COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
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COUNTY ADMINISTRATOR

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DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA
PUBLIC FACILITIES COMMITTEE
Monday, June 15, 2015
2:00 p.m.
Conference Room, Building 3
Beaufort Industrial Village
104 Industrial Village Road, Beaufort

Committee Members:
- Gerald Dawson, Chairman
- Roberts "Tabor" Vaux, Vice Chairman
- Cynthia Bensch
- Rick Caporale
- Steve Fobes
- Alice Howard
- William McBride

Staff Support:
- Andrew Dalkos, Division Director
  IT Systems Management
- Colin Kinton, Division Director
  Transportation Engineering
- Eric Larson, Division Director
  Environmental Engineering
- Robert McFee, Division Director
  Facilities and Construction Engineering

1. CALL TO ORDER – 2:00 P.M.

2. CONSIDERATION OF CONTRACT AWARDS
   A. Bluffton Branch Library Porch Renovation Project (backup)
   B. Food Services for the Detention Center (backup)
   C. Medical Services for the Detention Center (backup)

3. DIRT ROAD PAVING REQUIREMENTS FOR DIRT ROADS WITHOUT RIGHT OF WAY – CONDEMNATION REQUEST / JOHNSON LANDING ROAD, LADY'S ISLAND (backup)

4. SCDOT MEMORANDUM OF UNDERSTANDING / DEBRIS MANAGEMENT (backup)

5. AN ORDINANCE DECLARING CERTAIN REAL PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING BEAUFORT COUNTY ADMINISTRATION TO TRANSFER REAL PROPERTY IDENTIFIED AS TMP: R120 008 000 0210 (backup)

6. ADJOURNMENT

2015 Strategic Plan Committee Assignments
Law Enforcement Center Study
Windmill Harbour Entrance Solution and Funding
Bridge Replacement Plan
Sidewalks / Biking in Rural Areas Plan and Funding

The County Channel

COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

106 Industrial Village Road
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: **Recommendation of Contract Award for IFB#032515 for the Bluffton Library Porch Renovation Project**

DATE: June 15, 2015

BACKGROUND: On March 25, 2015, Beaufort County received bids from two construction companies for renovation services at the Bluffton Library. The project involves the renovation of and improvement to the covered porch for the purpose of a new computer lab. The renovation will include, but is not limited to the following; minor demolition, exterior wall and window improvements, mechanical, electrical, plumbing, HVAC, painting, carpentry, flooring and finish work. This will include the installation of a new acoustical tile ceiling system and new lighting. The contractor will provide new HVAC mechanical equipment with DDC management system, as well as new doors and windows.

BIDDERS INFORMATION:	**COST:**
1. Neal's Construction, Beaufort, SC	$100,777
2. Patterson Construction, Beaufort, SC	$156,496

An analysis of Neal's Construction bid prices revealed no apparent cause for rejecting the bid. Therefore, Neal's Construction is the certified lowest responsible/responsive bidder and is in compliance with the County's SMB Participation Ordinance.

FUNDING: The Del Webb Library Fund will be used first with account number 26160011-54420 Renovations to Existing Building with a current available fund balance of $57,088.00. The remaining funding will come from the Bluffton Library Impact Fees Fund with account number 26020011-54420-Renovations to Existing Building with a current available fund balance of $612,426.

FOR ACTION: Public Facilities Committee meeting occurring June 15, 2015.

RECOMMENDATION: The Public Facilities Committee approve and recommend to County Council a contract award to Neal's Construction in the amount of $100,777 for the Bluffton Library Porch Renovations Project from the funding sources listed above.

