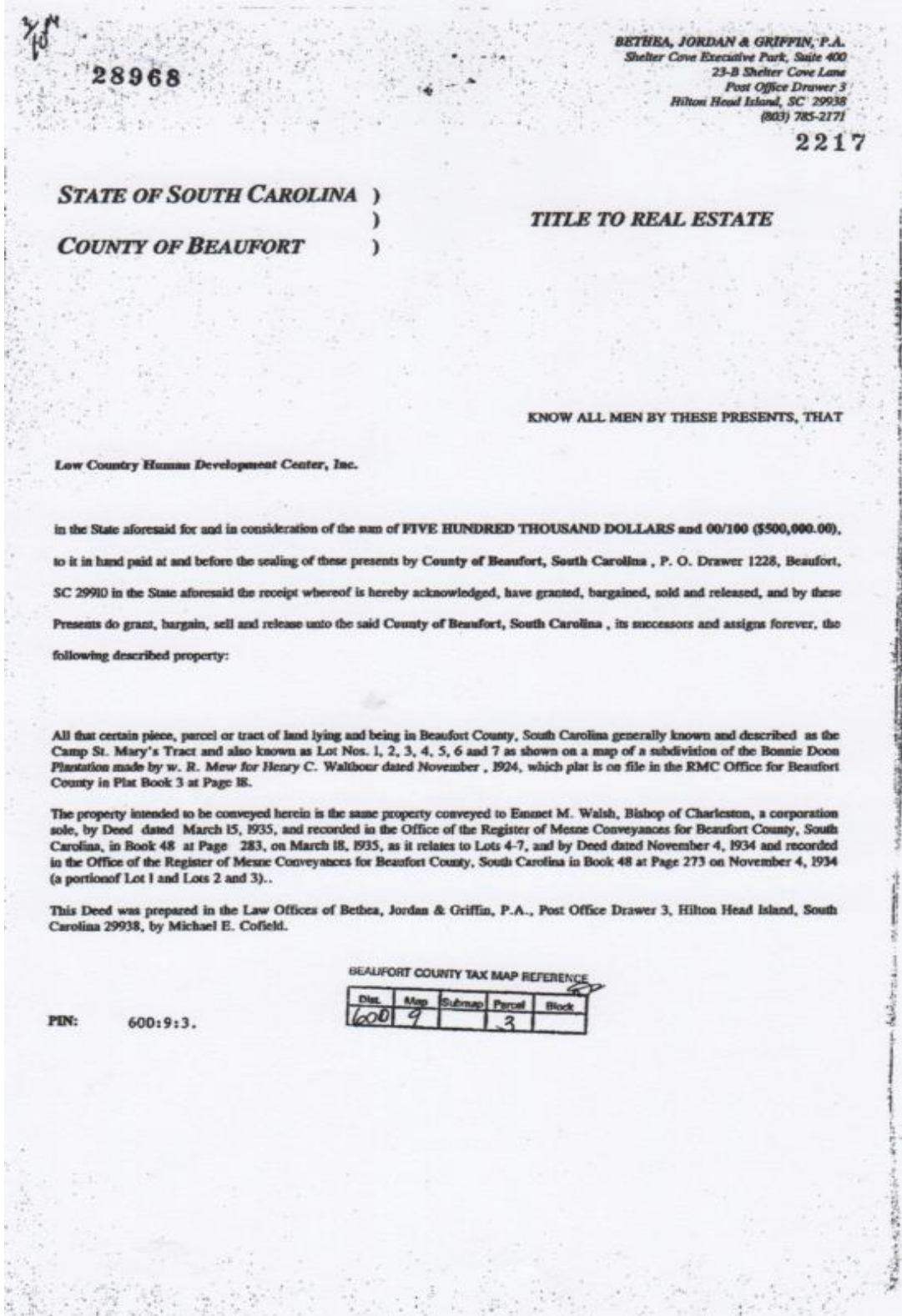


Open acreage



View east on Camp St. Mary's Rd., subject on right





**Deed recorded at 962/2217**



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation of an Ordinance to Amend the Beaufort County Ordinance Establishing a Road Use Fee
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee – June 26, 2023
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator – Infrastructure Eric Claussen, Director of Engineering (Alternative)
<b>ITEM BACKGROUND:</b>
In 1993, Beaufort County Council adopted Ordinance 93/20 establishing the road use fee on all vehicles which are domiciled and garaged in Beaufort County and thereby use the roadways and bridges owned and maintained by the County and State. This Ordinance has been amended with Ordinances 2012/13, 2015/8, and 2020/28. Amendment 2020/28 made clarification that the road use fee will be evaluated on annually and established in the annual County Operation Budget Ordinance.
<b>PROJECT / ITEM NARRATIVE:</b>
After an evaluation of Beaufort County’s road network, the current road use fee of \$10.00 that generates approximately \$1.6 million annually is determined to be insufficient to fund the maintenance and improvements needed. It is recommended to increase to \$20.00 generating approximately \$3 million annually. Neither the current road use fee, nor the proposed increase will generate revenue that would meet or exceed the cost of maintaining and improving the County’s road system as it is detreating faster than the County can fund.
<b>FISCAL IMPACT:</b>
An increase in the road use fee to \$20.00 will generate approximately \$3 million annually and will be collected and deposited into the special road maintenance account (2342) and specifically used to maintain and improve the county’s road system, along with the state’s as needed, and to pay for debt service on any outstanding General Obligation Bond issued exclusively for County road improvements.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends the approval of the Ordinance to Amend the Beaufort County Ordinance Establishing a Road Use Fee.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the Recommendation of an Ordinance to Amend the Beaufort County Ordinance Establishing a Road Use Fee.  Move forward to County Council to approve/deny the Recommendation of an Ordinance to Amend the Beaufort County Ordinance Establishing a Road Use Fee.

**ORDINANCE 2023/ \_\_\_\_\_**

**AN ORDINANCE TO AMEND THE BEAUFORT COUNTY ORDINANCE  
ESTABLISHING A ROAD USE FEE**

**WHEREAS**, in 1993 Beaufort County Council (the “Council”) adopted Beaufort County Ordinance 93/20 establishing the road use fee on all vehicles which are domiciled and garaged in Beaufort County (the “County”) and thereby use the roadways and bridges owned and maintained by the County and the State; and

**WHEREAS**, the Council has amended Ordinance 93/20 with Ordinances 2012/13, 2015/8, and 2020/28; and

**WHEREAS**, the Council has the authority under South Carolina law to charge and collect the road use fee and to impose new service or user fees; and

**WHEREAS**, the Council has determined that it is in the best interests of its citizens to amend its existing road use fee.

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council to amend the road use fee and does hereby amend the Beaufort County Road Use Fee Ordinance (Ordinances 93/20, 2012/13, 2015/8, and 2020/28) as follows:

**Section 1. Findings and Authority.** County Council makes the following findings of fact and authority in connection with the enactment of this ordinance (this “*Ordinance*”):

(a) The County is a political subdivision of the State of South Carolina and possesses certain powers granted by the Constitution and general laws of the State.

(b) Pursuant to the provisions of Title 4, Chapter 9, Article 13 (the “*Home Rule Act*”) of the South Carolina Code of Laws, as amended (the “*S.C. Code*”), and specifically, Section 4-9-30(5)(a) of the Home Rule Act, County Council is authorized to assess and levy property taxes and uniform service charges and to make appropriations for certain functions of the County specifically including general public works, roads and drainage.

(c) Pursuant to Section 57-17-10 of the S.C. Code, the governing body of the County shall have control and supervision of all county designated roads.

(d) Pursuant to Title 6, Chapter 1, Article 3 of the S.C. Code, specifically Sections 6-1-300 and 330 of the S.C. Code, County Council is authorized to charge and collect service or user fees, including uniform service charges. Section 6-1-300(6) of the S.C. Code, defines a “service or user fee” as a “charge required to be paid in return for a particular government service or program” and further requires that the revenue generated from the service or user fee must: (i) be used to benefit the payers, even if the general public also benefits; (ii) only be used for the specific improvement contemplated; (iii) not exceed the cost of the improvement; and (iv) be uniformly imposed on all payers.”

(e) Pursuant to Section 6-1-330 of the S.C. Code, County Council is authorized to charge and collect service or user fees, including uniform service charges, subject to the following requirements: (i) the service or user fee must be imposed by adoption of an ordinance approved by a positive majority of County Council; (ii) County Council must provide public notice of the service or user fee being considered and hold a public hearing on the proposed service or user fee prior to final adoption; (iii) revenue derived from the service or user fee to finance the provision of public services must be used to pay costs related to the provision of the service or program for which the service or user fee is paid; and (iv) a local governing body that imposes a user or service fee pursuant to S.C. Code § 6-1-300(6) must publish the amount of dollars annually collected on each fee on the county's website.

(f) Pursuant to Section 6-1-330(A) of the S.C. Code, a fee adopted or imposed by a local governing body prior to December 31, 1996, remains in force and effect until repealed by the enacting local governing body, notwithstanding the provisions of Title 6, Chapter 1, Article 3 of the S.C. Code.

(g) In 1993, County Council imposed a road use fee of Ten and NO/100 (\$10.00) Dollars annually on every motor vehicle required to be registered and licensed in the County pursuant to Ordinance 93/20, enacted June 28, 1993, and thereafter amended the ordinance by adopting Ordinances 2012/13, 2015/8, and 2020/28 (the "**Initial Fee Ordinance**").

(h) Council never repealed the Initial Fee Ordinance and has collected the fee continuously from January 1, 1994, to the present date.

(i) Pursuant to the Initial Fee Ordinance, the road maintenance fee is uniformly imposed on all owners of vehicles required to be registered in the County by the South Carolina Department of Motor Vehicles.

(j) Pursuant to the Initial Fee Ordinance, the proceeds from the collection of the road use fee are deposited into a special road maintenance account and specifically used to maintain and improve the County's road system and to pay for debt service on any outstanding General Obligation Bond issued by the County for road improvements.

(k) Pursuant to the Initial Fee Ordinance, any interest earned on road use fee funds shall accrue to the road maintenance account. Funds which are not used in any fiscal year shall be carried forward and used for the construction, maintenance, and improvement of County roads and related drainage, as well as to pay debt service on any General Obligation Bond issued exclusively for County road improvements.

(l) For the past 30 years, the County has used the road use fee as a dedicated revenue source to maintain and improve the County road system. The revenue generated from the road use fee is used only for the maintenance and improvement of the County road system.

(m) The County road system consists of approximately seven hundred (700) lane miles of paved and unsurfaced roads designated as major arterial roads, collector roads, residential collector roads and local roads. The County's road system provides vital access for local residents to employment, commerce, housing, social services, health services, education services, and reliable emergency evacuation routes. The County's road system is maintained by the Beaufort County Public Works Department.

(n) The condition of every *paved* County road is evaluated every three (3) years by an independent firm and assigned a pavement condition rating. Higher scores reflect roads that require either preventative maintenance or no maintenance at all. Low-range scores reflect roads that require the costliest repairs or full reconstruction.

(o) According to the latest report, which was prepared in February 2022 by F&ME Consultants, none on Beaufort County's roads are in excellent condition. According to the report, twelve point five percent (12.5%) of the roads are in very good condition, sixty-three point five percent (63.5%) are in good condition, twenty-three point four percent (23.4%) are in fair condition and three point six percent (3.6%) are in poor condition. The remaining one point two percent (1.2%) are in poor or very poor condition. Of particular importance is the fact that fully twenty-eight percent (28%) of the County's paved roads are deemed to be in fair to poor condition. If these roads are left unrepaired, they will decline rapidly and become candidates for costly reconstruction. (This report, and all subsequent reports regarding the condition of County Pavement, are incorporated into this ordinance by reference. )

(p) The condition of every *unsurfaced* County road is also evaluated approximately every three (3) years by an independent firm. Each road is assigned an overall rating. Higher scores reflect roads with a higher priority for improvement. Lower scores reflect with lower priority.

(q) According to the November 2022 Beaufort County 2026 – 2030 Dirt Road Paving Plan Report, which was prepared by Consor Engineers, the County's *unsurfaced* road system consists of two hundred nine (209) roads totaling approximately seventy-seven (77) miles. Due to the limited funding that is currently available, the County can afford to improve only about one to two (1 – 2) miles of *unsurfaced* roads each year. (This report, and all subsequent reports regarding Dirt Road Paving, are incorporated into this ordinance by reference.)

(r) Beaufort County's plan is to improve all County unsurfaced roads while maintaining the paved roadway system with at least ninety-five percent (95%) of paved roads in good or very good condition. Currently, seventy-six percent (76%) of paved roads are good to very good. Approximately seventy-seven (77) miles of unsurfaced dirt roads are left to be improved.

(s) The current road use fee of Ten and No/100 (\$10.00) Dollars per vehicle generates approximately \$1.6 million annually. Increasing the road use fee to Twenty and No/100 (\$20.00) Dollars per vehicle would generate approximately \$3 million annually. Neither the current road use fee, nor the proposed increase, will generate revenue that would meet or exceed the cost of maintaining and improving the County's road system.

(t) Despite the County's efforts to maintain and improve the County's road network, significant unfunded road maintenance remains, and it is growing every year. The pavement condition of County's roads is deteriorating faster than the County can repave them based on available resources.

(u) The life cycle of the County's road system is greatly affected by the County's ability to perform timely maintenance and upgrades to ensure that road surfaces last as long as possible.

(v) Cost-effective preventive maintenance reduces costly future repairs. The cost of fixing roads after they have deteriorated is many times greater than the cost of preventive maintenance.

(w) All individuals who pay the fee (those who own vehicles registered in the County) have enjoyed and will continue to enjoy the benefits provided by the purchase, condemnation, construction, ownership, maintenance, and repairs of County and State-owned roads and bridges. The County specifically finds that those paying the fee receive the following benefits from the expenditures of the fee:

- a. *Enhanced Emergency Response Time.* Those paying the fee receive the benefit of enhanced emergency response time. Quality road systems have a direct impact on emergency response times. The revenue from the fee is used to build, design, and maintain a road network that enhances public safety and emergency response times. *See FY 2012 Performance and Accountability Report, Montgomery County Fire Rescue Services.*
- b. *Evacuation Routes.* Those paying the fee receive the benefit of a network of roadways that allow them to safely and timely evacuate the County to avoid impending hurricanes, storms, floods, or other Acts of God. The County borders the Atlantic Ocean. The County is prone to hurricanes, storms, and flooding, all of which threaten the health and safety of those paying the fee. When hurricanes, storms, and floods threaten the County, it is vital that the County residents have a safe, functioning network of roads to allow for the mass exodus of County residents. The revenue from the fee is used to build, design, and maintain a road network to allow for safe and expeditious evacuation of County residents. The findings in this subparagraph are axiomatic and obvious to all. coastal communities in South Carolina and other States bordering the ocean have endured and suffered through violent storms and flooding throughout human history. These storms and flooding have caused numerous injuries and loss of life to those residents of coastal communities. *See National Weather Service Website, [www.weather.gov/chs/TChistory](http://www.weather.gov/chs/TChistory) (From 1851 through 2018, forty-one (41) Tropical Cyclones have made landfall in the NWS Charleston, SC County Warning Area (CWA), which runs from Charleston County, SC to McIntosh, GA).*
- c. *Increased Property Values.* Those paying the fee receive the benefit of increased property values. The revenue from the fee is used to build, design, and maintain a road network. This road network increases the property values of those who pay the fee. There are numerous scholarly public and private reports evidencing a manifest nexus between the good quality of roads and increased property values, as well as the poor condition of roads and lower property values. The County craves reference to those selected reports cited below:
  - i. An eighteen year (1982-1999) parcel-level real estate assessment study using a land value model, an improvement or structure value model, and a total property value model, yielding empirical results that suggest

that improvement type, freeway proximity, parcel location at key network points (e.g., corner parcels), and timing of construction and completion play key roles in property valuation. *See Property Values and Highway Expansions: An Investigation of Timing, Size, Location, and Use Effects* by Brian ten Siethoff, Cambridge Systematics, Inc., and Kara M. Kockelman, C.B. Luce Assistant Professor of Civil Engineering Department of Civil Engineering, The University of Texas at Austin, *Transportation Research Record No. 1812: 191-200*, Presented at the 81st Annual Meeting of the Transportation Research Board, January 2002.

- ii. Highway capitalization studies analyzing the effects of highway construction on residential sale prices. *See* Transportation Research Board (TRB), *Special Report Number 245 1995. Expanding Metropolitan Highways*. Washington, DC: National Academy Press.
- iii. Extensive literature by Huang (1994) finding that virtually every major land use study concluded that transportation improvements positively affect the value of nearby land. *See* Huang, W. 1994. "The Effects of Transportation Infrastructure on Nearby Property Values: A Review of the Literature." Institute of Urban and Regional Development: Berkeley, CA.
- iv. A 1997 study of median housing prices and monthly rents in the San Francisco Bay Area showing a strong positive association between accessibility and land prices, after controlling for a wide variety of other variables, including parcel size and square footage of development. *See* Kockelman, K.M. 1997. "Effects of Location Elements on Home Purchase Prices and Rents in San Francisco Bay Area." *Transportation Research Record No. 1606*, 40-50.
- v. A 2001 report concluding that homeowners and renters value improvements to the transportation network whether their perception of the travel benefits is direct or indirect. *See* Mikelbank, Brian. 2001. "Spatial Analysis of the Relationship between Housing Values and Investments in Transportation Infrastructure." Paper presented at the 40th Annual Meeting of the Western Regional Science Association, Palm Springs, CA (February).
- vi. Classical economic theory study showing that when a highway is built, large parcels of land that previously had poor accessibility—or none at all—are suddenly underpriced. Often, the market immediately responds: the area is quickly developed, and the real estate market establishes a new equilibrium based on the new transportation technology. The land-value impacts that are experienced can be significant. *See* Giuliano, G. 1989. "New Directions for Understanding Transportation and Land Use."



- vii. Major improvements to infrastructure should also have a strong, positive effect on nearby real estate values. *See* Landis, J., Guhathakurta, S., Huang, W., and Zhang, M. 1995. “Rail Transit Investments, Real Estate Values, and Land Use Change: A Comparative Analysis of Five California Rail Transit Systems.” The University of California Transportation Center, University of California at Berkeley: Berkeley, CA; *see also* Tomasik, J. 1987. “Socioeconomic and Land Values of Urban Freeways in Arizona.” Phoenix, AZ: Arizona Department of Transportation.
  - viii. A 1961 study concluding that lack of access may decrease land values. *See* Mohring, Herbert. 1961. “Land Values and the Measurement of Highway Benefits.” *Journal of Political Economy* 49 (June), 236-249.
  - ix. Construction associated impacts and property values. *See* Nelson, J.P. 1982. “Highway noise and property values: A survey of recent evidence,” *Journal of Transport Economics and Policy*, 16(2), 117-38.
  - x. Property-value models predict that depressed freeway designs contribute more to residential property values than at-grade freeways. *See* Lewis, C.A., Buffington, J.L., and Vadali, S.R. 1997. “Land Value and Land Use Effects of Elevated, Depressed, and At-Grade Level Freeways in Texas.” Texas Transportation Institute Research Report Number 1327-2. Texas A&M University: College Station, TX.
  - xi. “Improvements to transportation networks, especially those in growing areas, tend to have impacts on local land markets. In principle, an improvement to a link in the network will confer economic benefits to adjacent and nearby properties by increasing the utility that the network provides .... [U]rban economic theory suggests that many of these benefits are capitalized into local property values, yielding a localized spillover effect. *See* “The Economic Impact of Upgrading Roads, 2009-2016,” Minnesota Department of Transportation.
- d. *Reduced Automobile Operating Costs.* Those paying the fee receive the benefit of reduced automobile operating costs. The revenue from the fee is used to construct and maintain roads and bridges in the County. This construction and maintenance work helps improve the quality of roads in the County. Those paying the fee normally use the roads and bridges in the County; therefore, those paying the fee receive the benefit of reduced automobile operating costs.
  - e. *Reduced Automobile Insurance Premiums.* Those paying the fee receive the benefit of reduced automobile insurance premiums. The revenue from the fee is used to construct and maintain roads and bridges in the County. Because of the quality of the roads and bridges in the County, those paying the fee receive the benefit of reduced automobile insurance premiums. *See* Cotto, Tony, *Cost Drivers: How Riskier Roads, Rising Repairs, and Reckless Driving Are Increasing Insurance Costs (NAMIC 2021)* (“[T]he rate you pay for your auto insurances depends in part on where you live.”).

f. *Safety and Convenience Benefits.* Those paying the fee receive the safety and convenience benefits associated with having a well-built, well designed, and well-maintained network of roads. The roads in the County are used by those who pay the fee. The roads built, designed, and maintained with the revenue from the fee provide those paying the fee with access to the entire State and federal road network. Further, the roads built, designed, and maintained with the revenue from the fee provide safe, reliable, and efficient access to the entire road network in the County, State, and parts beyond.

(x) County Council finds that increasing the road use fee to Twenty and No/100 (\$20.00) Dollars is desirable and necessary for the County to maintain and to improve the County road system, additional revenues are needed to adequately maintain the County road system, the County road system has experienced degradation due to insufficient maintenance funding, additional degradation is expected without additional maintenance funding, and road maintenance fees are a stable form of revenue that is generated by users of the County road system.

**Section 2. Road Use Fee Amendment.** Section 2 of the Initial Fee Ordinance (Ordinance 93/20) is hereby amended to increase the road use fee to Twenty and No/100 (\$20.00) Dollars. Section 4 of the Initial Fee Ordinance which provides that the funds shall be deposited in the General Fund is amended to provide that the funds collected shall be deposited into the road maintenance account, that any interest collected on these funds in this account shall be deposited into this account, and that all funds in the account shall be used solely and exclusively for the purposes set forth herein above.

**Section 3. Compliance with Title 6, Chapter 1, Article 3 of the S.C. Code.**

(a) *Initial Fee Grandfathered.* County Council finds that the Initial Fee Ordinance imposing an annual road use fee was adopted prior to December 31, 1996, and in accordance with the grandfathering language of Section 6-1-330 of the S.C. Code, remains in force and effect until repealed by County Council.

(b) *Increase to the road maintenance fee satisfies S.C. Code § 6-1-330(6).* Beaufort County Council finds that the Ten and No/100 (\$10.00) Dollar increase to the road use fee bringing the total fee to Twenty and no/100 (\$20.00) Dollars is (i) uniformly imposed on all owners of motor vehicles required to be registered in the County by the South Carolina Department of Motor Vehicles; (ii) revenues generated from the fee are exclusively used for the maintenance and improvement of the County road system; (iii) payers of the fee benefit from maintenance and improvement of the County road system, even if the general public also benefits; and (iv) revenues generated from the fee do not exceed the cost of maintaining and improving the County road system.

(c) *Adopted by positive majority of County Council.* This Ordinance must be adopted by a positive majority of County Council, which is defined in Section 6-1-330(5) of the S.C. Code as “a vote for adoption by the majority of the members of Council, whether present or not.”

(d) *Public Hearing.* County Council must provide public notice of the fee increase being considered and hold a public hearing on the proposed fee increase prior to final adoption of the Ordinance in compliance with S.C. Code § 6-1-330.

(e) *Road use fee revenues published on County website.* The annual revenues collected from the road use fee and any increase must be published on the County’s website in compliance with S.C. Code § 6-1-330.

**Section 4. Severability.** Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 5. Repeal.** All ordinances or parts of ordinances in conflict with this Ordinance, or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this Ordinance full force and effect.

**Section 6. Effective Date.** This Ordinance shall take effect upon the date of its adoption.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY COUNCIL OF BEAUFORT  
COUNTY

ATTEST:

\_\_\_\_\_  
Joseph Passiment , Chairman

\_\_\_\_\_  
Sarah Brock  
Clerk to Council

\_\_\_\_\_



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS 34 ULMER ROAD</b>
<b>MEETING NAME AND DATE:</b>
County Council; July 7, 2023
<b>PRESENTER INFORMATION:</b>
Brittany Ward, County Attorney <i>5 Minutes</i>
<b>ITEM BACKGROUND:</b>
<b>PROJECT / ITEM NARRATIVE:</b>
Beaufort County ("County") desires to purchase the real property located at 34 Ulmer Road, Bluffton, South Carolina, identified as TMS No. R600 039 00B 0038, consisting of approximately 41 acres ("Property"). In May 2019 the County purchased the real property located at 75 Confederate Avenue through the Rural and Critical Lands Program in order to construct a passive park, which is located adjacent to the Property. The County desires to purchase the Property and create a combined active and passive park facility.
<b>FISCAL IMPACT:</b>
\$3,150,000 Purchase Price plus closing costs.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Approve purchase of 34 Ulmer Road.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Move forward to Second Reading and Public Hearing on August 14, 2023

**ORDINANCE 2023/\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS 34 ULMER ROAD**

**WHEREAS**, Beaufort County (“County”) desires to purchase the real property located at 34 Ulmer Road, Bluffton, South Carolina, identified as TMS No. R600 039 00B 0038, consisting of approximately 41 acres and further described in Exhibit “A” attached hereto and incorporated herein by reference, collectively hereinafter referred to as the “Property”; and

**WHEREAS**, the County recognizes that there is a need to provide the citizens and residents of Beaufort County with additional active parks and open spaces to enjoy outdoor activities. In an effort to protect the environment and provide a space for citizens to enjoy outdoor activities, in May 2019 the County purchased the real property located at 75 Confederate Avenue through the Rural and Critical Lands Program in order to construct a passive park, which is located adjacent to the Property. For the benefit of its citizens, the County desires to purchase the Property and create a combined active and passive park; and

**WHEREAS**, the County has negotiated with the seller and agreed upon a fair market value purchase price not to exceed Three Million One Hundred and Fifty (\$3,150,000) Dollars plus closing costs, whereby said purchase price includes the cost of any and all due diligence, including but not limited to, environmental reports and surveys that is to be provided by the seller. Funding for the purchase price and closing costs to be allocated from impact fees; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to purchase the Property as described above.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, authorizing the County Administrator to execute the necessary documents and provide funding in an amount not to exceed Three Million One Hundred and Fifty (\$3,150,000) Dollars plus closing costs from impact fees for the purchase of real property identified as 34 Ulmer Road.

DONE this \_\_\_\_ day of \_\_\_\_\_ 2023.

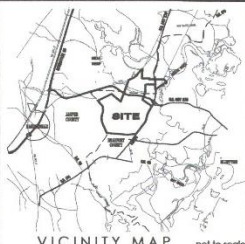
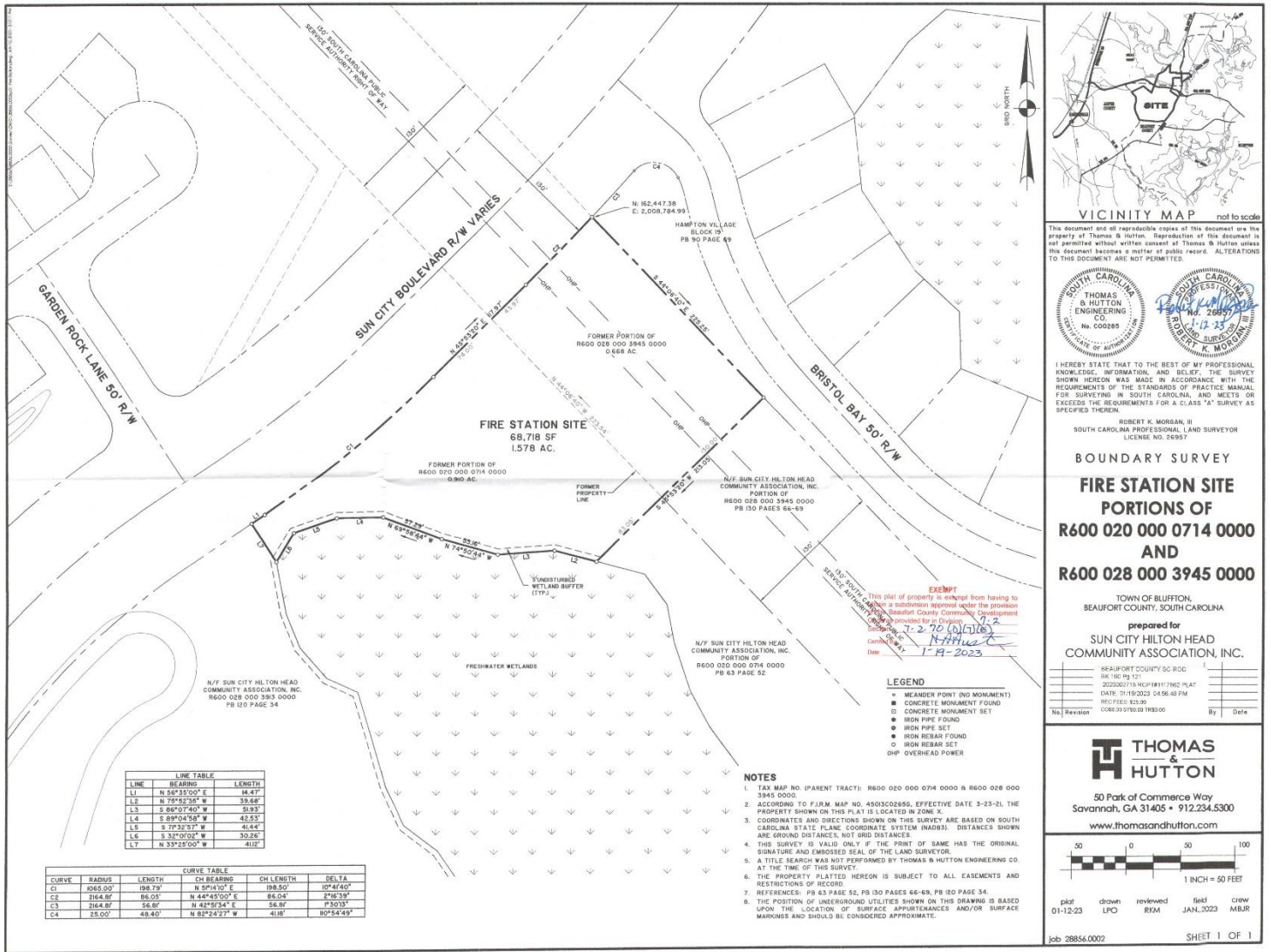
COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council

# EXHIBIT A



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I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

ROBERT K. MORGAN, II  
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR  
LICENSE NO. 26957

## BOUNDARY SURVEY FIRE STATION SITE PORTIONS OF 8600 020 000 0714 0000 AND 8600 028 000 3945 0000

TOWN OF BLUFFTON,  
BEAUFORT COUNTY, SOUTH CAROLINA  
prepared for  
**SUN CITY HILTON HEAD  
COMMUNITY ASSOCIATION, INC.**

BEAUFORT COUNTY SOI BOC  
BK 160 PG 127  
2022000714/02/18/11/2022 PLAT  
DATE: 21-19-2023 04:56:48 PM  
REC FILED: 823.00  
CORN 00/0180/018000

**THOMAS & HUTTON**

50 Park of Commerce Way  
Savannah, GA 31405 • 912.234.5300  
[www.thomasandhutton.com](http://www.thomasandhutton.com)



plat 01-12-23 drawn LPC reviewed RKM filed JAN. 2023 crew MBR

LINE	BEARING	LENGTH
L1	N 56°35'00" E	14.47'
L2	N 79°52'30" W	39.68'
L3	S 80°07'50" W	9.93'
L4	S 89°04'58" W	42.53'
L5	S 77°32'57" W	41.44'
L6	S 32°00'00" W	30.26'
L7	N 33°25'00" W	41.21'

CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
CI	1065.00'	198.79'	N 5°14'10" E	198.50'	10°41'40"
CE	2164.80'	86.03'	N 44°45'00" E	86.04'	2°06'38"
C3	2164.80'	56.86'	N 43°55'34" E	56.86'	1°50'35"
C4	25.00'	48.40'	N 82°24'27" W	41.18'	80°54'49"

**NOTES**

- TAX MAP NO. (PARENT TRACT): 8600 020 000 0714 0000 & 8600 028 000 3945 0000.
- ACCORDING TO PLAT MAP NO. 4503C02655, EFFECTIVE DATE 3-23-21, THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN ZONE A.
- COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83). DISTANCES SHOWN ARE GROUND DISTANCES, NOT GRID DISTANCES.
- THIS SURVEY IS VALID ONLY IF THE POINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.
- A TITLE SEARCH WAS NOT PERFORMED BY THOMAS & HUTTON ENGINEERS CO. AT THE TIME OF THIS SURVEY.
- THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- REFERENCES: PB 63 PAGE 52, PB 130 PAGES 64-69, PB 120 PAGE 34.
- THE POSITION OF UNDERGROUND UTILITIES SHOWN ON THIS DRAWING IS BASED UPON THE LOCATION OF SURFACE APPURTENANCES AND/OR SURFACE MARKINGS AND SHOULD BE CONSIDERED APPROXIMATE.

- LEGEND**
- MEANDER POINT (NO MONUMENT)
  - CONCRETE MONUMENT FOUND
  - CONCRETE MONUMENT SET
  - IRON PIPE FOUND
  - IRON PIPE SET
  - IRON REBAR FOUND
  - IRON REBAR SET
  - OVERHEAD POWER

**EXEMPT**  
This plat of property is exempt from having to obtain a subdivision approval under the provisions of the Beaufort County Community Development Ordinance 7-2-72 (01/31/02) as amended.  
Date: 1-19-2023  
RKH



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
A resolution authorizing the County Administrator to execute mutual aid agreements regarding relocation of detainees on a temporary basis during an emergency, with Aiken County, Allendale County, Charleston County, Colleton County, Dorchester County, Florence County, Greenville County, Hampton County, Jasper County, Lexington County, Orangeburg County, and Richland County.
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee 6/26/2023 3:00pm
<b>PRESENTER INFORMATION:</b>
John Robinson Public Safety Assistant County Administrator <i>2 minutes</i>
<b>ITEM BACKGROUND:</b>
The Memorandums of Agreement presented allows for relocation of detainees between Beaufort County and 12 other SC county detention centers on a temporary basis during an emergency.
<b>PROJECT / ITEM NARRATIVE:</b>
The Memorandums of Agreement presented include provisions for inmates and staff. They have been extended from annual expiration to 5-year expirations.
<b>FISCAL IMPACT:</b>
No cost unless MOAs are enforced due to an emergency.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Recommend send to full council for approval.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve a resolution authorizing the County Administrator to execute mutual aid agreements regarding relocation of detainees on a temporary basis during an emergency, with Aiken County, Allendale County, Charleston County, Colleton County, Dorchester County, Florence County, Greenville County, Hampton County, Jasper County, Lexington County, Orangeburg County, and Richland County.



**RESOLUTION 2023/**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A MUTUAL AID AGREEMENT WITH AIKEN COUNTY, ALLENDALE COUNTY, CHARLESTON COUNTY, COLLETON COUNTY, DORCHESTER COUNTY, FLORENCE COUNTY, GREENVILLE COUNTY, HAMPTON COUNTY, JASPER COUNTY, ORANGEBURG COUNTY, AND RICHLAND COUNTY OF SOUTH CAROLINA REGARDING RELOCATION OF DETAINEES ON A TEMPORARY BASIS DURING AN EMERGENCY**

**WHEREAS**, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

**WHEREAS**, the parties to this contract are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

**WHEREAS**, the Public Facilities and Safety Committee discussed and recommended consideration of the matter to full council; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned agreements.

**NOW, THEREFORE, BE IT RESOLVED**, by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute a Mutual Aid Agreements with Aiken County, Allendale County, Charleston County, Colleton County, Dorchester County, Florence County, Greenville County, Hampton County, Jasper County, Orangeburg County, and Richland County, of South Carolina for the reciprocal relocation of detainees on a temporary basis during an emergency.

DONE this      day of                      ,2023

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_

Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council

**STATE OF SOUTH CAROLINA )**  
**COUNTY OF BEAUFORT )**  
**COUNTY OF AIKEN )**

**MUTUAL AID AGREEMENT**  
**REGARDING RELOCATION OF**  
**DETAINEES ON A TEMPORARY BASIS**  
**DURING AN EMERGENCY**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Aiken County Detention Center, Aiken, South Carolina, (hereinafter referred to as “Aiken County”).

**WHEREAS**, Beaufort County and Aiken County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

**WHEREAS**, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

**WHEREAS**, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

**NOW, THEREFORE**, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Aiken County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Aiken County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
  - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
  - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
  - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
  - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
  - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
  - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
  - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
  - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
- (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
- (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
- (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
- (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
- (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request, and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County:      Beaufort County Administrator  
    P.O. Box 1228  
    Beaufort, South Carolina 29901

Copy to:                      Legal Department  
    P.O. Box 1228  
    Beaufort, South Carolina 29901

Aiken County:              Aiken County Administrator  
    1930 University Pkwy, Ste. 3100  
    Aiken, South Carolina 29801-0009

Copy to:                      Legal Department  
    1930 University Pkwy, Ste. 3600  
    Aiken, South Carolina 29801-0009

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

**IN WITNESS WHEREOF**, Beaufort County, South Carolina, Aiken County, South Carolina by and through their duly authorized officers have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**AIKEN COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**



**STATE OF SOUTH CAROLINA )**  
**COUNTY OF BEAUFORT )**  
**COUNTY OF ALLENDALE )**

**MUTUAL AID AGREEMENT**  
**REGARDING RELOCATION OF**  
**DETAINEES ON A TEMPORARY BASIS**  
**DURING AN EMERGENCY**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Allendale County Detention Center, Allendale, South Carolina, (hereinafter referred to as “Allendale County”).

**WHEREAS**, Beaufort County and Allendale County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

**WHEREAS**, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

**WHEREAS**, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

**NOW, THEREFORE**, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Allendale County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Allendale County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
  - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
  - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
  - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
  - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
  - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
  - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
  - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
  - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
  - (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
  - (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
  - (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
  - (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
  - (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County:      Beaufort County Administrator  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Copy to:                Legal Department  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Allendale County:    Allendale County Administrator  
                                  P.O. Box 190  
                                  Allendale, South Carolina 29810-0190

Copy to:                Legal Department  
                                  P.O. Box 840  
                                  Fairfax, South Carolina 28927-0840

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

**IN WITNESS WHEREOF**, Beaufort County, South Carolina, Allendale County, South Carolina by and through their duly authorized officers have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**ALLENDALE COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**STATE OF SOUTH CAROLINA )**  
**COUNTY OF BEAUFORT )**  
**COUNTY OF CHARLESTON )**

**MUTUAL AID AGREEMENT**  
**REGARDING RELOCATION OF**  
**DETAINEES ON A TEMPORARY BASIS**  
**DURING AN EMERGENCY**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Charleston County Detention Center, Charleston, South Carolina, (hereinafter referred to as “Charleston County”).

**WHEREAS**, Beaufort County and Charleston County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

**WHEREAS**, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

**WHEREAS**, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

**NOW, THEREFORE**, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Charleston County as follows:

- 1. Parties.** This Agreement is entered into by and between the following South Carolina counties: Charleston County and Beaufort County { "Parties"}.
- 2. Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
- 3. Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
- 4. Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
  - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
  - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
  - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
  - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
  - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
  - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
  - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
  - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.



- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
  - (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
  - (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
  - (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
  - (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
  - (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County:      Beaufort County Administrator  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Copy to:                Legal Department  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Charleston County:   Charleston County Administrator  
                                  4045 Bridge View Dr.  
                                  N. Charleston, South Carolina 29405-7464

Copy to:                Legal Department  
                                  4045 Bridge View Dr.  
                                  N. Charleston, South Carolina 29405-7464

This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

**IN WITNESS WHEREOF**, Beaufort County, South Carolina, Charleston County, South Carolina by and through their duly authorized officers have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CHARLESTON COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**STATE OF SOUTH CAROLINA )**  
**COUNTY OF BEAUFORT )**  
**COUNTY OF COLLETON )**

**MUTUAL AID AGREEMENT**  
**REGARDING RELOCATION OF**  
**DETAINEES ON A TEMPORARY BASIS**  
**DURING AN EMERGENCY**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Colleton County Detention Center, Colleton, South Carolina, (hereinafter referred to as “Colleton County”).

**WHEREAS**, Beaufort County and Colleton County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

**WHEREAS**, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

**WHEREAS**, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

**NOW, THEREFORE**, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Colleton County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Colleton County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
  - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
  - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
  - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
  - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
  - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
  - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
  - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
  - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
  - (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
  - (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
  - (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
  - (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
  - (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County:      Beaufort County Administrator  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Copy to:                Legal Department  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Colleton County:      Colleton County Administrator  
                                  P.O. Box 157  
                                  Colleton, South Carolina 29488-0002

Copy to:                Legal Department  
                                  P.O. Box 157  
                                  Colleton, South Carolina 29488-0002

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

**IN WITNESS WHEREOF**, Beaufort County, South Carolina, Colleton County, South Carolina by and through their duly authorized officers have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2023.



**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**COLLETON COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**STATE OF SOUTH CAROLINA )**  
**COUNTY OF BEAUFORT )**  
**COUNTY OF DORCHESTER )**

**MUTUAL AID AGREEMENT**  
**REGARDING RELOCATION OF**  
**DETAINEES ON A TEMPORARY BASIS**  
**DURING AN EMERGENCY**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Dorchester County Detention Center, Dorchester, South Carolina, (hereinafter referred to as “Dorchester County”).

**WHEREAS**, Beaufort County and Dorchester County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

**WHEREAS**, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

**WHEREAS**, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

**NOW, THEREFORE**, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Dorchester County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Dorchester County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
  - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
  - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
  - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
  - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
  - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
  - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
  - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
  - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
- (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
- (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
- (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
- (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
- (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County:      Beaufort County Administrator  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Copy to:                Legal Department  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Dorchester County:   Dorchester County Administrator  
                                  201 Johnston St.  
                                  St. George, South Carolina 29477-2412

Copy to:                Legal Department  
                                  201 Johnston St.  
                                  St. George, South Carolina 29477-2412

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

**IN WITNESS WHEREOF**, Beaufort County, South Carolina, Dorchester County, South Carolina by and through their duly authorized officers have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**DORCHESTER COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**STATE OF SOUTH CAROLINA )**  
**COUNTY OF BEAUFORT )**  
**COUNTY OF FLORENCE )**

**MUTUAL AID AGREEMENT**  
**REGARDING RELOCATION OF**  
**DETAINEES ON A TEMPORARY BASIS**  
**DURING AN EMERGENCY**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Florence County Detention Center, Florence, South Carolina, (hereinafter referred to as “Florence County”).

**WHEREAS**, Beaufort County and Florence County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

**WHEREAS**, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

**WHEREAS**, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

**NOW, THEREFORE**, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Florence County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Florence County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following



meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
  - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
  - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
  - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
  - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
  - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
  - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
  - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
  - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
  - (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
  - (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
  - (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
  - (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
  - (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County:      Beaufort County Administrator  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Copy to:                Legal Department  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Florence County:      Florence County Administrator  
                                  180 N Irby St. MSC-G  
                                  Florence, South Carolina 29501-3456

Copy to:                Legal Department  
                                  180 N Irby St. Rm 503  
                                  Florence, South Carolina 29501

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

**IN WITNESS WHEREOF**, Beaufort County, South Carolina, Florence County, South Carolina by and through their duly authorized officers have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**FLORENCE COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**STATE OF SOUTH CAROLINA )**  
**COUNTY OF BEAUFORT )**  
**COUNTY OF GREENVILLE )**

**MUTUAL AID AGREEMENT**  
**REGARDING RELOCATION OF**  
**DETAINEES ON A TEMPORARY BASIS**  
**DURING AN EMERGENCY**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Greenville County Detention Center, Greenville, South Carolina, (hereinafter referred to as “Greenville County”).

**WHEREAS**, Beaufort County and Greenville County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

**WHEREAS**, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

**WHEREAS**, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

**NOW, THEREFORE**, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Greenville County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Greenville County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
- b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
- c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
- d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
- e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.

5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:

- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
- b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
- c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
- d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
- e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
- (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
- (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
- (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
- (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
- (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If



support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County:      Beaufort County Administrator  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Copy to:                Legal Department  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Greenville County:    Greenville County Administrator  
                                  301 University Rdg.  
                                  Greenville, South Carolina 29601

Copy to:                Legal Department  
                                  301 University Rdg.  
                                  Greenville, South Carolina 29601

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

**IN WITNESS WHEREOF**, Beaufort County, South Carolina, Greenville County, South Carolina by and through their duly authorized officers have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**GREENVILLE COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**STATE OF SOUTH CAROLINA )**  
**COUNTY OF BEAUFORT )**  
**COUNTY OF HAMPTON )**

**MUTUAL AID AGREEMENT  
REGARDING RELOCATION OF  
DETAINEES ON A TEMPORARY BASIS  
DURING AN EMERGENCY**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Hampton County Detention Center, Hampton, South Carolina, (hereinafter referred to as “Hampton County”).

**WHEREAS**, Beaufort County and Hampton County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

**WHEREAS**, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

**WHEREAS**, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

**NOW, THEREFORE**, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Hampton County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Hampton County and Beaufort County (“Parties”).
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
  - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
  - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
  - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
  - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
  - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
  - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
  - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
  - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
  - (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
  - (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
  - (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
  - (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
  - (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County:      Beaufort County Administrator  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Copy to:                Legal Department  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Hampton County:      Hampton County Administrator  
                                  200 Jackson Avenue E.  
                                  Hampton, South Carolina 29924

Copy to:                Legal Department  
                                  P.O. Box 969  
                                  Estill, South Carolina 29918-0969

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

**IN WITNESS WHEREOF**, Beaufort County, South Carolina, Hampton County, South Carolina by and through their duly authorized officers have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**HAMPTON COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**STATE OF SOUTH CAROLINA )**  
**COUNTY OF BEAUFORT )**  
**COUNTY OF JASPER )**

**MUTUAL AID AGREEMENT**  
**REGARDING RELOCATION OF**  
**DETAINEES ON A TEMPORARY BASIS**  
**DURING AN EMERGENCY**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Jasper County Detention Center, Jasper, South Carolina, (hereinafter referred to as “Jasper County”).

**WHEREAS**, Beaufort County and Jasper County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

**WHEREAS**, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

**WHEREAS**, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

**NOW, THEREFORE**, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Jasper County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Jasper County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following



meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
  - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
  - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
  - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
  - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
  - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
  - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
  - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
  - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
  - (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
  - (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
  - (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
  - (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
  - (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County:      Beaufort County Administrator  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Copy to:                Legal Department  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Jasper County:        Jasper County Administrator  
                                  P.O. Box 1149  
                                  Ridgeland, SC 29936-2620

Copy to:                Legal Department  
                                  P.O. Box 420  
                                  Ridgeland, South Carolina 29936-2607

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

**IN WITNESS WHEREOF**, Beaufort County, South Carolina, Jasper County, South Carolina by and through their duly authorized officers have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**JASPER COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**STATE OF SOUTH CAROLINA )**  
**COUNTY OF BEAUFORT )**  
**COUNTY OF LEXINGTON )**

**MUTUAL AID AGREEMENT**  
**REGARDING RELOCATION OF**  
**DETAINEES ON A TEMPORARY BASIS**  
**DURING AN EMERGENCY**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Lexington County Detention Center, Lexington, South Carolina, (hereinafter referred to as “Lexington County”).

**WHEREAS**, Beaufort County and Lexington County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

**WHEREAS**, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

**WHEREAS**, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

**NOW, THEREFORE**, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Lexington County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Lexington County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
  - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
  - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
  - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
  - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
  - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
  - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
  - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
  - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
  - (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
  - (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
  - (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
  - (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
  - (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County:      Beaufort County Administrator  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Copy to:                Legal Department  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Lexington County:    Lexington County Administrator  
                                  212 S Lake Dr, Ste 602  
                                  Lexington, South Carolina 29072-3410

Copy to:                Legal Department  
                                  140 E Main St.  
                                  Lexington, South Carolina 29072-3434

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

**IN WITNESS WHEREOF**, Beaufort County, South Carolina, Lexington County, South Carolina by and through their duly authorized officers have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2023.



**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**LEXINGTON COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**STATE OF SOUTH CAROLINA )**  
**COUNTY OF BEAUFORT )**  
**COUNTY OF ORANGEBURG )**

**MUTUAL AID AGREEMENT  
REGARDING RELOCATION OF  
DETAINEES ON A TEMPORARY BASIS  
DURING AN EMERGENCY**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Orangeburg County Detention Center, Orangeburg, South Carolina, (hereinafter referred to as “Orangeburg County”).