CC: Gary Kubic, County Administrator
Joshua Gruber, Deputy County Administrator/Special Counsel
Alicia Holland, Asst. Co. Administrator, Finance
Monica Spells, Asst. Co. Administrator, Civic Engagement
Morris Campbell, Community Services Director
Mark Roseneau, Facilities Management Director
Milton Ray McBride, Libraries Director
Jan O'Rourke, Assistant Libraries Director

Att: Bid Tab
SMB Compliance Review

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Project Name:	Bluffton Library Porch Renovation
Project Number:	IFB 032515
Project Budget:	
Bid Opening Date:	25-Mar-15
Time:	3:00
Location:	BIV #2 Conference Room
Bid Administrator:	Dave Thomas
Bid Recorder:	Linda Maietta

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Neal's Construction LLC	X	X	N/A	N/A	N/A	N/A	$100,777.00
Patterson Construction	X	X	N/A	N/A	N/A	N/A	$156,496.00

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

Linda Maietta

Bid Recorder

Small and Minority Business Bid Compliance Review of Good Faith Efforts (1 of 2)

Bluffton Library Branch Porch Renovation Project– IFB #032515

	Prime Bidder/Proposer	Neal	Patterson
1	Included Good Faith Efforts Checklist Form	1	1
2	Requested Beaufort County SMBE Vendor List	1	1
3	Included Copy of Written Notice to SMBE	1	1
4	Provided Proof of Sending Written Notice to SMBE	1	1
5	Sent Bid Notice to SMBE 10 Days in Advance	1	1
6	Included Copy of Written Notice to Good Faith Agencies	1	1
7	Provided Proof of Sending Written Notice to Good Faith Agencies	1	1
8	Signed Non-Discrimination Statement Form (Exhibit 1)	1	1
9	Included Completed Outreach Documentation Log (Exhibit 2)	1	1
10	Included Completed Proposed Utilization Plan (Exhibit 3)	1	1
	Total	**10**	**10**

Neal's Construction (Beaufort, SC)
Patterson Construction (Beaufort, SC)

Total of 10 Possible Points

Scoring:
0 = No
1 = Yes

Prepared by Monica Spells
March 27, 2015

Small and Minority Business Bid Compliance Review of Good Faith Efforts (2 of 2)

Bluffton Library Branch Porch Renovation Project– IFB #032515

Prime Bidder/Proposer	Proposed Local SMBE Firm Name	Type	Location	Scope	Proposed Amount
Neal's Construction*	Cleveland Electric	MBE	Saint Helena Island, SC	Electric	$15,665
Beaufort, SC	Paint Magic	MBE	Beaufort, SC	Painting	$4,164
Patterson Construction	Clover Glass of Bluffton	SBE	Bluffton, SC	Glass/Windows	$11,900
Beaufort, SC	Brown Drywall Services	MBE	Beaufort, SC	Sheetrock/Drywall	$2,964
	Dean Custom Air	SBE	Bluffton, SC	HVAC	$19,633
	Creative Interiors	SBE	Beaufort, SC	Flooring	$4,467
	Paint Magic	MBE	Beaufort, SC	Painting	$4,407

MBE = Minority Business Enterprise
SBE = Small Business Enterprise
WBE = Woman Business Enterprise

* Neal's Construction is a certified MBE by the South Carolina Governor's Office of Small and Minority Business Assistance.

Prepared by Monica Spells
March 27, 2015

COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road, Bldg 3 Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: **Request Contract Award for Food Services to ABL Management, Inc. for the Beaufort County Detention Center**

DATE: June 15, 2015

BACKGROUND: The Purchasing Department received three proposals from qualified firms for food services in support of the Beaufort County Detention Center. The contractor will provide all labor, food, beverages, materials, supplies, and chemicals necessary to provide food services for the inmates and staff. The contractor will provide meals and food services three times per day, seven days per week. The contractor shall manage a civilian and inmate kitchen staff which shall prepare pre-plated meals for service on thermal insulated trays. The contract term will cover fiscal year 2016 and expire on June 30, 2016, with four more one year annual renewals subject to County Council approval.

VENDOR INFORMATION AND RANKING:	**COST**
1. ABL Management, Inc., Baton Rouge, LA	$1.04898 per regular inmate meal, with a guaranteed price for two (2) years
2. Trinity Services Group, Inc., Oldsmar, Fla.	$1.0953 per regular inmate meal, first year price
3. CBM Managed Services, Inc., Sioux Falls, ND	$1.270 per regular inmate meal, first year price

FUNDING: Account 10001250-51200, Detention Center Meals/Contracted Services

PRIOR YEAR COST: $283,000; new contract estimated not to exceed $ 307,000.