**WHEREAS**, Beaufort County and Orangeburg County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

**WHEREAS**, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

**WHEREAS**, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

**NOW, THEREFORE**, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Orangeburg County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Orangeburg County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via

parenthetical herein, the following capitalized terms have the following meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
  - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
  - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
  - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
  - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
  - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
  - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
  - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
  - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party

shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
  - (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
  - (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
  - (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
  - (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
  - (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid

Agreement for the duration the detainees are in the Supporting Agencies facility. If support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

**(7) Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.

**(8) Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.

8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator  
P.O. Box 1228  
Beaufort, South Carolina 29901

Copy to: Legal Department  
P.O. Box 1228  
Beaufort, South Carolina 29901

Orangeburg County: Orangeburg County Administrator  
P.O. Box 9000  
Orangeburg, South Carolina 29116-9000

Copy to: Legal Department  
2015 Broughton St.  
Orangeburg, South Carolina 29115-4679

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

**IN WITNESS WHEREOF**, Beaufort County, South Carolina, Orangeburg County, South Carolina by and through their duly authorized officers have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**ORANGEBURG COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**STATE OF SOUTH CAROLINA )**  
**COUNTY OF BEAUFORT )**  
**COUNTY OF RICHLAND )**

**MUTUAL AID AGREEMENT**  
**REGARDING RELOCATION OF**  
**DETAINEES ON A TEMPORARY BASIS**  
**DURING AN EMERGENCY**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Richland County Detention Center, Richland, South Carolina, (hereinafter referred to as “Richland County”).

**WHEREAS**, Beaufort County and Richland County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

**WHEREAS**, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

**WHEREAS**, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into the aforementioned Mutual Aid Agreement.

**NOW, THEREFORE**, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Richland County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Richland County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
  - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
  - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
  - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
  - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
  - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
  - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
  - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
  - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.



6. **Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) **Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
  - (2) **Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
  - (3) **Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
  - (4) **Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
  - (5) **Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
  - (6) **Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County:      Beaufort County Administrator  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Copy to:                Legal Department  
                                  P.O. Box 1228  
                                  Beaufort, South Carolina 29901

Richland County:    Richland County Administrator  
                                  2020 Hampton St, Ste 4069  
                                  Columbia, South Carolina 29204-1002

Copy to:                Legal Department  
                                  P.O. Box 192  
                                  Columbia, South Carolina 29202-0192

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

**IN WITNESS WHEREOF**, Beaufort County, South Carolina, Richland County, South Carolina by and through their duly authorized officers have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**RICHLAND COUNTY**

**By:** \_\_\_\_\_  
**Its: County Administrator**



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation of Award to APAC Atlantic for IFB #062323 SC 170 Near-Term Improvements for the construction of capacity and safety improvements from Okatie Center South to SC 462 (\$8,111,030.29)
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee – June 26, 2023
<b>PRESENTER INFORMATION:</b>
Jared Fralix, PE – Assistant County Administrator Infrastructure Division Eric Claussen, PE – Director of Engineering, Alternate (5 mins)
<b>ITEM BACKGROUND:</b>
On May 24, 2023, Beaufort County published IFB #062323 SC 170 Near Term Improvements requesting competitive bids for the construction of all aspects and scope of the SC 170 Near-Term Improvements Project, broken into Schedule A and Schedule B, with Bid A being for the SC 170 Near Term Improvements (Beaufort County) and Bid B being the resurfacing of US 278 and the interchange ramps (SCDOT). On June 23, 2023, The County received 1 bid. APAC Atlantic was the lowest responsive bid received.
<b>PROJECT / ITEM NARRATIVE:</b>
The project will consist of the construction of spot improvements to address capacity and safety needs along SC 170 from Okatie Center South to SC 462 as well as the resurfacing of a portion of US 278 near the interchange with SC 170 including the interchange ramps. The improvements include the installation of a Reduced Conflict Intersection at Okatie Center South, channelization/capacity/safety improvements at the interchange of SC 170 & US 278, capacity improvements at the intersection of SC 170 & Argent Boulevard, and left turn lane improvements at SC 170 & SC 462. The project also includes the resurfacing of a portion of eastbound US 278 to eliminate the existing merge on top of the interchange bridge from southbound SC 170 to eastbound US 278.
<b>FISCAL IMPACT:</b>
The contract fee is for materials and construction in the amount of \$6,759,191.91. Staff recommends a 20% contingency of \$1,351,838.38, bringing the project’s total cost to \$8,111,030.29. The funding for this project will be Bluffton Road Impact Fees account # 23020011-54500 with a balance of \$17,955,170.89.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval to award APAC Atlantic for IFB #062323 SC 170 Near-Term Improvements
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny recommendation to award APAC Atlantic for IFB #062323 SC 170 Near-Term Improvements  <i>Next Step: Move forward to County Council to award APAC Atlantic for IFB #062323 SC 170 Near-Term Improvements</i>

**RESOLUTION 2023/\_\_\_\_\_**

**A RESOLUTION TO APPROVE THE USE OF TRANSPORTATION IMPACT FEES TO RETAIN APAC Atlantic TO PROVIDE MATERIALS AND CONSTRUCTION FOR SC 170 NEAR TERM IMPROVEMENTS**

**WHEREAS**, the SC 170 and US 278 corridors are some of the most heavily trafficked in Beaufort County; and

**WHEREAS**, the County desires to implement access management strategies to improve safety and traffic flow of these corridors; and

**WHEREAS**, the County wishes to contract APAC Atlantic, to construct the designed improvements to SC 170 and US 278. APAC Atlantic has submitted a contract fee of \$6,759,191.91 for the work. The County recommends a twenty percent contingency fee (\$1,351,838.38) for a total of \$8,111,030.29; and

**WHEREAS**, the County collects development impact fees in accordance with state law and Beaufort County Code of Ordinances, Chapter 82 - Impact Fees, for purposes such as the Construction of roadway improvements; and

**WHEREAS**, the County has a sufficient balance in the Road Facilities – Southern Beaufort County Service Area to pay for the projected expenses which are associated with the study.

**NOW, THEREFORE, BE IT RESOLVED**, that County Council hereby approves the expenditure of \$8,111,030.29 of road impact fees from the South of the Broad Service Area to retain APAC Atlantic to construct the improvements included in the SC 170 Near Term Improvements.

This Resolution shall be effective \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

\_\_\_\_\_  
Joseph F. Passiment

Attest:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council

# PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 19.



<b>Project Name:</b>	SC 170 Near Term Improvements
<b>Project Number:</b>	IFB 062323
<b>Project Budget:</b>	
<b>Bid Opening Date:</b>	23-Jun-23
<b>Time:</b>	3:00:00 PM
<b>Location:</b>	Beaufort County
<b>Bid Administrator:</b>	Dave Thomas
<b>Bid Recorder:</b>	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDE NDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price	
APAC Atlantic	X	X	X	X	X	X	\$ 4,186,297.86	Bid A
							\$ 2,563,591.64	Bid B
							\$ 9,242.41	Additional Striping
							\$ 6,759,191.91	Total Project Total

*Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.*

\_\_\_\_\_  
Bid Administrator Signature

*Victoria Moyer*  
\_\_\_\_\_  
Bid Recorder



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
RECOMMEND APPROVAL OF A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH SCDOT FOR PAVEMENT OVERLAY AND PAVEMENT MARKING IMPROVEMENTS ON US278 AND INTERCHANGE RAMPS TO BE INCLUDED IN THE SC170 NEAR TERM IMPROVEMENTS PROJECT IN THE COUNTY.
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – June 26, 2023
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator – Engineering
<b>ITEM BACKGROUND:</b>
As a part of the Near-Term SC 170 improvements, Beaufort County CTC and staff worked with SCDOT to expedite their programmed pavement overlay work on US 278 and the US 278/SC 170 interchange ramps. This overlay work will enhance the SC 170 Near-Term project by providing drivers with better lane utilization and eliminating the merging condition that exists from the southbound SC 170 ramp to eastbound US 278. This item is the (IGA) to designate the SCDOT will fund their overlay and pavement marking work.
<b>PROJECT / ITEM NARRATIVE:</b>
This IGA allows Beaufort County to manage the improvements to US 278 and the US 278/SC 170 interchange ramps and defines the direct project costs that SCDOT will be responsible for as a part of the overall SC 170 Near-Term Project.
<b>FISCAL IMPACT:</b>
N/A
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends the execution of the Beaufort County and South Carolina Department of Transportation Intergovernmental Agreement for improvements to US 278 included in the SC 170 Near Term Improvements project.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the execution of the Beaufort County and South Carolina Department of Transportation Intergovernmental Agreement.  (Move forward to County Council on July 10, 2023)

**RESOLUTION 2023/\_\_\_\_\_**

**A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH SCDOT FOR PAVEMENT OVERLAY AND PAVEMENT MARKING IMPROVEMENTS ON US278 AND INTERCHANGE RAMPS TO BE INCLUDED IN THE SC170 NEAR-TERM IMPROVEMENTS PROJECT IN THE COUNTY.**

**WHEREAS**, the County has studied and designed improvements for SC170 from Okatie Center South to SC 462, known as the SC 170 Near-Term Improvement Project; and

**WHEREAS**, the County approached the SC Department of Transportation (SCDOT) about including pavement overlay and marking improvements, originally programmed in SCDOT’s FY24 budget, with the County’s Near-Term Improvement Project; and

**WHEREAS**, the two projects in tandem will provide capacity and safety benefits to the traveling public by eliminating the merge condition from southbound SC170 to eastbound US278 on top of the bridge; and

**WHEREAS**, SCDOT approved the inclusion of the pavement overlay and marking improvements to eastbound US278 as well as the ramps at the interchange to be included in the County’s SC170 Near-Term Improvement Project; and

**WHEREAS**, SCDOT wishes to enter into the Intergovernmental Agreement provided by SCDOT setting forth the respective responsibilities and obligations of the parties for budgetary purposes for the SC170 Near-Term Improvement Project.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Council of Beaufort County, South Carolina, that:

**1. County Council hereby approves entering into the Intergovernmental Agreement with SCDOT for the SC 170 Near-Term Project.**

**2. The County Administrator is authorized to execute and deliver the Intergovernmental Agreement to the Bank and is authorized to execute and enter into any supplements or amendments to the Intergovernmental Agreement as may be necessary or helpful from time to time.**

This Resolution shall be effective \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

\_\_\_\_\_  
Joseph F. Passiment

Attest:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
BEAUFORT COUNTY  
AND THE  
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE  
RESURFACING OF US 278 IN BEAUFORT COUNTY**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Beaufort County (hereinafter referred to as “COUNTY”) and the South Carolina Department of Transportation ( hereinafter referred to as “SCDOT”) (collectively “the Parties”).

**WITNESSETH:**

WHEREAS, COUNTY has undertaken a project to improve intersections along the US 278 and SC 170 corridor in Beaufort County; and

WHEREAS, SCDOT is planning to resurface US 278 and the associated ramps in Beaufort County as part of the 2024 Primary Pavement Improvement Program (hereinafter “the Project”); and

WHEREAS, the Parties and the public will be better served to have both of these projects under the same contract; and

WHEREAS, SCDOT is willing to allow COUNTY to deliver the Project under the same contract; and

WHEREAS, COUNTY is agreeable to providing its services in administering the Project on SCDOT’s behalf under the terms and conditions hereinafter set forth; and

WHEREAS, the Parties wish to set forth herein the terms of their relationship and the duties and obligations of each of them to accomplish the purposes set forth above;

NOW THEREFORE, in consideration of the mutual benefits accruing to each of them, the Parties agree as follows:

**1. Term of the Agreement.** This Agreement shall take effect upon its execution and shall terminate on the date the Project is completed and accepted by SCDOT. However, any claims or judgments received after termination relating to the Project shall survive the termination for the period of time provided by law.

2. Project Description. This Project is for the rehabilitation of US 278 and the associated ramps in Beaufort County, SC. A map of the Project area and Project details are included as Exhibit A, attached hereto and incorporated herein.

3. Encroachment Rights. SCDOT shall deliver possession of its highways to COUNTY in the same manner and under the same terms it does to highway contractors working under contract with it and hereby grants encroachment and access rights to the right-of-way along the Project corridor as set forth below. This possession shall be delivered upon execution of this Agreement.

3.1 COUNTY shall notify SCDOT of the anticipated Notice to Proceed date for the contract. After written approval of the final construction plans by SCDOT and on the Notice to Proceed date for construction, COUNTY and/or its agents will assume maintenance responsibilities for the Project.

3.2 Where applications for encroachment permits with regard to any segment of road covered by the Project are received by SCDOT, SCDOT will forward those applications to COUNTY within ten business days of receipt for review to assure that those proposed improvements described in the permit applications will not conflict with the Project plans. COUNTY shall review the applications and return comments within ten business days.

3.3 From and after execution of this Agreement, SCDOT hereby grants COUNTY access to the Project corridor for the purposes of gathering field information necessary for accomplishing the Project.

4. Funding.

4.1 The Parties estimate the total cost for the Project to be approximately \$\_\_\_\_\_. Bid documents showing actual detailed bid pricing are included as Exhibit B, attached hereto and incorporated herein.

4.2 SCDOT is responsible for 100% of the cost of the Project.

4.3 COUNTY shall submit an invoice for the amount of the Project approximately 30 days after execution of this Agreement. SCDOT agrees to remit the invoiced amount to COUNTY within 30 days of receipt of invoice.

4.4 Cost Overruns. If it becomes apparent that the cost of the Project will exceed the funding available, COUNTY will provide SCDOT notice prior to the total expenditure of the available funds and will provide an estimate of the funds needed to complete the Project. COUNTY shall prepare an invoice for any additional amount necessary. Within 30 days of receiving the notice and invoice, SCDOT shall remit to COUNTY the additional funds needed to complete the Project. Until the additional funds are received by COUNTY, no work will be completed beyond that covered by available funds. If the additional funds needed to complete the Project are not available, SCDOT and COUNTY will mutually agree on a revision to the scope that can be completed within the available funds.

4.5 Cost Underrun. In the event the total Project cost is less than originally estimated, COUNTY will, within 30 days of the final completion and acceptance of the Project, refund any excess amount paid by SCDOT.

## 5. Project Administration.

5.1 Project Planning, Budgets, Schedules. COUNTY shall be responsible for all work to be performed pursuant to this Agreement. SCDOT will have the right to comment on COUNTY's scope of work, budget, and schedule for the Project. The Project shall be undertaken only upon SCDOT's written consent, which shall be deemed granted by execution of this Agreement.

5.2 Project Bidding and Award. Prior to execution of this Agreement, COUNTY will, according to its procurement practices, let and award a contract containing the Project for bids.

5.3 Project Management; Payments to COUNTY. COUNTY will administer the Project on behalf of SCDOT. SCDOT will designate a Project Manager to serve as the day-to-day contact for the Project. COUNTY shall be responsible for contract administration, inspections, sampling and testing of materials, the review and approval of payments and/or change orders, administration of construction for the Project, and any other related or necessary activities or functions. COUNTY shall perform all or any part of the work with its own forces or it may contract for any of the work or services with outside private or governmental consultants or contractors should it determine that such contracting would be more efficient or cost effective or would result in more expeditious completion of the Project.

COUNTY shall not exceed the budget for their services for the Project as noted elsewhere in this Agreement without further written consent from SCDOT.

5.4 Contracts; Contract Provisions; Contractor Payments. All contracts with contractors for construction of the Project shall be made in the name of COUNTY on behalf of SCDOT. All such contracts shall include written provisions that COUNTY will act as SCDOT's agent in administering the contracts and that the contractor shall conduct business with COUNTY as SCDOT's authorized agent. All contracts with third persons shall also include written provisions specifying that SCDOT will have no authority or responsibility for any aspect of the contract administration and further specifying that the contracting party shall acknowledge that all matters relating to the payment of any costs, invoices, charges, monetary claims, or judgments shall ultimately be the responsibility of COUNTY.

COUNTY shall process all Project invoices from consultants, contractors, or materialmen received by COUNTY for payment and make payment from funding remitted by SCDOT. Each invoice shall contain a certification by COUNTY's Construction Manager, or his designee, that the material or services for which payment is submitted have in fact been performed or delivered and incorporated into the Project, that such materials or services meet SCDOT standards, and that payment is due under the terms of the contract.

5.5 Construction Inspection, Sampling, and Testing. COUNTY shall provide field and laboratory services to include inspection, sampling, and testing in accordance with SCDOT and other applicable requirements, procedures, and guidelines. Field inspection services and sampling and testing services will be performed to determine compliance with the Project specifications, all applicable SCDOT and other applicable requirements, procedures, and guidelines. SCDOT reserves the right to inspect, sample, and test while the Project is underway.

6. Scope of Projects; Change Orders. COUNTY shall obtain the prior approval of SCDOT for any change order changing the scope of the Project or exceeding the Project budget. COUNTY shall promptly report the need for such proposed change order to SCDOT.

7. Communications; Project Reporting; Close-out Documents; Disputes.

7.1 Communications. The Parties agree that regular and thorough communication about the work is essential to successful Project completion. SCDOT's Project Manager and COUNTY's Construction Manager shall hold coordination meetings as may be necessary to discuss the Project. Coordination meetings shall be held at the request of SCDOT or COUNTY.

7.2 Project Reporting. COUNTY will provide periodic reports to SCDOT indicating the spending to date for construction completed. The report will also include milestone accomplishments and schedule updates.

7.3 Close-out Documents. Upon completion of the Project, COUNTY will provide SCDOT with the following:

**7.3.1** As-built drawings. COUNTY shall provide, within 90 days after Project completion, two marked-up sets of final construction drawings reflecting the as-built condition based upon information provided by the construction contractor and verified by COUNTY.

**7.3.2** Test reports.

**7.3.3** Daily construction diaries.

**7.3.4** Assignments to SCDOT of all contractors' payment and performance bonds in connection with the Project.

**7.3.5** Releases, affidavits, or other proof of payment to indicate full payment of all claims by contractors, to include their subcontractors and suppliers.

**7.3.6** If applicable, a letter to SCDOT stating that COUNTY has provided construction oversight for the Project and the workmanship and materials used in the Project are in conformance with the contract documents.

**7.3.7** An assignment of any contractor or third-party warranties regarding the work. COUNTY shall take all steps necessary to transfer to SCDOT any manufacturer or third-party warranties of any materials or other services used in the Project. To the extent COUNTY's construction contractor warranties are obtained in connection with the Project, COUNTY shall assure that those warranties are assignable.

**7.3.8** COUNTY warrants that it will perform the work necessary under this Agreement in accordance with the standards of care and diligence normally practiced in the transportation industry for work of a similar nature.

**8. Disputes.** All claims or disputes shall be filed with SCDOT's District Engineering Administrator for District 6 and the Parties will meet to attempt to resolve the dispute or claim. If unable to resolve the dispute with the DEA, the Parties may appeal the claim or dispute to SCDOT's Deputy Secretary for Engineering. The decision of the Deputy Secretary for Engineering in the matter shall be final and conclusive for both Parties, subject to non-jury appeal to the Circuit Court in Beaufort County within 90 days of Project completion.

**9. Default.**

8.1 Events of Default and Remedies as to COUNTY. In the event COUNTY shall violate or fail to comply with any provision or obligation of this Agreement or shall fail or refuse to perform or deliver the services required hereunder as to the Project, and such refusal or failure shall continue for a period of 30 days, SCDOT may declare COUNTY to be in default of this Agreement. In such event, SCDOT, in its sole discretion may replace COUNTY and contract with or hire another private firm or governmental entity to provide the project management services hereunder or undertake such responsibilities on its own account. Provided, however, that SCDOT shall remain liable to COUNTY for payment for the services rendered prior to such termination that remain unpaid. In such event, to the extent allowable by law, COUNTY shall assign all licenses and permits obtained in its name necessary to complete the Project to SCDOT and SCDOT shall accept such assignments and become primarily obligated thereunder in the same manner and to the same extent as if SCDOT was the original permittee. COUNTY shall remain responsible for all costs associated with all third-party claims including contractor default claims or for costs of termination for convenience.

8.2 Events of Default and Remedies as to SCDOT. In the event SCDOT shall violate or fail to comply with any provision or obligation of this Agreement including the failure to make payments when due to COUNTY and such failure shall continue for a period of 30 days,

COUNTY may declare SCDOT to be in default of this Agreement and may seek remedies that may be available to COUNTY.

**10. General Conditions: Waivers.** No waiver of any event of default by COUNTY or SCDOT hereunder shall be implied from any delay or omission by the other Party to take action on account of such event of default, and no express waiver shall affect any event of default other than the event of default specified in the waiver and it shall be operative only for the time and to the extent therein stated. Waivers of any covenants, terms, or conditions contained herein must be in writing and shall not be construed as a waiver of any subsequent or other breach of the same covenant, term, or condition. The consent or approval by a Party of any act by the other requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act. No single or partial exercise of any right or remedy of a Party hereunder shall preclude any further exercise thereof or the exercise of any other or different right or remedy.

**11. Benefit and Rights of Third Parties.** This Agreement is made and entered into for the sole protection and benefit of COUNTY, SCDOT, and their respective successors and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner, including, but not limited to, any right to any disbursements at any time, any right to require the Parties to apply any portion of the amounts committed herein that have not been disbursed by them to the payment of any such claim, or any right to require the Parties to exercise any of their rights or powers under this Agreement or arising from any event of default of any kind by COUNTY or SCDOT. No other persons, firms, entities, or parties shall, under any circumstances, be deemed to be a beneficiary of any conditions or obligations set forth in this Agreement, any or all of which may be freely waived in whole or in part by the parties at any time, if in their sole discretion, they deem it desirable to do so.

**12. Notices.** All notices required to be given hereunder, except as otherwise provided in this Agreement, shall be deemed effective when received by the other Party, through certified mail, registered mail, personal delivery, or courier delivery. All such notices shall be addressed to the Parties as follows:

IGA-

COUNTY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCDOT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13. Savings Clause.** Invalidation of any one or more of the provisions of this Agreement by any tribunal of competent jurisdiction shall in no way affect any of the other provisions hereof, all of which shall remain, and are intended by the Parties to remain, in full force and effect.

**14. Execution in Counterparts.** This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

**15. Authority to Execute.** By executing this Agreement, the undersigned each affirms and certifies that he or she has authority to bind his or her principal thereto and that all necessary acts have been taken to duly authorize this Agreement under applicable law.

*[Signature blocks on next page]*



IN WITNESS WEHREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

BEAUFORT COUNTY

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

SOUTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Deputy Secretary for Finance and Administration

EXHIBIT A

Map of the Project Area

EXHIBIT B  
Estimate of Costs

## A RESOLUTION

**AMENDING THAT RESOLUTION ADOPTED JUNE 26, 2023 ENTITLED “A RESOLUTION ORDERING A PUBLIC HEARING TO BE HELD ON THE ISSUANCE OF NOT EXCEEDING \$5,250,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA; PROVIDING FOR THE PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARING; AND OTHER MATTERS RELATING THERETO.”**

**BE IT RESOLVED**, by the County Council of Beaufort County (the “*County Council*”), which is the governing body of Beaufort County, South Carolina (the “*County*”), in meeting duly assembled:

### Section 1      Findings of Fact.

(a) On June 26, 2023 County Council adopted “A RESOLUTION ORDERING A PUBLIC HEARING TO BE HELD ON THE ISSUANCE OF NOT EXCEEDING \$5,250,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA; PROVIDING FOR THE PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARING; AND OTHER MATTERS RELATING THERETO” (the “*Resolution*”).

(b) The Resolution ordered a public hearing on the issuance of certain general obligation bonds of the Fripp Island Public Service District to be held on July 24, 2023.

(c) The July 24, 2023 meeting of County Council has been cancelled.

(d) County Council is now minded to amend the Resolution only insofar as to revise the date of the public hearing from July 24, 2023 to August 14, 2023. All other findings and authorizations provided in the June 26, 2023 resolution are hereby affirmed and ratified, and incorporated herein by reference.

### Section 2      Ordering of Public Hearing.

The County Council finds that it may be in the interest of the District to raise moneys for the purpose of providing for the Projects, and in that connection hereby orders a public hearing to be held upon the question of the issuance of the Bonds (the “*Public Hearing*”). The Public Hearing shall be held on the question of the issuance of the Bonds in the Beaufort County Council Chambers in the Administration Building of the Beaufort County Government, Robert Smalls Complex, 100 Ribaut Road, Beaufort, SC 29902, on the 14th day of August, 2023 at 5:00 p.m. (or as soon thereafter as the agenda permits), and the notice of the Public Hearing in the form attached hereto as Exhibit A shall be published once a week for three successive weeks in *The Post and Courier*, which is a newspaper of general circulation in the County. The first such publication shall not be less than 16 days prior to the hearing date.

(b) The Clerk to County Council is hereby authorized to approve changes to the notice of the Public Hearing attached hereto as Exhibit A to conform the same to reflect changes in County Council practices or its meeting schedule.

Section 4      Hearing Shall be Public.

The Public Hearing shall be conducted publicly at the time and place above stated and both proponents and opponents of the proposed issuance of the Bonds shall be given a full opportunity to be heard in person or by counsel.

Section 5      Subsequent Finding and Determination.

Following the Public Hearing, the County Council shall determine whether and to what extent the Bonds should be issued.

Section 6      Further Action.

The Chairman of the County Council and the proper County officials are hereby authorized and empowered to take all necessary action to provide for the holding of the Public Hearing in accordance with the provisions of the Enabling Act.

DONE AT BEAUFORT, SOUTH CAROLINA, this 10th day of July 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

(SEAL)

\_\_\_\_\_  
Joe Passiment, Chairman

Attest:

\_\_\_\_\_  
Sarah W. Brock, Clerk  
County Council of Beaufort County

**EXHIBIT A**

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT the County Council of Beaufort County (the “County Council”), which is the governing body of Beaufort County, South Carolina (the “County”), is considering whether the Fripp Island Public Service District, South Carolina (the “District”) shall be authorized to issue not exceeding \$5,250,000 aggregate principal amount of general obligation bonds of the District (the “Bonds”). On July 10, 2023, the County Council adopted a resolution authorizing the holding of a public hearing on such matter. As required by Section 6-11-840 of the Code of Laws of South Carolina 1976, as amended, you are advised of the following:

1. A public hearing will be held on the issuance of the Bonds in the Beaufort County Council Chambers in the Administration Building of the Beaufort County Government, Robert Smalls Complex, 100 Ribaut Road, Beaufort, SC 29902, on the 14th day of August, 2023 at 5:00 p.m., on the question of the issuance of the Bonds.

2. The District has informed the County of its desire to issue the Bonds in an aggregate principal amount not exceeding \$5,250,000 in order in order to provide:

(A) \$1,320,000 to defray the costs of acquiring, designing, constructing, renovating, and equipping fire service facilities, apparatus, equipment, and vehicles, to include, without limitation, station improvements, beach rescue equipment, squad trucks, and aerial apparatus; capitalized interest during construction; and the costs of issuance of such general obligation bonds (the “Fire Service Project”);

(B) \$870,000 to defray the costs of repairing, reconstructing, and mitigating certain District revetments and related infrastructure; capitalized interest during construction; and the costs of issuance of such general obligation bonds (the “Revetment Project”); and

(C) \$3,060,000 to defray the costs of repairing, reconstructing and improving the Fripp Inlet Bridge and related infrastructure, including, without limitation, bent retrofits and abutment protection; capitalized interest during construction; and the costs of issuance of such general obligation bonds (the “Bridge Project” and together with the Fire Service Project and the Revetment Project, the “Projects”).

3. The District estimates that the costs of the Projects will not exceed \$5,250,000.

4. For the payment of the principal of and interest on the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied annually on all taxable property in the District ad valorem taxes in an amount sufficient to pay principal and interest on the Bonds as the same fall due.

5. The aforesaid hearing shall be conducted publicly and both proponents and opponents of the proposed action shall be given full opportunity to be heard in person or by counsel. Following the hearing, the County Council shall, by ordinance, make a finding as to whether and to what extent the Bonds should be issued and may thereupon authorize the governing body of the District to issue the Bonds to the extent it shall be found necessary.

COUNTY COUNCIL OF BEAUFORT COUNTY

6/30/23

# Inspections for Building a House

- ① FOUNDATION
  - Ⓐ Pretreat
  - Ⓑ Compaction TEST
- ② Core Pore Inspection
- ③ Framing Inspection
  - Ⓐ Nail & Strapping
- ④ Elevation For Foundation (Survey company) "AS Built"
- ⑤ Electrical, Plumbing & HTG/AC (Inspection)
- ⑥ Insulation Inspection
- ⑦ Perminate Power Inspection
- ⑧ Final Inspection is The C.O.

NOTE: All Houses must Have Rain Garden For Drainage





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>AN ORDINANCE APPROPRIATING PROCEEDS AND INTEREST FROM THE 2017 GENERAL OBLIGATION BOND ANTICIPATION NOTE TO DESIGN, ENGINEER, CONSTRUCT, AND EQUIP A JOINT FIRE/EMS STATION IN SUN CITY AND TO DEFRAY COSTS ASSOCIATED WITH THE ESTABLISHMENT OF PERMANENT EMBARKATION LOCATIONS FOR THE DAUFUSKIE ISLAND FERRY AND OTHER MATTERS RELATED THERETO</b>
<b>MEETING NAME AND DATE:</b>
Community Services and Land Use Committee; June 12, 2023
<b>PRESENTER INFORMATION:</b>
R. Hayes Williams, Chief Financial Officer, Beaufort County; 10 Minutes
<b>ITEM BACKGROUND:</b>
In 2017 County Council authorized the issuance of a general obligations bond anticipation note in the amount of \$35MM. These funds were to be used for (i) purposes related to recovery from Hurricane Matthew; (ii) paying costs of issuance of the Notes; and (iii) such other lawful purposes as the County Council shall determine. Currently, there remains approximately \$8.3 of bond proceeds and interest. Administration seeks to utilize these untapped funds to address the following needs of the County: (1) \$5MM to design, engineer, construct and partially equip a joint fire/EMS station in Sun City; (2) \$700,000 toward costs incurred in establishing permanent locations for the Daufuskie Island Ferry Service on the mainland and Daufuskie Island.
<b>PROJECT / ITEM NARRATIVE:</b>
See Above
<b>FISCAL IMPACT:</b>
Appropriation of \$5.7MM
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff Recommends Council Appropriate these Funds to Address the Needs of Beaufort County
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny staff request for an ordinance appropriating \$5.7MM of bond proceeds and interest from the 2017 General Obligation Bond Anticipation Note First Reading of An Ordinance June 12, 2023

**ORDINANCE 2023/\_\_\_\_**

**AN ORDINANCE APPROPRIATING PROCEEDS AND INTEREST FROM THE 2017 GENERAL OBLIGATION BOND ANTICIPATION NOTE TO DESIGN, ENGINEER, CONSTRUCT, AND EQUIP A JOINT FIRE/EMS STATION IN SUN CITY AND TO DEFRAY COSTS ASSOCIATED WITH THE ESTABLISHMENT OF PERMANENT EMBARKATION LOCATIONS FOR THE DAUFUSKIE ISLAND FERRY AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, on or about May 8, 2017, Beaufort County Council adopted Ordinance No. 2027/12 which authorized the issuance and sale of not exceeding \$35MM general obligations bond anticipation notes. The proceeds of the bond were/are to be used (i) to assist the County with costs related to the recovery from Hurricane Matthew, (ii) to pay the costs of issuing the noted, and (iii) for such other lawful purposes as County Council shall determine; and

**WHEREAS**, the County currently has approximately \$8MM in unspent and unappropriated proceeds and interest from the 2017 bond issuance; and

**WHEREAS**, County Council has determined that it is necessary and proper to appropriate \$5MM to the design, engineering, construction, and equipment of a joint fire/EMS station in Sun City and \$700,000 toward the costs associated with the establishment of permanent embarkation locations for the Daufuskie Island Ferry (mainland and on-island); and

**WHEREAS**, Council finds that these appropriations are lawful purposes and that they satisfy the requirements of the bond.

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council that the following proceeds and interest are hereby appropriated from the 2017 General Obligations Bond Anticipation Notes:

1. The sum of \$5MM for the design, engineering, construction and equipment of a joint fire/EMS station in Sun City;
2. The sum of \$700,000 to defray costs associated with the establishment of permanent embarkation points for the Daufuskie Island Ferry, both mainland and on-island locations.

DONE this \_\_\_\_\_ day of July, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

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Sarah Brock, Clerk to Council

First Reading:  
Second Reading:  
Public Hearing:  
Third Reading





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA TO ISSUE NOT EXCEEDING \$5,250,000 OF GENERAL OBLIGATION BONDS SUBJECT TO VOTER APPROVAL, PROVIDING FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.
<b>MEETING NAME AND DATE:</b>
Finance, Administration, and Economic Development Committee 6/19/2023
<b>PRESENTER INFORMATION:</b>
Sara Weathers, Pope Flynn, LLC 15 minutes
<b>ITEM BACKGROUND:</b>
The Commission of the Fripp Island Public Service District has determined to seek authorization from the Beaufort County Council to issue general obligation bonds, subject to a favorable referenda of qualified electors. The Commission requests that, following a public hearing on the matter, the County Council enact the ordinance authorizing the issuance of the bonds, subject to a favorable referenda of qualified electors. This ordinance authorizing the bond issuance is required pursuant to Section 6-11-860 of the S.C. Code.
<b>PROJECT / ITEM NARRATIVE:</b>
The Fripp Island Public Service District (FIPSD) has determined to issue bonds to defray the costs related to (1) certain fire station improvements, the purchase of squad trucks and a ladder truck, and various equipment of the fire department, (2) erosion control improvements including bolstering the existing revetment, and (3) repairs and improvements to the Fripp Inlet Bridge.
<b>FISCAL IMPACT:</b>
If there is a successful referendum and bonds are issued, the bond payments will be made from the debt service account of FIPSD. The millage rate increase will depend upon which bonds are approved in the referenda and issued by the Commission. Based upon current projections, FIPSD estimates that a millage increase of 8.2 mills would be sufficient to pay debt service on \$5,250,000 of general obligation bonds.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny "RECOMMENDATION OF APPROVAL OF AN ORDINANCE AUTHORIZING THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA TO ISSUE NOT EXCEEDING \$5,250,000 OF GENERAL OBLIGATION BONDS SUBJECT TO VOTER APPROVAL, PROVIDING FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION; AND PROVIDING FOR OTHER MATTERS RELATED THERETO."

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AN ORDINANCE AUTHORIZING THE FRIPP ISLAND PUBLIC SERVICE DISTRICT, SOUTH CAROLINA TO ISSUE NOT EXCEEDING \$5,250,000 OF GENERAL OBLIGATION BONDS SUBJECT TO VOTER APPROVAL, PROVIDING FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION; AND PROVIDING FOR OTHER MATTERS RELATED THERETO

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AUTHORIZING ORDINANCE

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August 14, 2023

**BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, AS FOLLOWS:**

ARTICLE I – FINDINGS

Section 1.01 Findings of Fact.

The County Council of Beaufort County (the “*County Council*”), the governing body of Beaufort County, South Carolina (the “*County*”), hereby finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “*Constitution*”), provides that special purpose districts may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law, subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding 8% of the assessed value of all taxable property of such special purpose district (the “*Bonded Debt Limit*”). Article X, Section 14(6) further provides that “if general obligation debt be authorized by a majority vote of the qualified electors of the political subdivision voting in a referendum authorized by law” then such bonds may be issued without regard to the Bonded Debt Limit.

(b) Pursuant to Title 6, Chapter 11, Article 5 of the Code of Laws of South Carolina 1976, as amended (the “*Enabling Act*”), the governing body of any county in the State of South Carolina (the “*State*”) may authorize the issuance of general obligation bonds by special purpose districts located within its bounds to defray the cost of any authorized purpose of such special purpose district.

(c) Fripp Island Public Service District, South Carolina (the “*District*”) was created and established as a special purpose district, a body politic and corporate, pursuant to the provisions of Act No. 1042 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1962, as amended. The District is located wholly within the County and is authorized, *inter alia*, (i) to provide fire, water, and sewer services, (ii) to acquire, purchase, hold, use, lease, mortgage, sell, transfer and dispose of any property, real, personal, or mixed, or any interest therein, (iii) to construct and maintain roads, and (iv) to do all other acts and things necessary or convenient to carry out any function or power committed or granted to the District.

(d) Pursuant to Section 6-11-830 of the Enabling Act, the County Council, upon petition of the governing body of any special purpose district, may determine that it is in the interest of such special purpose district to raise moneys for the furtherance of any power or function of the special purpose district and order a public hearing to be held upon the question of the issuance of general obligation bonds of the District.

(e) The Fripp Island Public Service District Commission (the “*Commission*”), the governing body of the District, petitioned the County Council to hold a public hearing and

thereafter authorize the issuance of not exceeding \$5,250,000 of general obligation bonds of the District (the “**Bonds**”) in order to provide:

- (1) \$1,320,000 to defray the costs of acquiring, designing, constructing, renovating, and equipping fire service facilities, apparatus, equipment, and vehicles, to include, without limitation, station improvements, beach rescue equipment, squad trucks, and aerial apparatus; capitalized interest during construction; and the costs of issuance of such general obligation bonds (the “**Fire Service Project**”);
- (2) \$870,000 to defray the costs of repairing, reconstructing, and mitigating certain District revetments and related infrastructure; capitalized interest during construction; and the costs of issuance of such general obligation bonds (the “**Revetment Project**”); and
- (3) \$3,060,000 to defray the costs of repairing, reconstructing, and improving the Fripp Inlet Bridge and related infrastructure, including, without limitation, bent retrofits and abutment protection; capitalized interest during construction; and the costs of issuance of such general obligation bonds (the “**Bridge Project**” and together with the Fire Service Project and the Revetment Project, each a “**Project**” and collectively the “**Projects**”).

(f) By action previously taken, the County Council ordered that a public hearing (the “**Public Hearing**”) on the question of the issuance of not exceeding \$5,250,000 of general obligation bonds of the District (the “**Bonds**”) be held on the 14th day of August, 2023, at 5:00 p.m., and the notice of the Public Hearing was duly published once a week for three successive weeks in *The Beaufort Gazette* and *Island Packet*, newspapers of general circulation in the County.

(g) The Public Hearing has been duly held at the time and date and in the manner set forth above and was conducted publicly. Both proponents and opponents of the proposed action were given full opportunity to be heard and it is now in order for the County Council to proceed, after due deliberation, in accordance with the provisions of the Enabling Act to make a finding as to whether or not the Bonds should be issued.

(h) The County Council has determined to condition the issuance of the Bonds upon the result of a special election to be held in the District on the question of the issuance of the Bonds (each ballot question for a project set forth in Section 1.01(e) a “**Bond Referendum**,” and together the “**Bond Referenda**”). Such Bond Referenda shall be conducted pursuant to Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended, as required by the Enabling Act.

(i) The County Council, by separate resolution, dated August 14, 2023, has ordered the Bond Referenda be held, and specified other details of the Bond Referenda therein. Article X, Section 14 of the Constitution provides that if general obligation debt is authorized by a majority vote of the qualified electors of the special purpose district voting in a referendum authorized by law, there shall be no conditions or restrictions limiting the incurring of such indebtedness except as specified in such Article. Bonds for the Fire Service Project, the Revetment Project, or the



Bridge Project, when and if issued following the respective favorable Bond Referendum, would not be restricted by, or count toward, the Bonded Debt Limit, in accordance with the Constitution and laws of the State.

ARTICLE II – AUTHORIZATION

Section 2.01 Referendum Authorization.

(a) The Supreme Court of South Carolina, in *Zeigler v. Dorchester County*, 426 S.C. 615, 622 (2019) held “that a ballot referendum proposing bonded indebtedness must contain a single question for each proposal to which voters can respond affirmatively or negatively.” The Bonds, in the aggregate, would finance three separate proposals and have been divided into three separate questions accordingly.

(b) Should the Bond Referenda result favorably to the issuance of Bonds for the Fire Service Project, the Revetment Project, or the Bridge Project, and upon the filing of the declaration of the result of the applicable Bond Referendum in the office of the Clerk of Court for Beaufort County, South Carolina, the District is hereby authorized to issue Bonds for such Fire Service Project, the Revetment Project, or the Bridge Project to the extent of the authorization provided in the applicable Bond Referendum. Upon such filing, the Commission, on behalf of the District, is authorized to cause the issuance of the Bonds at one time or from time to time, as it may determine, in an aggregate principal amount not to exceed \$5,250,000 (or such lesser amount as may be approved at the applicable Bond Referendum), in order to defray (i) the costs of the Fire Service Project, the Revetment Project, or the Bridge Project, as applicable, and (ii) the costs of issuance of the Bonds or, in the discretion of the District, general obligation bond anticipation notes (the “*BANS*”) in a principal amount of not exceeding \$5,250,000, pursuant to the provisions of Title 11, Chapter 17 of the Code of Laws of South Carolina 1976, as amended (the “*BAN Act*”). The Bonds and the BANS shall be issued pursuant to a resolution of the Commission adopted in conformity with the terms and provisions of the Enabling Act and the BAN Act, respectively.

Section 2.02 Ordinance to be Provided to District.

A certified copy of this Ordinance shall forthwith be transmitted to the Commission to advise it of the action taken by the County Council, whereby subject to favorable Bond Referenda, the Commission has been authorized to issue, pursuant to the provisions of the Enabling Act, the Bonds.

Section 2.03 Further Action.

The Chairman and other County officers are herewith authorized and empowered to take such further action as may be necessary to fully implement the action contemplated by this Ordinance.

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DONE AT BEAUFORT COUNTY, SOUTH CAROLINA, this 14th day of August 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

(SEAL)

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Joe Passiment, Chairman

Attest:

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Sarah W. Brock, Clerk  
County Council of Beaufort County

First Reading: June 26, 2023  
Second Reading: July 10, 2023  
Public Hearing: August 14, 2023  
Third Reading: August 14, 2023



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation to award RFP 030723 Debris Management Contracting Services (CERES -Primary and Crowder Gulf - Secondary contractor).
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – June 26 <sup>th</sup> , 2023 @ 3pm
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator - Engineering (5 min)
<b>ITEM BACKGROUND:</b>
RFP 030723 was advertised for 30 days and had a deadline of March 7 <sup>th</sup> , 2023 Pre-proposal meeting with potential vendors took place on February 21 <sup>st</sup> , at 2 pm. Secondary Contractor Interviews were held on April 27 <sup>th</sup> .
<b>PROJECT / ITEM NARRATIVE:</b>
Debris Management Contracting Services RFP 030723 for resulting from an emergency event that may require debris removal operations or other services requested. Scoring was so close for a secondary contractor that a secondary interview was held for the 2 <sup>nd</sup> and 3 <sup>rd</sup> scores.
<b>FISCAL IMPACT:</b>
The fiscal impact can not be determined as there may or may not be a need for the services each year. If the contract is activated, at a minimum would cost \$2 million. Account to be utilized would be the reserve funds for emergency events.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
To award CERES, RFP 030723 for Debris Management Contracting Services and Crowder Gulf as secondary contracting services.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Approve/deny recommendation for award to CERES for (Primary Contractor) and Crowder Gulf (Secondary) for Debris Contracting Services, RFP # 030723.  <b><i>Next Step: Move forward to County Council to approve/deny the award for CERES and Crowder Gulf for RFP # 030723.</i></b>

# REQUEST FOR PROPOSALS

## Debris Management Contracting Services for Beaufort County RFP # 030723



**Prepared by:** Public Works

**Dated:** February 6, 2023

**Proposal Due Date:** March 7, 2023



COUNTY COUNCIL OF BEAUFORT COUNTY  
**PROCUREMENT SERVICES DEPARTMENT**

106 Industrial Village Road, Bldg. 2 Post Office Drawer 1228  
 Beaufort, South Carolina 29901-1228

PROPOSAL NOTICE NO. RFP 030723

CLOSING DATE AND TIME: March 7, 2023

PROPOSAL TITLE: Debris Management Contracting Services for Beaufort County

You are invited to submit a qualification statement, in accordance with the requirements of this solicitation which are contained herein.

**There will be a Pre-Proposal meeting on Teams on Tuesday February 21, 2023 at 2:00 pm. Please contact Victoria Moyer at [Victoria.Moyer@bcgov.net](mailto:Victoria.Moyer@bcgov.net) to receive your invite. All vendors are encouraged to attend.**

In order for your proposal to be considered, it must be submitted to the Procurement Services Department through Vendor Registry no later than **March 7, 2023** at which time respondents to this request will be recorded in the presence of one or more witnesses. RFP received by the Procurement Services Department after the time specified will not be considered. Due to the possibility of negotiation with all respondents, the identity of any respondents or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

The proposal statement must be signed by an official authorized to bind the Contractor, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of qualifications. **Proposals must be submitted through Vendor Registry by going to the County Website at [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov) and register as a vendor. There is no cost to register your company. This will allow you to submit your RFP electronically.**

All submittals (see [Submission Requirements](#)) received in response to this Request for Proposals will be rated by a Selection Committee, based upon the Evaluation Form contained within this RFP. If the best proposal respondent is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified firms, or to cancel in part or in its entirety this solicitation, if it is in the best interests of the County to do so.

“Original Signed”

Dave Thomas  
 Procurement Services Director  
 (843) 255-2304

## IMPORTANT ELECTRONIC SUBMITTAL INSTRUCTIONS

In order to do business with Beaufort County, vendors must register with Procurement Services through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals, and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County, go to [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov) and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

## IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Request for Proposals will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on the cover page of this RFQ document.

All responses must adhere to the following guidelines:

- Firms are encouraged to submit responses as soon as possible. Responses are received in a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason.
- **All requested information and forms MUST be uploaded as one file if possible. If necessary to have more than one upload, pricing (if applicable), and signed acknowledgements, etc. are to be in the first upload and the Pricing Information should also be in the second, with each titled accordingly. If you have a problem with your upload, you may contact Vendor Registry at 844-802-9202 or [cservice@vendorregistry.com](mailto:cservice@vendorregistry.com)**

# COUNTY COUNCIL OF BEAUFORT COUNTY

## Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County assures that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs or activities on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not. The County is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities. Beaufort County also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. Additionally, the County will take reasonable steps to provide meaningful access to services for persons with limited English proficiency. In addition, Beaufort County will not retaliate against any person who complains of discrimination or who participates in an investigation of discrimination. Beaufort County will, where necessary and appropriate, revise, update, and incorporate nondiscrimination requirements into appropriate documents, directives, and regulations.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

**In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.**

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

**Beaufort County Government**  
**Post Office Drawer 1228 O Beaufort, SC 29901-1228**  
**843-255-2304 Telephone E-mail: dthomas@bcgov.net**

## **BACKGROUND**

Beaufort County is located in the southeast region of South Carolina. The County spans approximately 923 square miles, is comprised of 7 major sea islands, and is the home of 189,000 residents.

Per the requirements by FEMA, Beaufort County shall be prepared in advance for natural disasters.

## **PROJECT PURPOSE**

Beaufort County requests PROPOSALS from all interested consulting firms, licensed in the State of South Carolina, with demonstrated experience in providing disaster debris removal, reduction, and disposal. Experience shall also include marine debris removal from waterways.

The purpose of the RFP is to determine the most qualified firm to provide contracting services in preparation for natural disasters and other debris-generating events. Upon being awarded a contract the firm shall provide services in the event of a disaster or emergency; the firm shall service the County first and respond no later than 36 hours prior to the estimated landfall, and be on-call to provide all support to ensure the safety and well-being of all residents and visitors. A primary and secondary contract shall be awarded.

## **SCOPE OF WORK**

Beaufort County Public Works- Disaster Recovery would like a qualified firm to demonstrate its ability to perform the services outlined within this document.

The firm shall provide a proposal for disaster debris removal, reduction, disposal, and other emergency cleanup services following a debris-generating event. Such events are classified as but are not limited to- tropical storm systems, tornados, windstorms, floods, fires, or other natural and man-made disasters. Debris removal work shall consist of cleaning and removing all eligible debris both on land and in waterways.

The firm shall also demonstrate the ability for staying current with all FEMA and agencies' guidelines and regulations. The firm shall demonstrate its ability to advise the County to ensure maximum financial recovery which will include pre-event coordination and ongoing assistance throughout an event. The firm shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. The Contractor is ultimately responsible for ensuring the eligibility of debris and should not rely upon debris monitor determinations. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DEBRIS MANAGEMENT site(s) or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by



the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

### **1.0, Emergency Road Clearance**

Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 2 – Hourly Labor and Equipment Price Schedule.

#### **1.1 Eligible ROW Vegetative Debris Removal**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the County ROW to a County approved DEBRIS MANAGEMENT SITE or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

For the purposes of this contract, Eligible Vegetative Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

**1.1.1** Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DEBRIS MANAGEMENT SITE or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

**1.1.2** Entry onto private property for the removal of Eligible Vegetative Debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

#### **1.2 Eligible ROW C&D or MSW Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DEBRIS MANAGEMENT SITE site or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The County would prefer than any C&D or MSW collected from the ROW be direct hauled to a final disposal facility. To the extent that the non-vegetative debris stream is deemed to be Municipal Solid Waste (MSW) by local, state, or federal regulatory agency, all pricing shall remain the same except final disposal costs.