FOR ACTION: Public Facilities Committee meeting occurring on June 15, 2015.

RECOMMENDATION: The Public Facilities Committee approves and recommends to County Council the annual contract award to ABL Management, Inc., to provide food services for the Detention Center. The total cost incurred will depend on the number of meals provided during FY 2016

CC: Gary Kubic, County Administrator
Joshua Gruber, Deputy County Administrator
Alicia Holland, Asst. Co. Administrator, Finance
Philip Foot, Asst Co. Administrator, Public Safety Director

Att: Pricing Information per meal, Ranking Summary

RFP NO. 043015 EXHIBIT E

PAGE 5 of 7

PRICE PROPOSAL AND CERTIFICATION

The undersigned ABL Management, Inc., having carefully examined the information

(Name of Offeror)

contained in the Beaufort County RFP Number # RFP NO. 043015 dated 03/18/15, 2015, proposes to provide Food Service services to Beaufort County Government, as outlined in this proposal, at the prices specified below:

PRICES ARE GUARANTEED FOR TWO (2) YEARS

Inmate Regular Portion	**$1.04898**
Inmate Double Entree	**$1.12860**
Staff Regular Portion	**$1.49860**
Staff Double Entree	**$1.70860**

CHEF'S GRILL

ABL also offers the Chef's Grill Program which brings take-out style food to the inmates of your facility while generating extra revenue for your budget and influencing inmate behavior. The menu items can be customized to suit your needs and preferences. The Chef's Grill Menu, costing and commission are developed with your Facility Director upon award of contract.

MAINTENANCE PROGRAM

Beaufort County can choose to add $0.05 cents per meal per $5,000 of Maintenance

In compliance with the Request for Proposal # 043015, and subject to all conditions thereof, the undersigned agrees:

(a) This proposal, as stated, is open for acceptance for a period of 90 calendar days from the date of opening; and

(b) To furnish all services, materials, and equipment necessary and incidental to perform the subject audits.

CERTIFICATION

CONTRACTOR

HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY GRANT OR CONTRACT WITHIN ANY GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

YES NO (IF "YES" GIVE NAME, ADDRESS, AND TELEPHONE NUMBER OF REVIEWING OFFICE.)

RFP 043015, Food Service Program for the Beaufort County Detention Center
INITIAL SCORE SHEET SUMMARY

Column1	Column2	Column3	Column4
	Name of Company		
Evaluators	ABL Management, Inc.	CBM Managed Services	Trinity Services Group, Inc.
Lt. Aiken	76	31	51
S. Colson	93	68	86
P. Foot	92	63	78
Col. Grant	97	73	85
T. Williams	100	83	96
TOTALS:	458	318	396

1. ABL Management, Inc. 458
2. Trinity Services Group, Inc. 396
3. CBM Managed Services 318

COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road, Bldg 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: **Request Contract Award for Medical Services to Southern Health Partners for the Beaufort County Detention Center**

DATE: June 15, 2015

BACKGROUND: On May 4, 2015, Beaufort County received one response to the RFP from Southern Health Partners, the current incumbent contractor. Southern Health Partners RFP response was determined to be fair and reasonable by the evaluation committee and find no reason to reject their offer. Beaufort County's Detention Center has contracted with Southern Health Partners over the past ten years for annual medical services for inmates at the Detention Center. Southern Health Partners provides all medical needs for inmates in custody to include; screening at booking, health appraisals, dispensing of prescriptions, physician sick-call, dentist sick-call, compliance with National Correctional Health Care Accreditation Standards, State and Federal regulations, and 24-hour medical coverage. The new contract term will began July 1, 2015, and ends June 30, 2016. Subject to County Council approval, the contract may be renewed each year up to four additional one year terms. The below cost will cover the first year term.