For the purposes of this contract, Eligible C&D Debris that is piled in immediate close proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

**1.2.1** Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

**1.2.2** Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

### **1.3 Eligible Demolition, Removal and Transport of Structures**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to demolish Eligible structures on private property within the jurisdictional limits of the County. Further, Eligible debris generated from the demolition of structures, as well as Eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

**1.3.1** Removal and transportation of Eligible demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

**1.3.2** Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

**1.3.3** Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

**1.3.4** The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition of structures (such as obtaining demolition permits, etc.)

### **1.4 DEBRIS MANAGEMENT SITE(s) Management, Operations and Reduction Through Grinding**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DEBRIS MANAGEMENT Site(s) for the acceptance, management, segregation, staging and reduction through grinding of Eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DEBRIS MANAGEMENT SITE(s) layout and ingress and egress plan must be approved by the County Debris Manager.

**1.4.1** The management of DEBRIS MANAGEMENT SITE(s) includes selection of sites and assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and DHEC. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

**1.4.2** Contractor is responsible for operating the DEBRIS MANAGEMENT SITE(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and DHEC guidelines.

**1.4.3** Debris at DEBRIS MANAGEMENT SITE (s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

**1.4.4** Contractor shall obtain, install, and operate scales for weighing incoming debris. Contractor shall be required to keep maintenance and calibration records in accordance with applicable State and Federal regulatory requirements Scales shall be installed and certified within five business days of notice to proceed with ROW hauling operations. Contractor shall provide a sufficient number of scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that scales are required, additional certified scales must be operational within 5 business days of the County's request. The County may also elect to utilize cubic yard rates measured via Contractor provided debris site towers.

**1.4.5** All un-reduced storm debris must be staged separately from reduced debris at the DEBRIS MANAGEMENT SITE(s).

**1.4.6** Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT SITE (s) utilities such as, but not limited to, water, lighting and portable toilets.

**1.4.7** Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT SITE(s) traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

**1.4.8** Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT SITE(s) dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

**1.4.9** Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT SITE(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

**1.4.10** Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

**1.4.11** Contractor is responsible for providing twenty-four (24) - hour DEBRIS MANAGEMENT SITE(s) security.

a. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

b. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Supplemental Provisions, Debris Site Tower Specifications).

c. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features.

Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and DHEC.

## **1.5 DEBRIS MANAGEMENT Site(s) Management, Operations and Reduction Through Air Curtain Incinerators**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DEBRIS MANAGEMENT site(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of Eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, DHEC and any other applicable regulatory agencies as required prior to commencement of reduction activities. DEBRIS MANAGEMENT site(s) layout and ingress and egress plan must be approved by the County Debris Manager.

**1.5.1** The management of DEBRIS MANAGEMENT site(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and DHEC. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

**1.5.2** Contractor is responsible for operating the DEBRIS MANAGEMENT site (s) in accordance with OSHA, EPA and DHEC guidelines.

**1.5.3** Debris at DEBRIS MANAGEMENT site(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

**1.5.4** Contractor shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five business days of notice to proceed with ROW hauling operations. Contractor shall provide a sufficient number of scales meeting County specifications to provide for the efficient delivery

of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that scales are required, additional certified scales must be operational within 5 business days of the County's request. The County may also elect to utilize cubic yard rates measured via Contractor provided debris site towers.

**1.5.5** All un-reduced storm debris must be staged separately from reduced debris at the DEBRIS MANAGEMENT site(s).

**1.5.6** Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT site(s) utilities such as, but not limited to, water, lighting and portable toilets.

**1.5.7** Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT site(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

**1.5.8** Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT site(s) dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

**1.5.9** Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT site(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

**1.5.10** Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

**1.5.11** Contractor is responsible for providing twenty-four (24) -hour DEBRIS MANAGEMENT site(s) security and fire tender.

**1.5.12** Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

**1.5.13** Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Supplemental Provisions, Debris Site Tower Specifications).

**1.5.14** Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and DHEC.

**1.6 DEBRIS MANAGEMENT Site(s) Management, Operations and Reduction Through Controlled Open Burning**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DEBRIS MANAGEMENT site(s) for the acceptance, management, segregation, staging and reduction through controlled open air burning of Eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, DHEC and any other applicable regulatory agencies as required prior to commencement of reduction activities. DEBRIS MANAGEMENT site(s) layout and ingress and egress plan must be approved by the County Debris Manager.

**1.6.1** The management of DEBRIS MANAGEMENT site(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and DHEC. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

**1.6.2** Contractor is responsible for operating the DEBRIS MANAGEMENT site(s) in accordance with OSHA, EPA and DHEC guidelines.

**1.6.3** Debris at DEBRIS MANAGEMENT site(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

**1.6.4** Contractor shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five business days of notice to proceed with ROW hauling operations. Contractor shall provide a sufficient number of scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that scales are required, additional certified scales must be operational within 5 business days of the County's request. The County may also elect to utilize cubic yard rates measured via Contractor provided debris site towers.

**1.6.5** All un-reduced storm debris must be staged separately from reduced debris at the DEBRIS MANAGEMENT site(s).

**1.6.6** Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT site(s) utilities such as, but not limited to, water, lighting and portable toilets.

**1.6.7** Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT site(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

**1.6.8** Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT site(s) dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

**1.6.9** Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT site(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

**1.6.10** Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

**1.6.11** Contractor is responsible for providing twenty-four (24) -hour DEBRIS MANAGEMENT site(s) security and fire tender.

**1.6.12** Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

**1.6.13** Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See pages 25-26, Debris Site Tower Specifications).

**1.6.14** Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and DHEC.

### **1.7 Haul-Out of Reduced Debris to a County Designated Final Disposal Site**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced Eligible material such as ash, compacted C&D or mulch existing at a County approved DEBRIS MANAGEMENT site(s) to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.



## **1.8 Removal of Eligible Hazardous Trees and Limbs**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured four and a half feet (4.5) from the ground and Eligible hazardous limbs two (2) inches or greater in diameter at the point of breakage existing on the County ROW. Debris generated from the removal of Eligible hazardous trees and Eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured four and a half feet (4.5) from the ground (chest height), will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

**1.8.1** Eligible hazardous trees will be identified by the County's designated monitoring firm in conjunction with the County's debris removal contractor. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and Eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

**1.8.2** The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.

**1.8.3** Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.

**1.8.4** The tree has a split trunk that exposes heartwood.

**1.8.5** Eligible hazardous limbs will be identified by the County's designated monitoring firm in conjunction with the County's debris removal contractor. Removal and placement of Eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

**1.8.6** The limb is two (2) inches or greater in diameter at the point of breakage.

**1.8.7** The limb is still hanging in a tree and threatening a public-use area.

**1.8.8** The limb is located on improved public property.

## **1.9 Removal of Eligible Hazardous Stumps**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DEBRIS MANAGEMENT site or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal Eligible vegetative debris and removed in accordance with scope of services item 2. The diameter of Eligible stumps less than twenty-four

(24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope

of services item 2.

**1.9.1** Eligible hazardous stumps will be identified by the County's designated monitoring firm in conjunction with the County's debris removal contractor or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

**1.9.2** Fifty percent (50%) or more of the root ball is exposed.

**1.9.3** The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table, page 59).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

## **2.0 Eligible Household Hazardous Waste Removal, Transport, and Disposal**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of Eligible HHW.

**2.1** The removal, transportation and disposal of Eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

**2.2** All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

## **3.0 Eligible Abandoned Vehicle Removal**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vehicles in areas identified and approved by the County. The removed Eligible vehicles will be hauled to a County approved staging area and subsequently removed by the appropriate insurance company or regulatory agency.

The removal, transportation and disposal of Eligible abandoned vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

## **4.0 Eligible Abandoned Vessel Removal**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The removal, transportation and disposal of Eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

### **5.0 Eligible ROW White Goods Debris Removal**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of Eligible white goods from the ROW to a designated County approved DEBRIS MANAGEMENT site. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DEBRIS MANAGEMENT site to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of South Carolina, yet are accepted for recycling.

**5.1** The removal, transportation and recycling of Eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

**5.2** The Contractor shall recycle all Eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

### **6.0 Eligible E-waste Item Removal**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all Eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

### **7.0 Eligible Dead Animal Carcasses**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Beaufort County Dept. of Animal Services and the Beaufort County Health Dept.

### **8.0 Disposal of Eligible Vegetative Debris**

**8.1** Under this element, work shall consist of providing all necessary labor equipment, fuel, supplies, and land capacity for the sanitary disposal of Eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

**8.2** Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

**8.3** Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

**8.4** Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. Weight tickets and load tickets will be reviewed and verified by the



County's debris monitoring firm. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

**8.5** Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

## **9.0 Disposal of Eligible Construction and Demolition Debris**

**9.1** Under this element, work shall consist of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of Eligible Construction and Demolition Debris in accordance with all applicable local, state, and federal laws.

**9.2** Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

**9.3** Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

**9.4** Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

**9.5** Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

## **10.0 Disposal of Eligible Municipal Solid Waste (MSW)**

**10.1** Under this element, work shall consist of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of Eligible Municipal Solid Waste in accordance with all applicable local, state, and federal laws.

**10.2** Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

**10.3** Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

**10.4** Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

**10.5** Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

## **11.0 Cradle to Grave – ROW Vegetative Debris**

**11.1** Under this element, work shall consist of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DEBRIS MANAGEMENT operations, haul-out, and sanitary disposal of Eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 5, 8, and 17.

## **12.0 Cradle to Grave – ROW C&D Debris**

12.1 Under this element, work shall consist of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DEBRIS MANAGEMENT operations, haul-out, and sanitary disposal of Eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 5 (if required), 8 (if required), and 18.

## **13.0 Cradle to Grave – ROW MSW Debris**

13.1 Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DEBRIS MANAGEMENT operations, haul-out, and sanitary disposal of Eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 5 (if required), 8 (if required), and 19.

## **Supplemental Provisions**

### **1.0 Mobilization**

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Beaufort County Public Works Office within eight hours or immediately as conditions allow after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

### **2.0 Task Orders**

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

### **3.0 Private Work**

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

### **4.0 Designated Work Area**

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager. If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program

Eligible roadways, the Contractor will be required to provide crews separate from those providing County ROW debris removal services. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program Eligible roadways. The County Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.

### **5.0 Completeness of Debris Removal**

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

### **6.0 Storage and Disposal of Debris**

Contractor shall deliver all disaster related debris to County approved Temporary Debris Storage and Reduction (DEBRIS MANAGEMENT) sites or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DEBRIS MANAGEMENT site locations. However, at the time of contract activation, the County sites may not be available. As a result, the County may task the Contractor with identifying additional DEBRIS MANAGEMENT sites or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DEBRIS MANAGEMENT sites to their original condition prior to site use. DEBRIS MANAGEMENT site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. DEBRIS MANAGEMENT site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DEBRIS MANAGEMENT site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and DHEC.

All DEBRIS MANAGEMENT and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DEBRIS MANAGEMENT site operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DEBRIS MANAGEMENT sites, verify quantities and review operations at any time.

### **7.0 Safety**

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DEBRIS MANAGEMENT site(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to

insure safety for both workers and visitors to DEBRIS MANAGEMENT site(s) and debris collection sites. Safety at DEBRIS MANAGEMENT site(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

### **8.0 Use of Local Resources**

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

### **9.0 On-Site Project Manager**

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

### **10.0 Equipment**

**10.1** All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

**10.2** Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) -inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).

**10.3** Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DEBRIS MANAGEMENT site or a County Designated Final Disposal Site.

**10.4** Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.

**10.5** Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

**10.6** Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

**10.7** The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed

by the County.

### **11.0 Traffic Control**

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DEBRIS MANAGEMENT site(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

### **12.0 Rapid Response Crew**

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

### **13.0 Work Hours**

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

### **14.0 Liquidated Damages**

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

**14.1** The Contractor shall pay the County, as liquidated damages, \$10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.

**14.2** The Contractor shall pay the County, as liquidated damages, \$1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DEBRIS MANAGEMENT site or County Designated Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

**14.3** The Contractor shall pay the County, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).

**14.4** The Contractor shall pay the County, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

**14.5** The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

**15.0 Damages**

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

**16.0 Existing Utilities**

**16.1** Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

**16.2** The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

**17.0 Debris Site Tower Specifications**

**17.1** The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DEBRIS MANAGEMENT site is of significant distance that the representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

**17.2** The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

**17.3** Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris



Manager due to unsuitable conditions at the tower.

### **18.0 Ownership of Debris**

All debris residing in the County ROW and County provided DEBRIS MANAGEMENT site(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

### **19.0 Environmental Protection**

**19.1** Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

**19.2** The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

**19.3** The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

**19.4** The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DEBRIS MANAGEMENT site(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

### **20.0 Documentation and Measurement**

All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DEBRIS MANAGEMENT sites or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County- authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities. Throughout the debris removal process, the County or its representative may designate trucks for re- measurement in order to verify weights and volumes.

**20.1** The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.

**Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as anger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use. The County may authorize the monitoring firm to use automated debris management system (ADMS) technology to monitor and document debris removal work.**

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates. Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DEBRIS MANAGEMENT site or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.

**20.2** The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours or as conditions allow in advance of field work. Additionally, the contractor shall provide a daily dispatch to the County and monitoring firm by 5:00PM the day prior. The daily dispatch will include the trucks and crews assigned to work the next day as well as their start locations.

## **21.0 Payment**

**21.1** The County, or its authorized representative will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.

**21.2** Mileage determinations (point of collection to DEBRIS MANAGEMENT or County Designated Final Disposal Site) shall be determined by use of a widely-accepted mapping program (such as Google Maps). The County shall determine allowances for variances such as DEBRIS MANAGEMENT sites where the point of site address is a significant distance from the tower or scale house.

**21.3** Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).

**21.4** Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

**21.5** No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.



**21.6** The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

**21.7** Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received by the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.

**21.8** Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.

**21.9** Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.

**21.10** In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA or FHWA, unless the County HAS otherwise agreed to in writing.

**21.11** The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

### SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator & Fuel	Hourly Equipment Rate
Air Curtain Burner, Self-Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckle boom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	

Track Hoe – John Deere 690 or Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY	
Wheel Loader, 3.5 – 4.0 CY	
Wheel Loader, 4.5 CY	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

<b>Labor Category</b>	<b>Hourly Labor Rate</b>
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	
Laborer w/Small Tools, Traffic Control, or Flag person	
Bonded and Certified Security Personnel	
Other – Please List	

<b>Crew Category</b>	<b>Hourly Labor Rate</b>
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	
Other – Please List	

**Complete the attached Unit Rate Price Schedule (Schedule 2) and turn in with your Proposal.**

**Also see the Stump Conversion Table for your use. Figure 1.**

Schedule 2- UNIT RATE PRICE SCHEDULE		
Reference to RFP Scope of Services Items 2 through 22. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or difference services. Proposers can elect to "No Bid" individual service offerings.		
<b>2 Eligible ROW Vegetative Debris Removal</b>		<b>\$ Per Cubic- Yard</b>
Work consists of the collection and transportation of Eligible Vegetative Debris on the ROW to a County approved DEBRIS MANAGEMENT site or County Designated Final Disposal Site.		
0-14.99 miles		
15-29.99 miles		
30-44.99 miles		
45 miles or greater		
<b>3 Eligible ROW C&amp;D or MSW Debris Removal</b>		<b>\$ Per Cubic- Yard</b>
Work consists of the collection and transportation of Eligible C&D or MSW Debris on the ROW to a County approved DEBRIS MANAGEMENT site or County Designated Final Disposal Site.		
0-29.99 miles		
30-59.99 miles		
60-89.99 miles		
90-119.99 miles		
120-149.99 miles		
150-179.99 miles		
180 miles or greater		
<b>4 Eligible Demolition, Removal, and Transport of Structures</b>		<b>\$ Per Cubic- Yard</b>
Work consists of the demolition of Eligible Structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.		
0-29.99 miles		
30-59.99 miles		
60-89.99 miles		
90-119.99 miles		
120-149.99 miles		
150-179.99 miles		
180 miles or greater		
<b>5 DEBRIS MANAGEMENT Site Management and Reduction through Grinding</b>		<b>\$ Per Cubic- Yard</b>
Work consists of managing and operating DEBRIS MANAGEMENT sites and reducing Eligible disaster related debris through grinding. Contractor shall provide certified scales and/or debris site towers as requested by County.		
<b>6 DEBRIS MANAGEMENT Site Management and Reduction of Debris Through Air Curtain Incinerators</b>		<b>\$ Per Cubic- Yard</b>
Work consists of managing and operating DEBRIS MANAGEMENT sites and reducing Eligible disaster related debris through air curtain incinerators. Contractor shall provide certified scales and/or debris site towers as requested by County.		
<b>7 DEBRIS MANAGEMENT Site Management and Reduction of debris through Controlled Open Burning</b>		<b>\$ Per Cubic- Yard</b>
Work consists of managing and operating DEBRIS MANAGEMENT sites and reducing Eligible disaster related debris through controlled open burning. Contractor shall provide certified scales and/or debris site towers as requested by County.		
<b>8 Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site</b>		<b>\$ Per Cubic- Yard</b>
Work consists of loading and transporting reduced Eligible disaster related debris at a County approved DEBRIS MANAGEMENT site to a County Designated Final Disposal Site.		
0-14.99 miles		
15-29.99 miles		
30-44.99 miles		
45- 59.99 miles		
60 miles or greater		

<b>SCHEDULE 1 - UNIT RATE PRICE SCHEDULE</b>		
Reference to RFP Scope of Services Items 2 through 22. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same of different services. Proposers can elect to "No Bid" individual service offerings.		
<b>2 Eligible ROW Vegetative Debris Removal</b>		<b>\$ Per Cubic- Yard</b>
Work consists of the collection and transportation of Eligible Vegetative Debris on the ROW to a County approved DEBRIS MANAGEMENT site or County Designated Final Disposal Site.		
0-14.99 miles		
15-29.99 miles		
30-44.99 miles		
45 miles or greater		
<b>3 Eligible ROW C&amp;D or MSW Debris Removal</b>		<b>\$ Per Cubic- Yard</b>
Work consists of the collection and transportation of Eligible C&D or MSW Debris on the ROW to a County approved DEBRIS MANAGEMENT site or County Designated Final Disposal Site.		
0-29.99 miles		
30-59.99 miles		
60-89.99 miles		
90-119.99 miles		
120-149.99 miles		
150-179.99 miles		
180 miles or greater		
<b>4 Eligible Demolition, Removal, and Transport of Structures</b>		<b>\$ Per Cubic- Yard</b>
Work consists of the demolition of Eligible Structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.		
0-29.99 miles		
30-59.99 miles		
60-89.99 miles		
90-119.99 miles		
120-149.99 miles		
150-179.99 miles		
180 miles or greater		
<b>5 DEBRIS MANAGEMENT Site Management and Reduction through Grinding</b>		<b>\$ Per Cubic- Yard</b>
Work consists of managing and operating DEBRIS MANAGEMENT sites and reducing Eligible disaster related debris through grinding. Contractor shall provide certified scales and/or debris site towers as requested by County.		
<b>6 DEBRIS MANAGEMENT Site Management and Reduction of Debris Through Air Curtain Incinerators</b>		<b>\$ Per Cubic- Yard</b>
Work consists of managing and operating DEBRIS MANAGEMENT sites and reucing Eligible disaster related debris through air curtain incinerators. Contractor shall provide certified scales and/or debris site towers as requested by County.		
<b>7 DEBRIS MANAGEMENT Site Management and Reduction of debris through Controlled Open Burning</b>		<b>\$ Per Cubic- Yard</b>
Work consists of managing and operating DEBRIS MANAGEMENT sites and reducing Eligible disaster related debris through controlled open burning. Contractor shall provide certified scales and/or debris site towers as requested by County.		
<b>8 Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site</b>		<b>\$ Per Cubic- Yard</b>
Work consists of loading and transporting reduced Eligible disaster related debris at a County approved DEBRIS MANANGEMENT site to a County Designated Final Disposal Site.		
0-14.99 miles		
15-29.99 miles		
30-44.99 miles		
45- 59.99 miles		
60 miles or greater		

<b>9 Removal of Eligible Hazardous Trees and Limbs</b>	<b>\$ Per Tree</b>	
Work consists of removing Eligible hazardous trees or limbs and placing them on the safest possible location on the County ROQ for collection under the terms and conditions of Scope of Services Element 2, Eligible ROW Vegetative Debris Removal.		
6 inch to 12.99 inch diameter		
13 inch to 24.99 inch diameter		
25 inch to 36.99 inch diameter		
37 inch to 48.99 inch diameter		
49 inch to larger diameter		
Hanger Removal (per tree)		
<b>10 Removal of Eligible Hazardous Stumps</b>	<b>\$ Per Stump</b>	
Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DEBRIS MANAGEMENT site or County Designated Final Disposal Site. Contractor to backfill all stump holes.		
24 inch to 36.99 inch diameter		
37 inch to 48.99 inch diameter		
49 inch to larger diameter		
<b>11 Eligible Household Hazardous Waste Removal, Transport and Disposal</b>	<b>\$ Per LB</b>	
Work consists of the removal, transportation and disposal of Eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.		
<b>12 Eligible Abandoned Vehicle Removal</b>	<b>\$ Per Unit</b>	
Work consists of the removal of Eligible Abandoned Vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.		
<b>13 Eligible Abandoned Vessel Removal</b>	<b>\$ Per Unit</b>	
Work consists of the removal of Eligible Abandoned Vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.		
Vessels less than 22 linear feet		
Vessels 22 linear feet and greater		
<b>14 Eligible ROW White Goods Debris Removal</b>	<b>\$ Per Unit</b>	
Work consists of the removal of Eligible White Goods from the ROW to a designated County approved DEBRIS MANAGEMENT site. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area.		
Refrigerators and freezers requiring refrigerant recovery and decontamination		
Washers, dryers, stoves, ovens, AC units, and hot water heaters		
<b>15 Eligible Ewaste Item Removal</b>	<b>\$ Per Unit</b>	
Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.		
<b>16 Eligible Dead Animal Carcasses</b>	<b>\$ Per Pound</b>	
Work consists of the recovery and disposal of dead animal carcasses.		
<b>17 Disposal of Eligible Vegetative Debris</b>		<b>\$ Per Cubic - Yard</b>
Work consists of the sanitary disposal of Eligible Vegetative Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.		
<b>18 Disposal of Eligible Construction and Demolition Debris</b>		<b>\$ Per Cubic- Yard</b>
Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.		
<b>19 Disposal of Eligible Municipal Solid Waste</b>		<b>\$ Per Cubic- Yard</b>
Work consists of the sanitary disposal of Eligible Municipal Solid Waste in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.		

<b>20 Cradle to Grave: ROW Vegetative Debris</b>		<b>\$ Per Cubic- Yard</b>
Work consists of ROW collection, transportation, reduction via grinding, DEBRIS MANAGEMENT operations, haul-out, and final disposal into a licenced, permitted disposal facilitiy in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.		
<b>21 Cradle to Grave: ROW C&amp;D Debris</b>		<b>\$ Per Cubic- Yard</b>
Work consists of ROW collection, compaction, transportation, DEBRIS MANAGEMENT operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state and federal law. All final disposal facilities shall be approved by the County Debris Manager.		
<b>22 Cradle to Grave: ROW MSW Debris</b>		<b>\$ Per Cubic- Yard</b>
Work consists of ROW collection, compaction, transportation, DEBRIS MANAGEMENT operations (if required), , and final disposal into a licensed, permitted disposal facility in accordance with local, state and federal law. All final disposal facilities shall be approved by the County Debris Manager.		



**Stump Conversion Table  
Diameter to Volume Capacity**

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31”

Stump Diameter (inches)	Debris Volume (Cubic Yards)	Stump Diameter (inches)	Debris Volume (cubic yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

## PROPOSAL SUBMISSION INSTRUCTIONS

Electronically submit your file, to the Procurement Director by using the Vendor Registry process through our County Website at [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov). The file must contain the Vendors name:

- a. **Proposal Submittal Contents (items #1-#4 on page 31).**
  - b. **Schedule 1 Hourly Rate and Labor Price Schedule**
  - c. **Schedule 2 Unit Rate Price Schedule**
  - d. **Exhibits A & B**
2. The Statement of Award will be posted on Vendor Registry.
3. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
4. Questions
- a. Submit questions you have, at least ten (10) calendar days prior to proposal closing date to Vendor Registry
  - b. Answers to questions received that would change and/or clarify this solicitation will be provided be posted on Vendor Registry as addendum.
  - c. Selection Committee members SHALL NOT be contacted during the RFQ process.
5. In order to do business with the Beaufort County, vendors must register with Purchasing through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals, and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County, go to [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov) and go to the Procurement Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

## PROPOSAL SUBMITTAL CONTENTS

To achieve a uniform review process and allow for adequate comparability, the information is to be organized in the manner specified below and the entire package must not exceed 15 double-sided printed pages excluding Exhibit A and B, cover pages and tabs.

1. **Executive Summary**: Objectives of the project, scope of work, and related issues which must be addressed throughout the development stages of the planning.
2. **Work Plan and Scheduling** – A summary of tasks to be performed from the evaluation of data through County approval of the final plan. Include a timeline of key milestone dates to include overall durations for each major task.
3. **Experience and Qualifications**: Experience and qualifications of the team members, with an emphasis on similar types of projects completed within the last five (5) years. Provide an organization chart including sub-consultants and contractors.
4. **List any exceptions, qualifications, or exclusions to this RFP:**

**ALL OTHER PAGES SHALL REMAIN PART OF THE RFQ  
BY REFERENCE AND IT IS NOT NECESSARY TO RETURN THESE ITEMS.**

**Reserved Rights**

The County shall not be responsible for any of the costs associated with responding to this request and all submitted materials shall become the property of the County. Furthermore, the County expressly reserves the right and options to:

- Reject any or all contractors and re-advertise if deemed necessary
  - Waive any or all formalities and technicalities
  - Approve, disapprove, or cancel all services associated with the project

The County has yet to decide whether to select one or more other firms to provide some or all of the professional services described in this document. All selected firms will perform such services under the direct supervision of the Beaufort County Engineer.

**Selection & Notification**

The selected firms will be given written notification of being selected by the County. This work may be awarded in whole or in part at the sole discretion of the County. The County will negotiate and execute a contract with the selected firm(s) prior to the beginning of the actual services. Should contract negotiations fail, the County will negotiate with one or the other highly ranked firms. In general, the contract will comply with applicable laws and standard provisions and shall contain the following terms:

- Detailed scope of services
- Schedule for providing services
- Cost of services

## BEAUFORT COUNTY STANDARD CLAUSES

### CONTRACTUAL REQUIREMENTS

- 1.0 EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- 2.0 S.C. LAW CLAUSE: Upon award of a contract under this Request for QUALIFICATIONS, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed Request for QUALIFICATIONS the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 3.0 OFFEROR'S QUALIFICATIONS: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this Request for QUALIFICATIONS. The Procurement Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 4.0 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Request for QUALIFICATIONS. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint themselves with existing conditions shall in no way relieve him of any obligation with respect to this Request for QUALIFICATIONS or to the contract.
- 5.0 AFFIRMATIVE ACTION: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 6.0 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFQ. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.

- 7.0 SUBCONTRACTING: If any part of the work covered by this RFQ is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 9.0 PERFORMANCE AND PAYMENT BONDS: (*NOT Required for Professional Services*) The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of Request for QUALIFICATIONS, Performance and Payment Bonds. Contractor shall provide and pay the cost of a both bonds. The Bonds shall be in the amount of one hundred percent (100%) the contract, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
- 10.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.
- 11.0 BUSINESS LICENSE In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov) or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.
- 12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
- 13.0 INSURANCE REQUIREMENTS: Prior to commencing work/delivery hereunder, Contractor/Vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Procurement Director and with a special notation  naming Beaufort County as an additional insured on the liability coverage . Minimum coverage shall be as follows:
- a. Commercial General Liability Insurance – Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: \$1,000,000 Each Occurrence/

\$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate naming Beaufort County as an additional insured.

- b. Comprehensive Automobile Liability Insurance (if going on-site at any time) - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$500,000 COMBINED SINGLE LIMIT.
- c. ADDITIONAL INSURANCE REQUIREMENT: Umbrella Liability Insurance – Contractor shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000
- d. Professional Liability (Errors & Omissions) – The vendor shall maintain a limit no less than \$1,000,000 per occurrence.

The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

The information described above sets forth-minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

#### 14.0 INDEMNITY:

The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

#### 15.0 TERMINATION FOR DEFAULT:

15.1 The performance of Work under the Agreement may be terminated by the Procurement Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Procurement shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

15.2 The Procurement Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

#### 16.0 TERMINATION FOR CONVENIENCE: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination.

Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

- 17.0 TERMINATION FOR NON-APPROPRIATIONS: Funds for this contract are payable from State and/or Federal and/or Beaufort County appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to Beaufort County.



## SPECIAL INSTRUCTIONS

- 1.0 INTENT TO PERFORM: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Procurement Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFQ to a single source. Such notification must be submitted in writing and must be received by the Procurement Department not later than ten (10) days prior to the Request for QUALIFICATIONS opening date. A review of such notifications will be made.
- 2.0 RECEIPT OF REQUEST FOR QUALIFICATIONS: Request for QUALIFICATIONS, amendments thereto, or withdrawal requests received after the time advertised for Request for QUALIFICATIONS opening will be void, regardless of when they were mailed.
- 3.0 PREPARATION OF REQUEST FOR QUALIFICATIONS
- 3.1 All Requests for QUALIFICATIONS should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's Request for QUALIFICATIONS, or if the Request for QUALIFICATIONS fails to conform to the essential requirements of the RFQ, the County and the County alone will be the judge as to whether that variance is significant enough to reject the Request for QUALIFICATIONS.
- 3.2 Request for QUALIFICATIONS should be prepared simply and economically, providing a straightforward, concise description of offerors capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content.
- 3.3 Each copy of the Request for QUALIFICATIONS should be bound in a single volume where practical. All documentation submitted with the Request for QUALIFICATIONS should be bound in that single volume.
- 3.4 If your Request for QUALIFICATIONS includes any comment over and above the specific information requested in our Request for Request for QUALIFICATIONS (RFQ), you are to include this information as a separate appendix to your Request for QUALIFICATIONS.
- 4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFQ, an amendment will be provided to all offerors who received the original Request for Request for QUALIFICATIONS. The County shall not be legally bound by an amendment or interpretation that is not in writing.
- 5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Procurement Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
- 6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their Request for QUALIFICATIONS to the County, after the Request for QUALIFICATIONS opening. Discussions may be conducted with responsible offerors, who submit Request for QUALIFICATIONS determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of Request for QUALIFICATIONS, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

- (A) Determine in greater detail such offeror's QUALIFICATIONS.
  - (B) Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
  - (C) Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
  - (D) Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.
- 7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 AWARD: Contractors shall be selected based on their qualifications and experience, with fees determined through negotiations following selection. however, the right is reserved to reject any and all Request for QUALIFICATIONS received, and in all cases the County will be the sole judge as to whether an offeror's Request for QUALIFICATIONS has or has not satisfactorily met the requirements of this RFQ.
- 9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFQ, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. **All offerors, therefore, must visibly mark as "Confidential" each part of their Request for QUALIFICATIONS, which they consider containing proprietary information.**
- 10.0 DEVIATIONS: Any deviations from the requirements of this RFQ must be listed separately and identified as such in the table of contents.
- 11.0 ALTERNATES: Innovative alternative Request for QUALIFICATIONS is encouraged, provided however, that they are clearly identified as such and all deviations from the primary Request for QUALIFICATIONS are listed.

- 12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or Request for QUALIFICATIONS therefore.
- 13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.
- 14.0 PROTEST PROCEDURES
- 14.1 Right to Protest: Any actual or prospective bidder, offeror, or contractor, who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Procurement Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
- 14.2 Authority to Resolve Protest: The Procurement Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.
- 14.3 Decision: If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision, in writing within ten (10) days. The decision shall,
- (A) State the reasons for the action taken; and
  - (B) Inform the protestant of its right to administrative review as provided in this Section.
- 14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- 14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or
- (A) Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
  - (B) Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

**EXHIBIT A****Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency.

It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, QUALIFICATIONS, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

**State whether your company has been involved in any litigation within the past five (5) years, arising out of your performance.**

**Circle Yes or No.**

**if you answer yes, explain fully if it has been involved in any litigation involving performance.**

**EXHIBIT B**

**CERTIFICATION BY CONTRACTOR**

Regarding

**NON-SEGREGATED FACILITIES**

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, ad housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, based on color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding **\$10,000.00** which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Date

**EXHIBIT C**

**EVALUATION FORM**

DATE: \_\_\_\_\_

RFP#: **030723**

TITLE: Debris Management Contracting Services

OFFEROR: \_\_\_\_\_

		POINT RANGE	POINTS ASSIGNED
1.0	Demonstrated understanding of the needs presented by the proposal.	0-10 Points	
2.0	Soundness of contractor's approach to the needs presented by the project, including contractor's methodology for achieving specific tasks and objectives.	0-20 Points	
3.0	Experience and capacity of offeror, including recent and related experience.	0-20 Points	
4.0	Qualifications of project personnel and contractor's ability to commit a capable staff and support for a project of this size and under the time constraints as listed in the RFP.	0-20 Points	
5.0	Cost effectiveness and reasonableness of contractor's proposed fee.	0-30 Points	
		Total Points	

Debris Management Contracting Services											
RFP 030723											
Summary Score Sheet											
Evaluators	Name of Company	Name of Company	Name of Company	Name of Company	Name of Company	Name of Company	Name of Company				
	Ceres Environmental	Crowder Gulf	SDR	DRC Emergency Services	TRF Enterprises	CTC					
Cobb	89	87	87	81	86	65					
Hoffman	92	79	88	83	80	79					
Miller	90	82	66	68	78	60					
Desai	73	62	66	60	53	56					
Wilhelm	94	89	88	85	78	76					
TOTALS:	438	399	395	377	375	336					
1. Ceres Environmental	438										
2. Crowder Gulf	399										
3. SDR	395										

<b>Debris Management Contracting Services</b>		
<b>RFP 030723</b>		
<b>Summary Score Sheet</b>		
<b>Evaluators</b>	<b>Name of Company</b>	<b>Name of Company</b>
	Crowder Gulf	SDR
Cobb	88	85
Hoffman	100	63
Miller	92	69
Desai	68	62
Wilhelm	91	83
<b>TOTALS:</b>	<b>439</b>	<b>362</b>
2. Crowder Gulf	439	
3. SDR	362	





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation to award RFP 030823 Debris Management Monitoring Services to Tetra Tech.
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – June 26 <sup>th</sup> , 2023 @ 3pm
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator – Infrastructure (5 min)
<b>ITEM BACKGROUND:</b>
RFP 030823 was advertised for 30 days and had a deadline of March 8 <sup>th</sup> , 2023 Pre-proposal meeting with potential vendors took place on February 22 <sup>nd</sup> , 2023 at 2 pm.
<b>PROJECT / ITEM NARRATIVE:</b>
Debris Management Monitoring Services RFP 030823 for resulting from an emergency event that may require debris monitoring services of the debris contractor.
<b>FISCAL IMPACT:</b>
The fiscal impact can not be determined as there may or may not be a need for the services each year. If the contract is activated, at a minimum would cost \$2 million. Account to be utilized would be the reserve fund for emergency events
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
To award Tetra Tech RFP 030823 for Debris Management Monitoring Services.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Approve/deny recommendation for award to Tetra Tech for Debris Management Monitoring Services RFP # 030823.  <b><i>Next Step: Move forward to County Council to approve/deny the award for Tetra Tech for RFP # 030823.</i></b>



**REQUEST FOR PROPOSALS**  
**DEBRIS MANAGEMENT MONITORING SERVICES**  
**FOR BEAUFORT COUNTY**

**RFP # 030823**



**Prepared by:** Procurement Services

**Dated:** February 6, 2023

**Proposal Due Date:** March 8, 2023



COUNTY COUNCIL OF BEAUFORT COUNTY  
**PROCUREMENT SERVICES DEPARTMENT**

106 Industrial Village Road, Bldg. 2 Post Office Drawer 1228  
 Beaufort, South Carolina 29901-1228

PROPOSAL NOTICE NO. **RFP 030823**

CLOSING DATE AND TIME: **March 8, 2023 at 3:00pm**

PROPOSAL TITLE: **Debris Management Monitoring Services for Beaufort County**

You are invited to submit a proposal, in accordance with the requirements of this solicitation which are contained herein.

In order for your proposal to be considered, it must be submitted to the Procurement Services Department no later than **3:00pm on March 8, 2023**, at which time respondents to this request will be recorded in the presence of one or more witnesses. RFP received by the Procurement Services Department after the time specified will not be considered. Due to the possibility of negotiation with all respondents, the identity of any respondents or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

There will be a Pre-Proposal meeting held virtually on **February 22, 2023 at 2:00pm**. Email [victoria.moyer@bcgov.net](mailto:victoria.moyer@bcgov.net) to receive your meeting invite.

The proposal must be signed by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of proposal. **Proposal must be submitted through Vendor Registry by going to the County Website at [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov) and register as a vendor. There is no cost to register you company. This will allow you to submit your RFP electronically.**

All submittals (see Submission Requirements) received in response to this Request for Proposal will be rated by a Selection Committee, based upon the Evaluation Form contained within this RFP. If the best proposal respondent is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified firms, or to cancel in part or in its entirety this solicitation, if it is in the best interests of the County to do so.

“Original Signed”

Dave Thomas  
 Procurement Services Director  
 (843) 255-2304

## IMPORTANT ELECTRONIC SUBMITTAL INSTRUCTIONS

In order to do business with the Beaufort County, vendors must register with Procurement Services through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals, and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County, go to [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov) and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

## IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on the cover page of this RFP document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason.
- **All requested information and forms MUST be uploaded as one file if possible. If it is necessary to have more than one upload, pricing, and signed acknowledgements, etc. are to be in the first upload and the Pricing Information should also be in the second, with each titled accordingly. If you have a problem with your upload, you may contact Vendor Registry at 844-802-9202 or [cservice@vendorregistry.com](mailto:cservice@vendorregistry.com)**

# COUNTY COUNCIL OF BEAUFORT COUNTY

## Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as "Beaufort County" or "the County", to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County assures that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs or activities on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not. The County is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities. Beaufort County also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. Additionally, the County will take reasonable steps to provide meaningful access to services for persons with limited English proficiency. In addition, Beaufort County will not retaliate against any person who complains of discrimination or who participates in an investigation of discrimination. Beaufort County will, where necessary and appropriate, revise, update, and incorporate nondiscrimination requirements into appropriate documents, directives, and regulations.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

**In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.**

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

**Beaufort County Government**  
**Post Office Drawer 1228 O Beaufort, SC 29901-1228**  
**843-255-2304 Telephone E-mail: dthomas@bcgov.net**

## **BACKGROUND**

Beaufort County is located in the southeast region of South Carolina. The County spans approximately 923 square miles, is comprised of 7 major sea islands, and is the home of 189,000 residents. Per the requirements by FEMA, Beaufort County shall be prepared in advance for natural disasters.

## **PROJECT PURPOSE**

Beaufort County requests PROPOSALS from all interested consulting firms, licensed in the State of South Carolina, with demonstrated experience in providing disaster debris removal, reduction, and disposal monitoring services. Experience shall also include marine debris removal monitoring from waterways. The purpose of the RFP is to determine the most qualified firm to provide monitoring services in preparation for natural disasters and other debris-generating events. Upon being awarded a contract the firm shall provide monitoring services in the event of a disaster or emergency; the firm shall service the County first and respond no later than 36 hours prior to the estimated landfall and be on-call to provide all support to ensure the safety and well-being of all residents and visitors.

## **SCOPE OF WORK**

### **Disaster Debris Monitoring Services**

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas, waterways, and other public, eligible, or designated areas. Services may include but are not limited to:

- a. Coordinating daily briefings, work progress, staffing and other key items with the County.
- b. Scheduling work for all team members and contractors on a daily basis.
- c. Hiring, training, scheduling, and managing field staff.
- d. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
- e. Assisting the County with responding to public concerns and comments.
- f. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- g. Entering load tickets into a database application.
- h. Digitizing of source documentation (such as load tickets).
- i. Furnishing and operating an automated/electronic (paperless) debris tracking system.
- j. Developing daily operational reports to keep the County informed of work progress.
- k. Development of maps, GIS applications, etc. as necessary.
- l. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission of the County for processing.
- m. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.

### **Emergency Management Planning, Training, and Staff/Equipment Augmentation**

As directed by the County Debris Manager the Consultant shall provide:

- a. Development of a debris management plan- including identification of an adequate number of debris site locations. Staff training as necessary.
- b. Procurement assistance for debris removal contractors and associated services.
- c. Hazard mitigation plan and programs.
- d. Other emergency management plans and documents as directed by the County.
- e. Staff and equipment to support the County in various functional areas as required following an emergency event.
- f. Other consulting serves as requested by the County.

**Grant Management Consulting Services**

As directed by the County, the consultant shall provide:

- a. Identification of eligible emergency and permanent work (Category A-G);
- b. Damage Assessment
- c. Assistance in attaining Immediate Needs Funding;
- d. Prioritization of recovery workload;
- e. Loss measurement and categorization;
- f. Insurance evaluation, documentation adjusting and settlement services;
- g. Project Worksheet formulation, generation and review.
- h. FEMA, FHWA, HMGP, CDBG, NRCS and additional reimbursement support;
- i. Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- j. Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- k. Appeal services and negotiations;
- l. Reconstruction and long-term infrastructure planning; and
- m. Final review of all emergency and permanent work performed.



## PROPOSAL SUBMISSION INSTRUCTIONS

1. Electronically submit files to the Procurement Services Director by using the Vendor Registry process through our County Website at [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov). Files must contain the Vendors name:
  - a. **Proposal Submittal Contents (items #1-#4 on page 7)**
  - b. **Fee Schedule**
  - c. **Exhibits A&B**
2. Offeror (s) will be emailed a copy of the Statement of Award.
3. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
4. Questions
  - a. Submit questions you have, at least ten (10) calendar days prior to proposal closing date to Vendor Registry
  - b. Answers to questions received that would change and/or clarify this solicitation will be provided be posted on Vendor Registry as addendum.
  - c. Selection Committee members SHALL NOT be contacted during the RFP process.
5. In order to do business with the Beaufort County, vendors must register with Procurement Services through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals, and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County, go to [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov) and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

## PROPOSAL SUBMITTAL CONTENTS

To achieve a uniform review process and allow for adequate comparability, the information is to be organized in the manner specified below and the entire package must not exceed 15 double-sided printed pages excluding Exhibit A and B, cover pages and tabs.

1. **Executive Summary**: Objectives of the project, scope of work, and related issues which must be addressed throughout development stages of the planning.
2. **Work Plan and Scheduling** – A summary of tasks to be performed from evaluation of data through installation of equipment. Include a timeline of key milestone dates to include overall durations for each major task.
3. **Experience and Qualifications**: Experience and qualifications of the team members, with an emphasis on similar type projects completed within the last five (5) years. Provide an organizational chart including sub-consultants and contractors.
4. **List any exceptions, qualifications, or exclusions to this RFP**

**ALL OTHER PAGES SHALL REMAIN PART OF THE RFP**

**BY REFERENCE AND IT IS NOT NECESSARY TO RETURN THESE ITEMS.**

**Reserved Rights**

The County shall not be responsible for any of the costs associated with responding to this request and all submitted materials shall become the property of the County. Furthermore, the County expressly reserves the right and options to:

- Reject any or all proposals and re-advertise if deemed necessary
- Waive any or all formalities and technicalities
- Approve, disapprove, or cancel all services associated with the project

The County has yet to decide whether to select one or more firms to provide some or all of the services described in this document. All selected firms will perform such services under the direct supervision of the Beaufort County Engineer.

**Selection & Notification**

The selected firms will be given written notification of being selected by the County. This work may be awarded in whole or in part at the sole discretion of the County. The County will negotiate and execute a contract with the selected firm(s) prior to the beginning of the actual services. Should contract negotiations fail, the County will negotiate with the next highest ranked firm. In general, the contract will comply with applicable laws and standard provisions and shall contain the following terms:

- Detailed scope of services
- Schedule for providing services
- Cost of services

## TYPES OF SERVICES REQUIRED:

Disaster Recovery- Monitoring of storm debris removal, debris management, debris site management, debris disposal and marine debris removal and disposal. Other services include reporting requirements and a pre-season kickoff meeting.

## PROCEDURES FOR SELECTION OF CONSULTANT

### 2-1. GENERAL

Qualifications-based procedures require that a contract for services be awarded pursuant to a fair and open selection process based on the qualifications of the firms. The fees for such services are established following selection of a firm through a negotiation process to determine a fair and reasonable price.

### 2-2. OBJECTIVE

Vendors employed for work on projects shall be responsible and possess the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as integrity, record of past performance, extent of experience with the type of services required by the sponsor, technical resources, and accessibility to other necessary resources.

### 2-3. QUALIFICATIONS-BASED SELECTION PROCEDURES. Offeror shall be selected based on their qualifications and experience, with fees determined through negotiations following selection. **The highest ranked offerors shall be selected, and price proposals shall be negotiated with one or more of the firms identified through the qualifications-based selection procedure.**

### 2-4. SELECTION CRITERIA. Criteria include, but are not limited to, the following:

- a. Demonstrated understanding of the needs presented by the proposal.
- b. Soundness of consultant's approach to the needs presented by the project, including consultants' methodology for achieving specific tasks and objectives.
- c. Experience and capacity of offeror, including recent and related experience.
- d. Qualifications of project personnel and consultant's ability to commit a capable staff and support for a project of this size and under the time constraints as listed in the RFP.
- e. Reasonableness of Consultant's fee in relation to the Scope

## BEAUFORT COUNTY STANDARD CLAUSES

### CONTRACTUAL REQUIREMENTS

- 1.0 EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- 2.0 S.C. LAW CLAUSE: Upon award of a contract under this Request for PROPOSALS, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed Request for PROPOSALS the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 3.0 OFFEROR'S PROPOSALS: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this Request for PROPOSALS. The Procurement Services Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 4.0 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Request for PROPOSALS. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint themselves with existing conditions shall in no way relieve him of any obligation with respect to this Request for PROPOSALS or to the contract.
- 5.0 AFFIRMATIVE ACTION: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 6.0 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.

- 7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 9.0 PERFORMANCE AND PAYMENT BONDS: (*NOT Required for Professional Services*) The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of Request for PROPOSALS, Performance and Payment Bonds. Contractor shall provide and pay the cost of a both bonds. The Bonds shall be in the amount of one hundred percent (100%) the contract, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
- 10.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.
- 11.0 BUSINESS LICENSE In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov) or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.
- 12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
- 13.0 INSURANCE REQUIREMENTS: Prior to commencing work/delivery hereunder, Contractor/Vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Procurement Services Director and with a special notation naming Beaufort County as an additional insured on the liability coverage. Minimum coverage shall be as follows:
- (A) Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.

- (B) Commercial General Liability Insurance – Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: \$1,000,000 Each Occurrence/ \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate naming Beaufort County as an additional insured.
- (C) Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$500,000 COMBINED SINGLE LIMIT.
- (D) ADDITIONAL INSURANCE REQUIREMENT: Umbrella Liability Insurance – Contractor shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000
- (E) Professional Liability (Errors & Omissions) – The vendor shall maintain a limit no less than \$1,000,000 per occurrence.
- (F) The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
- (G) The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
- (H) The information described above sets forth-minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor’s liability.

#### 14.0 INDEMNITY:

The Contractor/ Vendor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney’s fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

#### 15.0 TERMINATION FOR DEFAULT:

- 15.1 The performance of Work under the Agreement may be terminated by the Procurement Services Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Procurement Services shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
- 15.2 The Procurement Services Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

- 16.0 TERMINATION FOR CONVENIENCE: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.
- 17.0 TERMINATION FOR NON-APPROPRIATIONS: Funds for this contract are payable from State and/or Federal and/or Beaufort County appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to Beaufort County.

### SPECIAL INSTRUCTIONS

- 1.0 INTENT TO PERFORM: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Procurement Services Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Procurement Services Department not later than ten (10) days prior to the Request for PROPOSALS opening date. A review of such notifications will be made.
- 2.0 RECEIPT OF REQUEST FOR PROPOSALS: Request for Proposals, amendments thereto, or withdrawal requests received after the time advertised for Request for Proposals opening will be void.
- 3.0 PREPARATION OF REQUEST FOR PROPOSALS
- 3.1 All Requests for PROPOSALS should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's Request for PROPOSALS, or if the Request for PROPOSALS fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the Request for PROPOSALS.
- 3.2 Request for PROPOSALS should be prepared simply and economically, providing a straightforward, concise description of offerors capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- 3.3 Request for PROPOSALS should be in a single document where practical. All documentation submitted with the Request for PROPOSALS should be included in that single document.
- 3.4 If your Request for PROPOSALS includes any comment over and above the specific information requested in our Request for Request for PROPOSALS (RFP), you are to include this information as a separate appendix to your Request for PROPOSALS.