VENDOR INFORMATION:	**Annual Cost**
Southern Health Partners, Chattanooga, TN	**$555,840***

*Includes $80,000 for cost pool which covers the cost for prescription medications, off-site x-ray services, off-site dental services, and all medical and mental health services that cannot be performed on-site.

FUNDING: Account 10001250-51190, Detention Center Medical Services

PRIOR YEAR COST: $546,888

FOR ACTION: Public Facilities Committee meeting occurring on June 15, 2015.

RECOMMENDATION: The Public Facilities Committee approves and recommends to County Council a contract award to Southern Health Partners in the amount of $555,840 to provide medical services for Beaufort County's Detention Center.

CC: Gary Kubic, County Administrator
Joshua Gruber, Deputy County Administrator
Alicia Holland, Asst. Co. Administrator, Finance
Philip Foot, Public Safety Director

COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DEPARTMENT
104 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator
Josh Gruber, Deputy County Administrator

FROM: Robert McFee, PE, Division Director of Facilities & Construction Engineering

SUBJ: **Beaufort County Dirt Road Paving Requirements for Dirt Roads Without Right of Way Condemnation Request– Johnson Landing Road, Lady's Island**

DATE: June 3, 2015

BACKGROUND. Johnson Landing Road is a 1.5 mile dirt road located off of Brickyard Point Road in the Broomfield community of Lady's Island. The Public Works Department has maintained this road for over 50 years. Johnson Landing Road was ranked 20th on the FY 09/10 – FY 12/13 Dirt Road Paving Program.

In accordance with Section 106.2797 of the ZDSO and Policy Statement 17, the County must have a deeded 50-foot right-of-way before the road can be included in a dirt road paving contract. Beaufort County owns neither the right-of-way nor an easement for Johnson Landing Road. Staff has followed the current process to try and obtain deeds for right of way.

The staff efforts to obtain right-of-way for Johnson Landing Road include obtaining a contractor to perform a field survey, researching ownership, preparing letters and deeds, and providing time for owner consideration and questions or discussions. The timeline associated with this process has been approximately 24 months. After sending two written requests, more in some cases, the Engineering Department has obtained 39 of 47 signed right-of-way deeds. Condemnation of the eight remaining parcels, four of which are heirs properties, would be necessary to complete the right of way effort for Johnson Landing Road.

The Public Works and Engineering Departments jointly recommend that the committee approve condemnation of the remaining eight right-of-way parcels on Johnson Landing Road in order to facilitate paving of the road.

FOR ACTION. Public Facilities Committee on June 22, 2015.

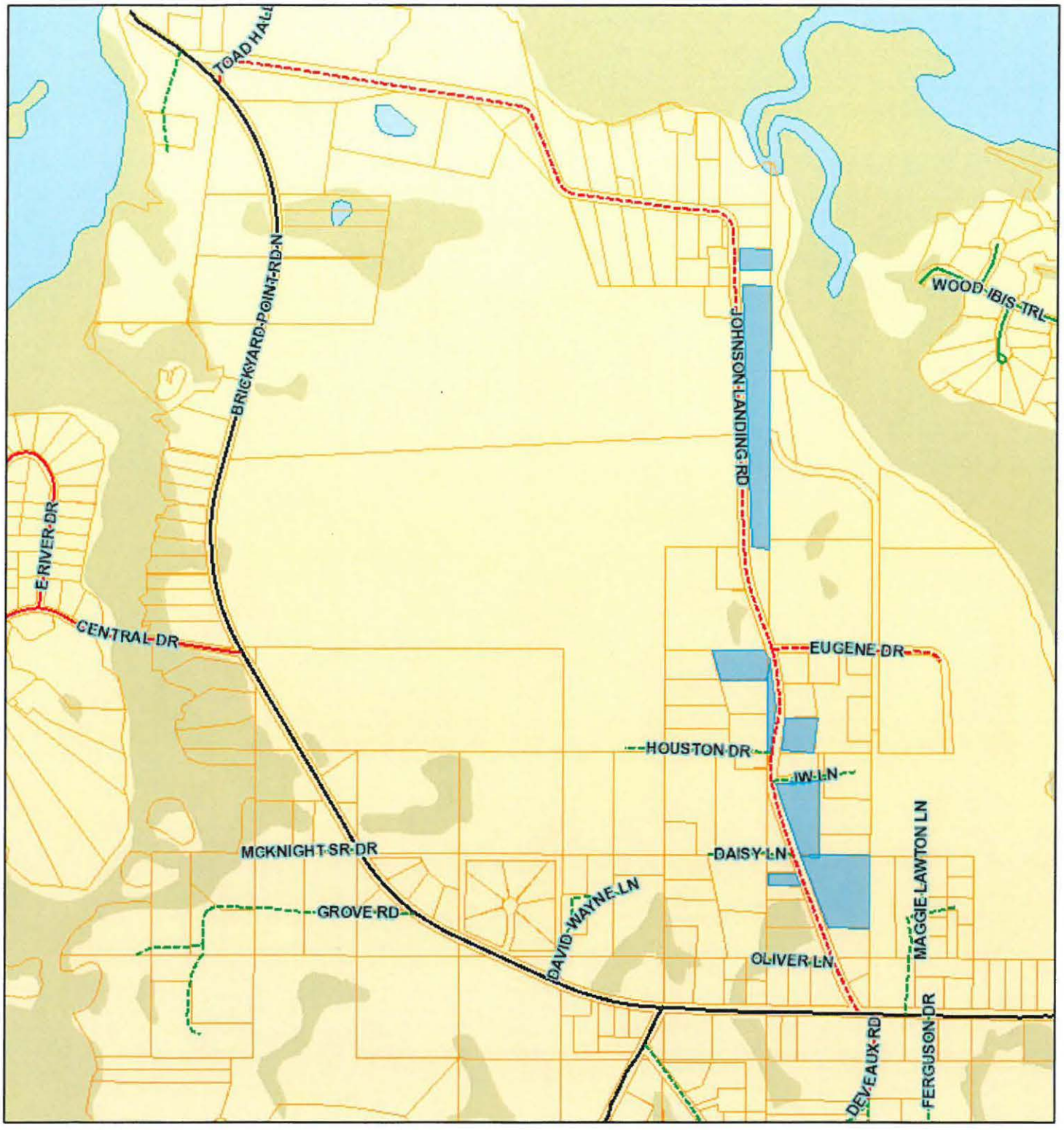
RECOMMENDATION. The Public Facilities Committee approves and recommend to County Council to approve condemnation of the eight remaining right-of-way parcels needed on Johnson landing Road in order to improve the dirt road in a future dirt road paving contract.

JRM/EWK/mjh

Attachments: 1) Location Map
2) Sample Right of Way Request Letters
3) Spreadsheet

cc: Eddie Bellamy

JOHNSON LANDING ROAD CONDEMNATIONS



June 8, 2015

1:12,811

0 0.1 0.2 0.4 mi

0 0.175 0.35 0.7 km

Road Classifications

- <all other values>
- STATE, PAVED
- STATE, UNPAVED
- COUNTY, PAVED
- COUNTY, UNPAVED
- PRIVATE, PAVED
- PRIVATE, UNPAVED
- PRIVATE, UNDETERMINED
- TOWN, PAVED
- TOWN, UNPAVED
- MILITARY / PAVED
- MILITARY / UNPAVED
- Parcels

The information and images contained on this web site are for viewing and informational purposes only. Although much of the data is compiled from official sources,

Do Not Discard. Response Required.

April 22, 2015

Elliot Green
29 Johnson Landing Road
Beaufort, SC 29907

Re: Johnson Landing Road Right-of-Way Acquisition

Tax Map #: R200 004 000 0027 0000

Dear Mr. Green:

Johnson Landing Road is a dirt road that abuts and/or traverses your property referenced above by Tax Map#. In order for Beaufort County to legally maintain and improve (pave) Johnson Landing Road, we must ensure that it is not private property, but rather that it falls within the public domain. Per County ordinance we are compelled to secure a 50'-wide road right-of-way (generally 25 feet on each side of the existing roadway centerline) for the purpose of maintenance and safety from the adjacent property owners. The 50' right-of-way allows the County to expend public funds on the road.