- 4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Request for PROPOSALS. The County shall not be legally bound by an amendment or interpretation that is not in writing.
- 5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Procurement Services Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
- 6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their Request for PROPOSALS to the County, after the Request for PROPOSALS opening. Discussions may be conducted with responsible offerors, who submit Request for PROPOSALS determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.
- Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of Request for PROPOSALS, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:
- (A) Determine in greater detail such offeror's PROPOSALS.
  - (B) Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
  - (C) Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
  - (D) Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.
- 7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose Request for PROPOSALS is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all Request for PROPOSALS received, and in all cases the County will be the sole judge as to whether an offeror's Request for PROPOSALS has or has not satisfactorily met the requirements of this RFP.
- 9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained

in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. **All offerors, therefore, must visibly mark as “Confidential” each part of their Request for PROPOSALS, which they consider containing proprietary information.**

- 10.0 **DEVIATIONS**: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.
- 11.0 **ALTERNATES**: Innovative alternative Request for PROPOSALS is encouraged, provided however, that they are clearly identified as such and all deviations from the primary Request for PROPOSALS are listed.
- 12.0 **GRATUITIES**: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or Request for PROPOSALS therefore.
- 13.0 **KICKBACKS**: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.
- 14.0 **PROTEST PROCEDURES**
- 14.1 **Right to Protest**: Any actual or prospective bidder, offeror, or contractor, who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Procurement Services Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
- 14.2 **Authority to Resolve Protest**: The Procurement Services Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.
- 14.3 **Decision**: If the protest is not resolved by mutual agreement, the Procurement Services Director shall issue a decision, in writing within ten (10) days. The decision shall,
- (A) State the reasons for the action taken; and
- (B) Inform the protestant of its right to administrative review as provided in this Section.
- 14.4 **Notice of Decision**: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

- (A) Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
- (B) Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

**EXHIBIT A****Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion**

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency.

It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

**State whether your company has been involved in any litigation within the past five (5) years, arising out of your performance.**

**Circle Yes or No.**

**If you answer yes, explain fully if it has been involved in any litigation involving performance.**

**EXHIBIT B**

**CERTIFICATION BY CONTRACTOR**

Regarding

**NON-SEGREGATED FACILITIES**

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, ad housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, based on color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding **\$10,000.00** which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Date

**EXHIBIT C**

**EVALUATION FORM**

DATE: \_\_\_\_\_

RFP#: \_\_\_\_\_ TITLE: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_

OFFEROR: \_\_\_\_\_

Proposals will be judged on the final criteria:

		POINT RANGE	POINTS ASSIGNED
1.0	Demonstrated understanding of the needs presented by the proposal.	0-25 Points	
2.0	Soundness of consultant’s approach to the needs presented by the project, including consultant’s methodology for achieving specific tasks and objectives.	0-20 Points	
3.0	Experience and capacity of consultant, including recent and related experience.	0-20 Points	
4.0	Qualifications of project personnel and consultant’s ability to commit a capable staff and support for a project of this size and under the time constraints as listed in the RFP.	0-20 Points	
5.0	Consultant’s reasonableness of fee in relation to the scope	0-15 Points	
		Total Points	

Debris Management Monitoring Services					
RFP 030823					
Summary Score Sheet					
Evaluators	Name of Company	Name of Company	Name of Company	Name of Company	Name of Company
	<u>Debris Tech</u>	<u>Rostan Solutions</u>	<u>Tetra Tech</u>	<u>Thompson Consulting</u>	<u>Witt O'Briens</u>
Christmas	65	75	80	75	80
Cobb	75	95	95	97	81
Desai	50	64	76	71	56
Hoffman	86	85	97	92	80
Wilhelm	86	81	97	93	83
<b>TOTALS:</b>	<b>362</b>	<b>400</b>	<b>445</b>	<b>428</b>	<b>380</b>
1. Tetra Tech	445				
2. Thompson Consulting	428				
3. Rostan Solutions	400				



## BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation of award for RFP 050923 Disposal and Recycling Services for Construction and Demolition Debris and Bulky Waste for Beaufort County (\$250,000)
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee - June 26 <sup>th</sup> , 2023
<b>PRESENTER INFORMATION:</b>
Jared Fralix, P.E. - ACA Infrastructure Neil Desai, P.E. – Public Works Director Time needed = 5 minutes
<b>ITEM BACKGROUND:</b>
RFP 050923 was advertised on Vendor Registry April 9th, 2023 and in the SC Business Opportunity Magazine and the Island Packet. The bid closed on May 9th, 2023. A selection committee received one proposal for review. The selected company will provide disposal services for construction and demolition and bulky waste services for residential waste brought to Beaufort County Convenience Centers.
<b>PROJECT / ITEM NARRATIVE:</b>
The selection committee rated each proposal based on the ability of the vendor to provide disposal services for Beaufort County. The services provided would cover the solid waste disposal fees of all residential disposal and recycling of construction and demolition debris and bulky waste brought to Beaufort County Convenience centers. The award will include an initial contract term for 3 years from July 1, 2023, to June 30, 2026, with the option for two additional annual renewals. The quantity estimated is 9,400 tons.
<b>FISCAL IMPACT:</b>
This is a unit rate contract- \$26.08 per ton. The estimated cost for the contract is \$250,000 and has been budgeted for FY24. The current funding account is 50100011-51166.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends the award for RFP 050923 to Waste Management.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve /deny the recommendation of award for RFP 050923 to Waste Management. <i>(Next Step – Forward action to County Council for approval.)</i>

Estimated quantities, estimated x # tons at this amount.



# REQUEST FOR PROPOSALS

## DISPOSAL & RECYCLING SERVICES FOR CONSTRUCTION & DEMOLITION (C&D) DEBRIS & BULKY WASTE

RFP # 050923



**Prepared by:** Procurement Services

**Dated:** March 31, 2023

**Proposal Due Date:** May 9, 2023, 2023, 3:00PM (EST)



COUNTY COUNCIL OF BEAUFORT COUNTY  
**PROCUREMENT SERVICES DEPARTMENT**

106 Industrial Village Road, Bldg. 2 Post Office Drawer 1228  
 Beaufort, South Carolina 29901-1228

PROPOSAL NOTICE NO.           **RFP# 050923**  
 CLOSING DATE AND TIME:       **May 9, 2023, 3:00PM (EST)**  
 PROPOSAL TITLE:               **Disposal & Recycling Services for Construction & Demolition Debris**

You are invited to submit a proposal, in accordance with the requirements of this solicitation which are contained herein.

There will be a **non-mandatory** Pre-Proposal meeting held virtually on **TUESDAY, April 11, 2023, at 2:00PM (EST)**. Please contact Victoria Moyer at [victoria.moyer@bcgov.net](mailto:victoria.moyer@bcgov.net). **All vendors are encouraged to attend.**

In order for your proposal to be considered, it must be submitted to the Procurement Services Department no later than **May 9, 2023 at 3:00PM (EST)**, at which time respondents to this request will be recorded in the presence of one or more witnesses. RFP received by the Procurement Services Department after the time specified will not be considered. Due to the possibility of negotiation with all respondents, the identity of any respondents or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

The proposal must be signed by an official authorized to bind the Consultant, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of proposal. **Proposal must be submitted through Vendor Registry by going to the County Website at [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov) and register as a vendor. There is no cost to register you company. This will allow you to submit your RFP electronically.**

All submittals (see Submission Requirements) received in response to this Request for Proposal will be rated by a Selection Committee, based upon the Evaluation Form contained within this RFP. If the best proposal respondent is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified firms, or to cancel in part or in its entirety this solicitation, if it is in the best interests of the County to do so.

“Original Signed”

Dave Thomas  
 Procurement Services Director  
 (843) 255-2304

## IMPORTANT ELECTRONIC SUBMITTAL INSTRUCTIONS

In order to do business with the Beaufort County, vendors must register with Procurement Services through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals, and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County, go to [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov) and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

## IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on the cover page of this RFP document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason.
- **All requested information and forms MUST be uploaded as one file if possible. If necessary to have more than one upload, pricing, and signed acknowledgements, etc. are to be in the first upload and the Pricing Information should be in the second, with each titled accordingly. If you have a problem with your upload, you may contact Vendor Registry at 844-802-9202 or [cservice@vendorregistry.com](mailto:cservice@vendorregistry.com)**

# COUNTY COUNCIL OF BEAUFORT COUNTY

## Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County assures that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs or activities on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not. The County is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities. Beaufort County also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. Additionally, the County will take reasonable steps to provide meaningful access to services for persons with limited English proficiency. In addition, Beaufort County will not retaliate against any person who complains of discrimination or who participates in an investigation of discrimination. Beaufort County will, where necessary and appropriate, revise, update, and incorporate nondiscrimination requirements into appropriate documents, directives, and regulations.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

**In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.**

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

**Beaufort County Government**  
**Post Office Drawer 1228 · Beaufort, SC 29901-1228**  
**843-255-2304 Telephone · E-mail: dthomas@bcgov.net**

**PROJECT PURPOSE**

Beaufort County requests proposals from all interested firms, licensed in the State of South Carolina, experienced in the diversion, recycling and disposal of C&D and bulky waste.

**BACKGROUND**

Beaufort County residents deposit C&D at the nine County Collection Centers, and other bulky material at four of the Collection Centers. The waste collected at the County Collection Centers is placed in compactors with receivers or open top roll off containers. The waste is hauled by a contractor to designated disposal facilities. The collection and hauling of this material is not to be considered in this proposal.

In Fiscal Year 2022 the estimated quantity of materials received are as follows:

C&D Debris	9,000 tons
Bulky Waste	400 tons
<b>Total solid waste</b>	<b>9,400 tons</b>

**\*The County makes no guarantees or representations that the current annual tonnages will continue into the future.**

Three municipalities- City of Beaufort, Town of Bluffton and Town of Port Royal have contract services that provide residences with curbside solid waste collection. In addition, residents with large quantities of C&D debris and/or bulky waste are permitted to take material directly to the landfill or Collection Center. Beaufort County is seeking a contractor to accept C&D and bulky materials and manage it in a sustainable manner. Preference will be given to efforts of recycling such materials, when feasible. The proposer shall be responsible for the disposal of any non-recyclable material in a designated and permitted landfill.

**SCOPE OF WORK**

Beaufort County is seeking to partner with a firm that is experienced in accepting and disposing of bulky waste/C&D material and managing it in a sustainable manner. The Offeror shall be responsible but not limited to the following:

- Residential bulky items,
- Construction and demolition (C&D) debris,
- Waste from residents with large quantities of C&D debris delivered directly to the landfill or recycling facility for disposal/processing,
- All work shall conform to all local, State and Federal regulations.

**\*NOTE: AWARD IS CONTINGENT UPON COUNTY COUNCIL APPROVAL OF FY24 APPROPRIATIONS\***

## PROPOSAL SUBMISSION INSTRUCTIONS

1. Electronically submit two separate files, to the Procurement Services Director by using the Vendor Registry process through our County Website at [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov). Both files must contain the Vendors name:
  - a. **Proposal Submittal Contents (items #1-#5 on page 6).**
  - b. **Exhibits A, B & D**
2. Statement of Award will be posted on Vendor Registry.
3. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
4. Questions
  - a. Submit questions you have, at least ten (10) calendar days prior to proposal closing date to Vendor Registry
  - b. Answers to questions received that would change and/or clarify this solicitation will be provided be posted on Vendor Registry as addendum.
  - c. Selection Committee members SHALL NOT be contacted during the RFP process.
5. In order to do business with the Beaufort County, vendors must register with Procurement Services through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals, and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County, go to [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov) and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

## PROPOSAL SUBMITTAL CONTENTS

To achieve a uniform review process and allow for adequate comparability, the information is to be organized in the manner specified below and the entire package must not exceed 15 double-sided printed pages excluding Exhibit A and B, cover pages and tabs.

1. **Executive Summary:** Describe plan to provide requested infrastructure and plan of operations. Provide a summary of the proposed process. Describe the steps needed to develop a successful program.
2. **Work Plan and Scheduling** – A summary of tasks to be performed from evaluation of data through County approval of the final plan. Include a timeline of key milestone dates to include overall durations for each major task.
3. **Experience and Qualifications:** Describe the experience and qualifications of the team members. Provide a list of similar type projects completed within the last five (5) years, including contact information. Provide an organizational chart including sub-consultants and contractors. Provide a list of current contracts and manpower/equipment requirements to fulfill existing contractual requirements.
4. **List any exceptions, qualifications, or exclusions to this RFP:**
5. **Pricing information:** Complete the attached form in Exhibit D.

**ALL OTHER PAGES SHALL REMAIN PART OF THE RFP**

**BY REFERENCE AND IT IS NOT NECESSARY TO RETURN THESE ITEMS.**

**Reserved Rights**

The County shall not be responsible for any of the costs associated with responding to this request and all submitted materials shall become the property of the County. Furthermore, the County expressly reserves the right and options to:

- Reject any or all proposals and re-advertise if deemed necessary.
- Waive any or all formalities and technicalities.
- Approve, disapprove, or cancel all services associated with the project.

The County has yet to decide whether to select one or more other firms to provide some or all of the professional services described in this document. All selected firms will perform such services under the direct supervision of the Beaufort County Public Works Director.

**Selection & Notification**

The selected firm(s) will be given written notification of being selected by the County. This work may be awarded in whole or in part at the sole discretion of the County. The County will negotiate and execute a contract with the selected firm(s) prior to the beginning of the actual services. Should contract negotiations fail, the County will negotiate with one or the other highly ranked firms. In general, the contract will comply with applicable laws and standard provisions and shall contain the following terms:

- Detailed scope of services.
- Schedule for providing services.
- Cost of services.



# **Beaufort County Standards for Contracting**

## **CHAPTER 1. TYPES OF SERVICES**

- 1-1. Services

## **CHAPTER 2. PROCEDURES FOR SELECTION OF FIRM**

- 2-1. General
- 2-2. Objective
- 2-3. Qualifications-Based Selection Procedures
- 2-4. Selection Criteria

## **CHAPTER 3. CONTRACT FORMAT AND PROVISIONS**

- 3-1. Mandatory Contract Provisions

## **CHAPTER 4. BEAUFORT COUNTY STANDARD CLAUSES**

- 5-1. Contract Requirements
- 5-2. Special Instructions

## CHAPTER 1. TYPES OF SERVICES REQUIRED:

Beaufort County is seeking proposals to perform the following services:

- Residential bulky items
- Construction and demolition (C&D) debris
- Waste from residents with large quantities of C&D debris delivered directly to the landfill or recycling facility for disposal/processing
- All work shall conform to all local, State and Federal regulations.

## CHAPTER 2. PROCEDURES FOR SELECTION OF FIRM

### 2-1. GENERAL

Qualifications-based procedures require that a contract for recyclables processing and marketing services be awarded pursuant to a fair and open selection process based on the qualifications of the firms.

### 2-2. OBJECTIVE

Firms employed for work on projects shall be responsible and possess the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as integrity, record of past performance, extent of experience with the type of services required by the sponsor, technical resources, and accessibility to other necessary resources.

### 2-3. QUALIFICATIONS-BASED SELECTION PROCEDURES. Firms shall be selected based on their qualifications and experience, with fees determined through negotiations following selection.

### 2-4. SELECTION CRITERIA. Criteria include, but are not limited to, the following:

- a) Pricing structure of services and reasonableness of the proposed fees.
- b) Proposed disposal/recycling operations and work plan developed to meet the scope of services.
- c) Capability to provide services.
- d) Quality and breadth of experience with similar operations.

## CHAPTER 3. CONTRACT FORMAT AND PROVISIONS

### 3-1. MANDATORY CONTRACT PROVISIONS. All contracts involving State or Federal funds must contain the applicable procurement standards in 49 CFR 18.36. Listed below are those provisions which pertain to consultant contracts:

- a. Contracts shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for sanctions and penalties as may be appropriate.
- b. Contracts over \$10,000 shall contain suitable provisions for termination by the sponsor, including how it will be affected and the basis for settlement. In addition, contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the

- control of the consultant.
- c. All negotiated contracts shall include provisions to the effect that sponsors, the Federal Department of Transportation, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of consultants which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. Sponsors shall require consultants to maintain all required records for 3 years after the sponsor makes final payment and all other pending matters are closed.
  - d. In addition to the requirements contained in 49 CFR Section 23, Participation by Minority Business Enterprises in Department of Transportation Programs, and AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, current edition, the Title VI, and Disadvantaged Business Enterprise Assurances in Appendix 1 shall be included in each contract.

## CHAPTER 4. BEAUFORT COUNTY STANDARD CLAUSES

### CONTRACTUAL REQUIREMENTS

- 1.0 EXCUSABLE DELAY: The Firm shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Firm. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Firm. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Firm and the subcontractor, and without the fault or negligence of either of them, the Firm shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Firm to meet the required delivery schedule.
- 2.0 S.C. LAW CLAUSE: Upon award of a contract under this Request for PROPOSALS, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed Request for PROPOSALS the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 3.0 OFFEROR'S PROPOSALS: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this Request for PROPOSALS. The Procurement Services Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 4.0 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Request

for PROPOSALS. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint themselves with existing conditions shall in no way relieve him of any obligation with respect to this Request for PROPOSALS or to the contract.

- 5.0 AFFIRMATIVE ACTION: The Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 6.0 PRIME OFFEROR RESPONSIBILITIES: The Offeror will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Offeror to be the sole point of contact with regard to contractual matters.
- 7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Offeror shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 9.0 PERFORMANCE AND PAYMENT BONDS: (*NOT Required for Professional Services*) The successful Firm shall furnish, within ten (10) days after written notice of acceptance of Request for PROPOSALS, Performance and Payment Bonds. The Firm shall provide and pay the cost of a both bonds. The Bonds shall be in the amount of one hundred percent (100%) the contract, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
- 10.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.
- 11.0 BUSINESS LICENSE In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at [www.beaufortcountysc.gov](http://www.beaufortcountysc.gov) or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.

- 12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
- 13.0 INSURANCE REQUIREMENTS: Prior to commencing work/delivery hereunder, Offeror/Vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Procurement Services Director and with a special notation naming Beaufort County as an additional insured on the liability coverage. Minimum coverage shall be as follows:
- (A) Worker's Compensation Insurance – The Firm shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
  - (B) Commercial General Liability Insurance – The Firm shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: \$1,000,000 Each Occurrence/ \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate naming Beaufort County as an additional insured.
  - (C) Comprehensive Automobile Liability Insurance - The Firm shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$500,000 COMBINED SINGLE LIMIT.
  - (D) ADDITIONAL INSURANCE REQUIREMENT: Umbrella Liability Insurance – The Firm shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000
  - (E) Professional Liability (Errors & Omissions) (Professional Services Only) – The Firm shall maintain a limit no less than \$1,000,000 per occurrence.
  - (F) Pollution Coverage – Vendor shall maintain a limit no less than \$1,000,000
  - (F) The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
  - (G) The Firm/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
  - (H) The information described above sets forth-minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

14.0 INDEMNITY:

The Firm hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants,

employees or others, or because of or due to the mere existence of the Agreement between the parties.

15.0 TERMINATION FOR DEFAULT:

15.1 The performance of Work under the Agreement may be terminated by the Procurement Services Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Procurement Services shall determine that the Firm has failed to meet the performance requirements of this Agreement.

15.2 The Procurement Services Director has the right to terminate for default, if the Firm fails to make delivery of the supplies or perform the Work, or if the Firm fails to perform the Work within the time specified in the Agreement, or if the Firm fails to perform any other provisions of the Agreement.

16.0 TERMINATION FOR CONVENIENCE: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, and adjustment shall be made to the Firm, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

17.0 TERMINATION FOR NON-APPROPRIATIONS: Funds for this contract are payable from State and/or Federal and/or Beaufort County appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to Beaufort County.

## SPECIAL INSTRUCTIONS

- 1.0 INTENT TO PERFORM: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Procurement Services Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Procurement Services Department not later than ten (10) days prior to the Request for PROPOSALS opening date. A review of such notifications will be made.
- 2.0 RECEIPT OF REQUEST FOR PROPOSALS: Request for Proposals, amendments thereto, or withdrawal requests received after the time advertised for Request for Proposals opening will be void, regardless of when they were mailed.
- 3.0 PREPARATION OF REQUEST FOR PROPOSALS
  - 3.1 All Requests for PROPOSALS should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's Request for PROPOSALS, or if the Request for PROPOSALS fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the Request for PROPOSALS.
  - 3.2 Request for PROPOSALS should be prepared simply and economically, providing a straightforward, concise description of offerors capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
  - 3.3 Each copy of the Request for PROPOSALS should be bound in a single volume where practical. All documentation submitted with the Request for PROPOSALS should be bound in that single volume.
  - 3.4 If your Request for PROPOSALS includes any comment over and above the specific information requested in our Request for Request for PROPOSALS (RFP), you are to include this information as a separate appendix to your Request for PROPOSALS.
- 4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Request for PROPOSALS. The County shall not be legally bound by an amendment or interpretation that is not in writing.
- 5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Procurement Services Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
- 6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their Request for PROPOSALS to the County, after the Request for PROPOSALS opening. Discussions may be conducted with responsible offerors, who submit Request for PROPOSALS determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.



Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of Request for PROPOSALS, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

- (A) Determine in greater detail such offeror's PROPOSALS.
- (B) Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
- (C) Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
- (D) Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.

- 7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose Request for PROPOSALS is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all Request for PROPOSALS received, and in all cases the County will be the sole judge as to whether an offeror's Request for PROPOSALS has or has not satisfactorily met the requirements of this RFP.
- 9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. **All offerors, therefore, must visibly mark as "Confidential" each part of their Request for PROPOSALS, which they consider containing proprietary information.**
- 10.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.
- 11.0 ALTERNATES: Innovative alternative Request for PROPOSALS is encouraged, provided however, that they are clearly identified as such and all deviations from the primary Request for PROPOSALS are listed.



- 12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or Request for PROPOSALS therefore.
- 13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.
- 14.0 PROTEST PROCEDURES
- 14.1 Right to Protest: Any actual or prospective bidder, offeror, or contractor, who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Procurement Services Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
- 14.2 Authority to Resolve Protest: The Procurement Services Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.
- 14.3 Decision: If the protest is not resolved by mutual agreement, the Procurement Services Director shall issue a decision, in writing within ten (10) days. The decision shall,
- (A) State the reasons for the action taken; and
  - (B) Inform the protestant of its right to administrative review as provided in this Section.
- 14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- 14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or
- (A) Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
  - (B) Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

**EXHIBIT A****Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion**

The Offeror certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency.

It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

**State whether your company has been involved in any litigation within the past five (5) years, arising out of your performance.**

**Circle Yes or No.**

**If you answer yes, explain fully if it has been involved in any litigation involving performance.**

**EXHIBIT B**

**CERTIFICATION BY OFFEROR**

Regarding

**NON-SEGREGATED FACILITIES**

The Offeror certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, based on color, creed, national origin, and race. The Offeror agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding **\$10,000.00** which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

\_\_\_\_\_  
Offeror

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Date

**EXHIBIT C**

**EVALUATION FORM**

DATE: \_\_\_\_\_

RFP#: **050923**

TITLE: **Disposal & Recycling Services for C&D & bulky waste**

OFFEROR: \_\_\_\_\_

		POINT RANGE	POINTS ASSIGNED
1.0	Pricing structure of services and reasonableness of the proposed fees.	0-25 Points	
2.0	Proposed disposal/recycling operations and work plan developed to meet the scope of services.	0-25 Points	
3.0	Capability to provide services.	0-25 Points	
4.0	Quality and breadth of experience with similar operations.	0-25 Points	
		TOTAL	

**EXHIBIT D**  
**Pricing Sheet**

<b>Beaufort County C&amp;D and Bulky Waste Disposal Pricing</b>	
<b>Service</b>	<b>Cost per ton</b>
Disposal-landfill	
Bulky waste	
C&D	
Recycling	
Bulky waste	
C&D	



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Approval of Contract Award to C.E. Bourne & Co., Inc. for Construction Services to renovate the interior and install a new HVAC system in the MC Riley Pool in Bluffton.
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee on June 26, 2023
<b>PRESENTER INFORMATION:</b>
Eric Larson, CIP Director (5 Minutes)
<b>ITEM BACKGROUND:</b>
On June 14, 2023 a proposal was received by the Capital Projects Department for the construction of Phase II renovations at MC Riley Pool. C.E. Bourne & Co., Inc., in partnership with Tremco Incorporated, submitted a bid of \$1,950,200.00. The proposal and contract utilizes the statewide cooperative contracting mechanism Omnia.
<b>PROJECT / ITEM NARRATIVE:</b>
Parks and Recreation wishes to replace the HVAC system and construct interior renovations of the MC Riley Pool. This includes enclosing the pool with unmovable panels and create a climate-controlled environment to maximize the efficiency of the new HVAC system.
<b>FISCAL IMPACT:</b>
Funding comes from 10401600-54436, Parks and Recreation. Engineer's estimate was \$1,916,369.20. The total funds requested is the bid amount plus a 10% contingency (\$1,950,200 + \$195,000.00 = \$2,145,200.00)
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the contract award to C.E. Bourne & Co., Inc. and Tremco Incorporated
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve, or deny, the contract award to C.E. Bourne & Co., Inc., via Tremco Incorporated using the Omnia Cooperative contract program in the total amount of \$1,950,200 plus \$195,000.00 contingency for the construction of the MC Riley Pool Phase II renovations.  Move forward to Council for approval.



# C.E. Bourne & Co., Inc.

P.O. BOX 614, GREENWOOD, SC 29648  
PHONE (864) 223-0188  
FAX (864) 223-6516

June 14, 2023

Mr. Eric Larson  
Beaufort County  
100 Ribaut Road  
Beaufort, SC 29902

Re: MC Riley Pool Renovations Bluffton, SC

Mr. Larson,

We are pleased to quote the above referenced project per RMF Engineering. Our price covers all of the divisions listed and includes OMNIA fees, all material, labor, insurance, landfill costs, and proper supervision to successfully complete this job per the following scope of work.

### Divisions Included

- Division 1      General Requirements
- Division 2      Demolition & Site Work
- Division 3      Concrete
- Division 4      Masonry
- Division 5      Structural Misc. Steel
- Division 6      Carpentry
- Division 7      Thermal & Moisture Protection
- Division 8      Doors & Windows
- Division 9      Finishes
- Division 10     Specialties
- Division 15.2   Plumbing
- Division 15.3   HVAC
- Division 16     Electrical

Total Cost: \$1,950,200.00

Please advise, so we can proceed with obtaining job/work order from OMNIA.

If you have any questions or concerns, please give me a call at (864) 910-1361. Thank you for the opportunity to quote this project.

Sincerely,  
C.E. Bourne & Co., Inc.

*Ted S. Bourne*

Ted S. Bourne







# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Approval of Contract Award to Beaufort Construction of SC, LLC for Construction Services to construct a warehouse expansion of the Voters Registration Building on 15 John Galt Road.
<b>MEETING NAME AND DATE:</b>
Public Facilities & Safety Committee on June 26, 2023
<b>PRESENTER INFORMATION:</b>
Eric W. Larson, CIP Director (5 Minutes)
<b>ITEM BACKGROUND:</b>
On May 23, 2023 bids were received by the Purchasing Services for the construction of the warehouse expansion at Voters Registration. Only one qualified bid was received with Beaufort Construction of SC, LLC in the amount of at \$358,000.00
<b>PROJECT / ITEM NARRATIVE:</b>
The staff of Voters Registration desire to expand the warehouse on the rear of the building to accommodate storage of voting machines and provide space for both set up and maintenance. The scope involves an 1,800 sq. ft. addition and relocation of the loading dock and associated site work.
<b>FISCAL IMPACT:</b>
Funding comes from the CIP Fund in the amount of \$529,527. The total funds requested is the bid amount plus a 10% contingency (\$358,000.00 + \$35,800.00 = \$393,800.00)
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the contract award to Beaufort Construction of SC, LLC
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve, or deny, the contract award to Beaufort Construction of SC, LLC in the total amount of \$358,000.00 plus \$35,800.00 contingency for the construction of the warehouse expansion.  Move forward to Council for approval.

# PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 7.



<b>Project Name:</b>	Voters Registration Building Addition
<b>Project Number:</b>	IFB 052323
<b>Project Budget:</b>	
<b>Bid Opening Date:</b>	23-May-23
<b>Time:</b>	3:00:00 PM
<b>Location:</b>	Beaufort County
<b>Bid Administrator:</b>	Dave Thomas
<b>Bid Recorder:</b>	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDE NDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Beaufort Construction of SC	X	X	X	X	X	X	\$ 358,000.00

*Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.*

\_\_\_\_\_  
Bid Administrator Signature

*Victoria Moyer*  
\_\_\_\_\_  
Bid Recorder



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Approval of Contract Award to LGC Global Facility Management for the Janitorial Services for Beaufort County RFP 040623 (\$809,356.96)
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee on June 26,2023
<b>PRESENTER INFORMATION:</b>
Eric Larson, Director, CIP 10 minutes
<b>ITEM BACKGROUND:</b>
Beaufort County issued a Request for Proposal (RFP) to vendors capable of providing janitorial services for Beaufort County. The intent of the RFP is to select the most qualified responsive/responsible vendor whose schedule of service, support, and price is in the best interest of Beaufort County. The scope of services will require the selected contractor to provide a complete and efficient janitorial service including all reasonable and necessary labor, supervision, equipment, licenses, insurance, and supplies to keep the contracted areas clean and properly supplied.
<b>PROJECT / ITEM NARRATIVE:</b>
On April 6, 2023, Beaufort County received six responses to the RFP. The evaluation committee evaluated all responses based on the selection criteria and interviewed the following vendors: LGC Global Facility Management, US&S Facility Services and On Point Cleaning. After the review of the "Best and Final Offer" LGC Global Facility Management was the number one ranked vendor to provide janitorial services for Beaufort County.
<b>FISCAL IMPACT:</b>
Funding comes from Facility Management Repairs to Buildings account 10001310-51130. The balance for this account is \$2,000,000.00
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the contract award to LGC Global Facility Management.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve, or deny, the contract award to LGC Global Facility Management for the amount of \$809,356.96. Move forward to Council for approval.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation of award for IFB #051223 HVAC Replacement at the Beaufort County Courthouse. (\$1,484,536.00)
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee-June 26, 2023
<b>PRESENTER INFORMATION:</b>
Eric Larson, CIP Director 5 minutes
<b>ITEM BACKGROUND:</b>
The project consists of replacing the existing HVAC and energy management system at the Beaufort County Courthouse. Scope of work to include replacement of (3) packaged rooftop units, 80-ton air-cooled chiller and pumps, and indoor air handling units.
<b>PROJECT / ITEM NARRATIVE:</b>
A solicitation was published for the HVAC Replacement at the Courthouse. Two bids were received; <ul style="list-style-type: none"><li>1. Coastal Air Technologies \$1,484,536.00</li><li>2. Triad Mechanical Contractors \$1,599,235.00</li></ul> The most qualified and responsive bid is Coastal Air Technologies.
<b>FISCAL IMPACT:</b>
Coastal Air Technologies' bid of \$1,484,536.00 with a 5% contingency (\$74,226.80) for a total of \$1,558,762.80. The funding source for this project is account number 40110011-54422. This account has a balance of \$2,964,020.87.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends the award of IFB #051223 HVAC Replacement at the Beaufort County Courthouse to Coastal Air Technologies (\$1,484,536.00)
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny recommendation of award of IFB #051223 HVAC Replacement at the Beaufort County Courthouse to Coastal Air Technologies (\$1,484,536.00)  Move forward to Council for approval.

**PRELIMINARY BID TABULATION**  
PURCHASING DEPARTMENT

Item 9.



<b>Project Name:</b>	Beaufort County Courthouse HVAC Replacement
<b>Project Number:</b>	IFB 051223
<b>Project Budget:</b>	
<b>Bid Opening Date:</b>	25-May-23
<b>Time:</b>	3:00:00 PM
<b>Location:</b>	Beaufort County
<b>Bid Administrator:</b>	Dave Thomas
<b>Bid Recorder:</b>	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDE NDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Coastal Air Technologies	X	X	X	X	X	X	\$ 1,484,536.00
Triad Mechanical Contractors	X	X	X	X	X	X	\$ 1,599,235.00
<p><i>Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.</i></p>							

*David L. Thomas*  
Bid Administrator Signature

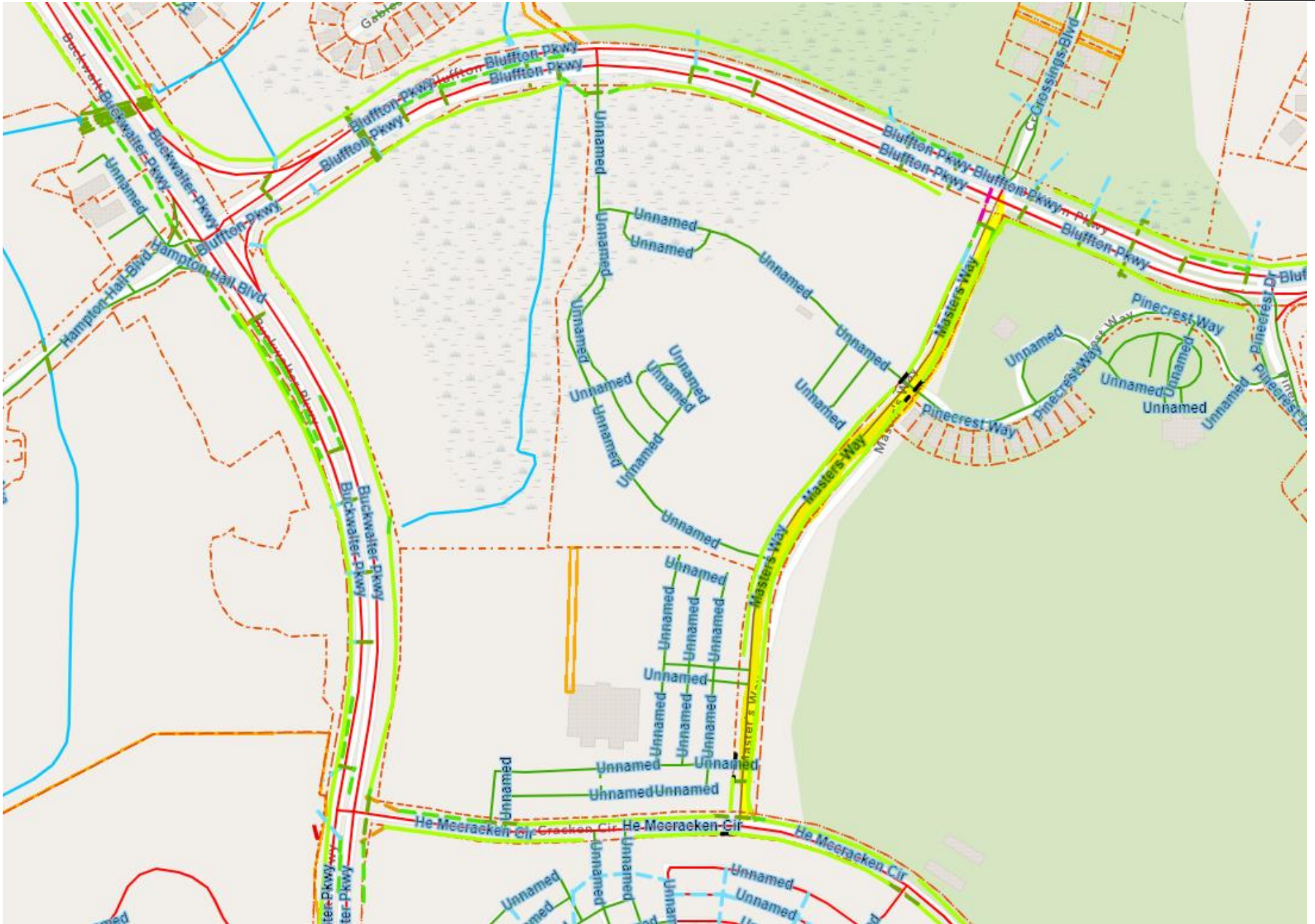
*Victoria Moyer*  
Bid Recorder



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<i>Request for Private Road Acceptance of Master's Way</i>
<b>MEETING NAME AND DATE:</b>
Public Facilities & Safety Committee Meeting June 26, 2023
<b>PRESENTER INFORMATION:</b>
Jared Fralix, P.E., Assistant County Administrator, Infrastructure Neil Desai, P.E. Public Works Director (5 Minutes)
<b>ITEM BACKGROUND:</b>
Policy Statements 15 and 17 and the County's posted Road Acceptance Procedures outline the process for private road acceptance into County Road Inventory.
<b>PROJECT / ITEM NARRATIVE:</b>
Master's Way is a paved road (~0.4 Mile) that was never officially accepted by Beaufort County once developed and ultimately ended up as an unclassified road in the forfeited land trust. Hilton Head Christian Academy needed to acquire Master's Way so their new school could be developed which included paying for the installation of a signal at the intersection of Master's Way and Bluffton Parkway. Master's Way is essentially a public road that services the public schools in council district 7. Neil Desai, the Public Works Director, has determined that the road is in decent shape, but anticipates rehabilitation/reworking in the next 3-5 years.
<b>FISCAL IMPACT:</b>
<i>Funded by Public Works Roads and Drainage South and/or C funds for future road work estimated at \$100,000.</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Road Acceptance procedures outlined in Policy Statements 15 and 17 and the County's posted Road Acceptance Procedures have been met to either accept or deny Master's Way into the County Road Inventory.
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>Motion to accept/deny Master's Way into County Road Inventory in accordance with Policy Statements 15 &amp; 17 and County's posted Road Acceptance Procedures.</i> <i>A Majority Vote for Acceptance by Committee would move item forward to final acceptance by full County Council vote.</i>





Date

Beaufort County Right of Way Manager  
2266 Boundary Street  
Beaufort, SC 29902

Subject: Road Acceptance Letter

Dear Sir/Madam:

As the representative and point of contact for the property owners for Eagle Land Holding Company LLC, located in the Town of Bluffton, Beaufort County, it is requested that the County accept the right of way for this road as determined and include Master's Way in the County's maintenance inventory. My contact information is:

Name: Eagle Land Holding Company, LLC

Address c/o Hilton Head Christian Academy

Attn:

14 Masters Way 3088 Bluffton Plwy

City, State, Zip Code Bluffton, South Carolina 29910

Phone Number: 843-681-2878

Email Address: [dlanghaisehhca.org](mailto:dlanghaisehhca.org)

Signature: 



BEAUFORT COUNTY, SOUTH CAROLINA  
ROAD ACCEPTANCE APPLICATION

TO: Patty Wilson  
Right of Way Manager  
Beaufort County

FROM: Property Owner(s) of Masters Way (name of Private Road or Subdivision containing private road(s), Beaufort, SC

DATE: 4/17/23

We, the undersigned property owners with land adjoining the above referenced street/road, do hereby petition Beaufort County to accept this private road into the County Road System for scheduled maintenance and repair. We have read Beaufort County Policy Statements 15 and 17 and understand that:

1. This application will be presented to Beaufort County Council and if it is accepted we will be required to grant the County a 50' wide right-of-way, including the existing roadway **and** whatever additional land is required to assemble a 50' right-of-way, and existing or proposed drainage easements necessary for adequate drainage. By signing below, we hereby agree to do so.
2. By signing this petition, we are giving employees of Beaufort County permission to enter our property for the purpose of surveying the new right-of-way and any existing or proposed drainage easements.
3. One Hundred Percent (100%) of the owners of property which adjoins the right-of-way must sign this application in order for it to be presented to the Public Facilities Committee and County Council for consideration.
4. We understand that the road will be designated for public use.

Lowcountry Community Church of Beaufort County, Inc.

Name (Print)  
JASON BEST / Jason Best

Name (Signature)  
[Signature]

801 Buckwalter Parkway  
Address  
Bluffton, SC 29910  
City, State, Zip Code  
843-836-1101  
Day Time Phone Number/Email Address  
Portion of Buckwalter Tract  
Lot or Parcel Number

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Day Time Phone Number/ Email Address

\_\_\_\_\_  
Lot or Parcel Number

Hilton Head Chrisitan Academy

Name (Print)  
Doree LANEHAUS / Doree Lanehaus

Name (Signature)  
[Signature]

11 Masters Way  
Address  
Bluffton, SC 29910  
City, State, Zip Code  
843-681-2878  
Day Time Phone Number/Email Address  
Portion of Buckwalter Tract  
Lot or Parcel Number

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Day Time Phone Number/Email Address

\_\_\_\_\_  
Lot or Parcel Number

NOTE: Please return this application to:  
Right of Way Manager  
2266 Boundary Street  
Beaufort SC 29902

**From:** [Desai, Neil](#)  
**To:** [Wilson, Patricia](#)  
**Cc:** [Bauer, Bryan](#)  
**Subject:** RE: Master's Way  
**Date:** Tuesday, May 23, 2023 12:35:57 PM  
**Attachments:** [image002.jpg](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

Patty,

I inspected Master's Way this morning. Road is in decent shape. The entrance near Bluffton Parkway is showing some fatigue/cracks. This could be due to the road being a patch work of turn lanes. It will need some sort of rehabilitation/reworking in next 3 to 5 years. That could be asphalt rejuvenator, thin lift or micro surfacing. This aligns with Bryan's assessment (below) from his inspection last week.

Neil,

*I reviewed Masters Way last week and it appears to be in fairly good shape. I would think, if anything, it would be a candidate for microsurfacing or thin lift at some point in the next few years. I came up with an estimate of about 6,600 SY. A very conservative budget estimate would be about \$100,000. This price should include the mobilization, micro, crack seal, striping, and patching.*

Thanks,

**BRYAN BAUER, PE**  
Transportation Construction Manager  
843-255-2706 | Office  
843-441-9151 | Cell  
[www.beaufortcountysc.gov](http://www.beaufortcountysc.gov)



Lastly, I am in agreement with his estimate for the proposed work.

Thanks,

Neil J. Desai, P.E.  
Beaufort County  
Public Works Director



---

**From:** Wilson, Patricia <pwilson@bcgov.net>  
**Sent:** Tuesday, May 23, 2023 6:59 AM  
**To:** Desai, Neil <nilesh.desai@bcgov.net>  
**Cc:** Bauer, Bryan <frederick.bauer@bcgov.net>  
**Subject:** RE: Master's Way

Good Morning Neil,  
Any updates on Master's Way. I need to submit an agenda item before I go on vacation. Thanks!

*Respectfully,*

*Patty Wilson*

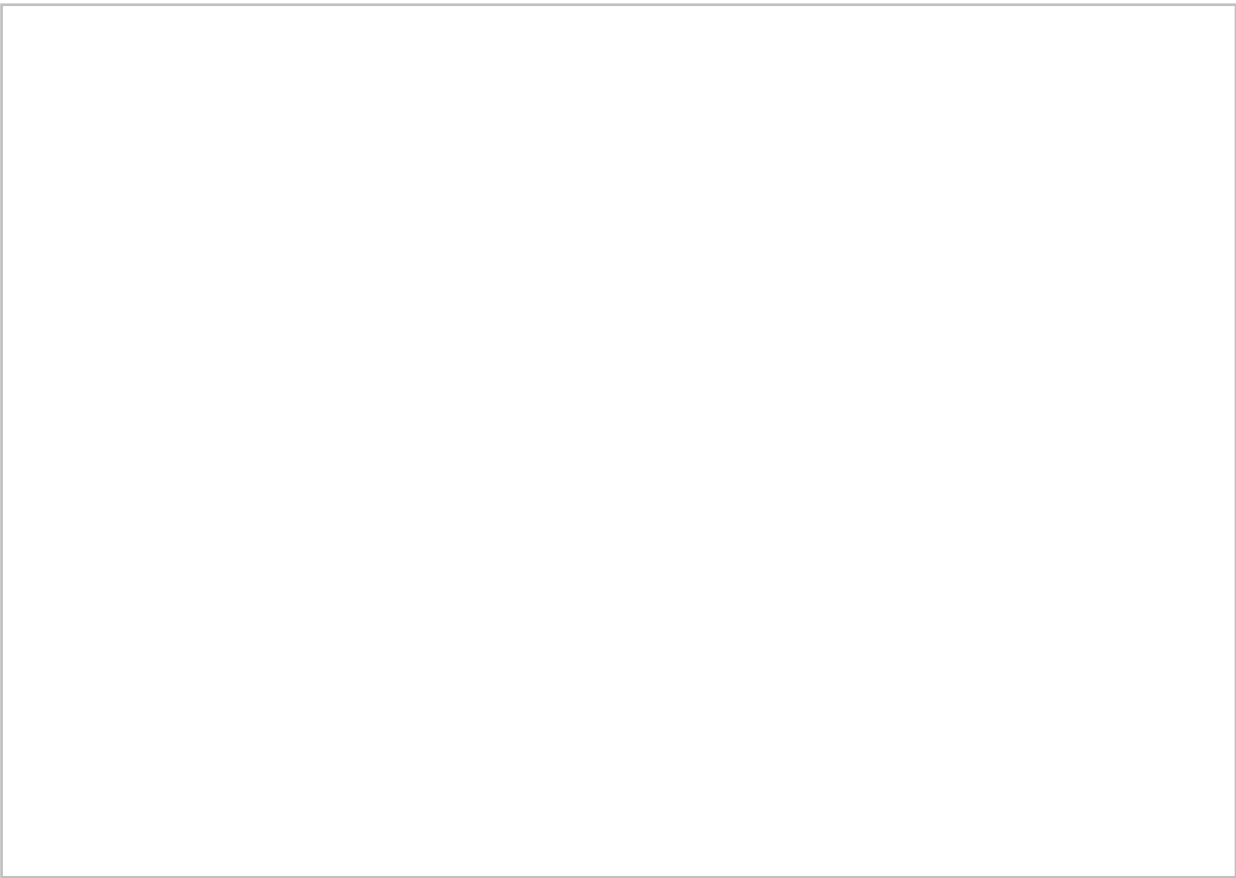
Right of Way Manager  
Beaufort County  
104 Industrial Village Rd, Bldg 3  
Beaufort, SC 29902

843-255-2694 WK  
843-812-1144 Cell  
[pwilson@bcgov.net](mailto:pwilson@bcgov.net)

---

**From:** Wilson, Patricia  
**Sent:** Thursday, May 18, 2023 11:41 AM  
**To:** Desai, Neil <[nilesh.desai@bcgov.net](mailto:nilesh.desai@bcgov.net)>  
**Subject:** Master's Way

Hello Neil,  
Jared has requested that I put Master's Way on PFSC for June. I believe the road is in good condition but I need a maintenance cost estimate to include on the agenda item. Please call me and we can discuss. Thanks!



*Respectfully,*

*Patty Wilson*  
Right of Way Manager  
Beaufort County  
104 Industrial Village Rd, Bldg 3  
Beaufort, SC 29902

843-255-2694 WK  
843-812-1144 Cell  
[pwilson@bcgov.net](mailto:pwilson@bcgov.net)



Walter Nester III  
wnester@burr.com

Shelter Cove Executive Park  
23-B Shelter Cove Lane  
Suite 400  
Hilton Head Island, SC 29928

*Mailing Address*  
Post Office Drawer 3  
Hilton Head Island, SC 29938

*Office* (843) 785-2171  
*Fax* (843) 686-5991

BURR.COM

May 9, 2023

Jared Fralix, PE  
Assistant County Administrator - Infrastructure  
Beaufort County  
Post Office Drawer 1228  
Beaufort, SC 29901

**Re: Masters Way, Bluffton, South Carolina**  
**Our File Number: 2106837.0000017**

Dear Jared:

I trust this correspondence finds you doing well. As you may know, we represent Hilton Head Christian Academy and I am contacting you concerning the road named "Master's Way" in Bluffton. Around the time of the acquisition of the land for the new Bluffton Christian Academy site by my client, the road Master's Way was also acquired. I understand that the road was owned by a private developer that either failed or abandoned the road by non-payment of taxes. I have enclosed a copy of the deed conveying title to Eagle Land Holding Company, LLC, which is a sole purpose entity created by the Christian Academy. It is my understanding that the acquisition of the road was for the purpose of ensuring that the school could be developed as planned. Development of the school site is complete and the school is open. Within the past year or so I understand that the Christian Academy paid for the installation of a signal at the intersection of Master's Way and the Bluffton Parkway.

Master's Way is essentially a public road and services the public school district. My client desires to offer the right-of-way known as Master's Way to the County and we are pleased to enclose their letter to the Beaufort County Right of Way Manager along with a completed Road Acceptance Application for the dedication of Masters Way to the County.

Sincerely,

Walter Nester

WJN/jls

Enclosures

cc: Brittany Ward, Esquire (w/enclosures)