Our road survey indicates that Johnson Landing Road already has a 50' right-of-way as it passes by your property (referenced above). Therefore, we are requesting that you convey only your interest, whatever that may be, in Johnson Landing Road itself. A quitclaim deed has been enclosed for this purpose.

If you want Johnson Landing Road to continue to be paved, we ask that you:

1) Sign the enclosed deed,
2) Have it notarized, and
3) Return it to our office within 60 days of the date of this letter in the enclosed self-addressed envelope. If you live in Beaufort County, we will come to your home and notarize the deed ourselves. Just contact us at 255-2700 to make arrangements. If you do not wish to convey your interest in the roadway, please return the unsigned deed to us as soon as possible.

While you are under no obligation to honor our request, please be advised that if we are unable to assemble a 50'-wide right-of-way, Johnson Landing Road will revert to private road status and the County will no longer maintain it. You should also be aware that many lending institutions and mortgage service companies now require owners of property on private roadways to establish and maintain a private roadway maintenance agreement as part of their loan documentation or closing requirements. A private roadway maintenance agreement must be paid for by all of the property owners benefited by the private roadway.

Please contact Eric Klatt at (843) 255-2700 if you have questions or concerns.

Sincerely,

Robert McFee, PE
Director of Facilities and Construction Engineering

JRM/EWK/cvs

Enclosures: Deed

June 5, 2014

Elliot Green
29 Johnson Landing Road
Beaufort, SC 29907

Re: Beaufort County Dirt Road Paving Contract 47 - Johnson Landing Road - FINAL REQUEST

Dear Property Owner: Tax Map #: R200 004 000 0027 0000

As you know, the Beaufort County Transportation Committee (CTC) has selected Johnson Landing Road as one of the roads to be included in the County's Dirt Road Paving Program. Before Johnson Landing Road can be paved, however, the County must first acquire a 50'-wide road right-of-way from the adjacent property owners. The 50' right-of-way allows the CTC to fund the paving project with money derived from the State gasoline tax. If the project goes forward, the County will pave a new 20' wide asphalt section and provide accompanying drainage improvements. The County will be responsible for relocating all utilities, mailboxes, and other structures located within the deeded right-of-way.

Our road survey indicates that Johnson Landing Road already has a platted 50' right-of-way as it passes by your property. Therefore, **we are requesting that you convey only your interest, if any, in the roadway itself. You will not be giving up any part of your land.** A quitclaim deed has been enclosed for this purpose.

If you want Johnson Landing Road to be paved, we ask that you sign the deed, have it notarized, and return it to our office in the enclosed self-addressed envelope. If you live in Beaufort County, we will come to your home and notarize the deed ourselves. Just contact us at 255-2700 to make arrangements. If you do not wish to convey your interest in the roadway, please return the unsigned deed to us as soon as possible.

This is the County's final request for right-of-way. While you are under no obligation to honor our request, please be advised that if we are unable to assemble a 50'-wide right-of-way, Johnson Landing Road will revert to a private road and the County will be prohibited by law from maintaining it. The residents who use Johnson Landing Road will then be responsible for maintaining and repairing it.

If you have any questions or concerns, please contact Don Smith or Eric Klatt at (843) 255-2700.

Sincerely,

Eric W. Klatt
Right-Of-Way Manager

EWK/cvs

Enclosures: Deed, map

JOHNSON LANDING ROAD CONDEMNATIONS					
R200 004 000 012A 0000					
TYRONE WALLACE				**NO**	**WILL NOT SIGN DEED**
R200 004 000 006D 0000					
ALEX SPEAKS				**DECEASED**	
R200 004 000 0027 0000				**NO**	**WILL NOT SIGN DEED**
ELLIOT GREEN					
R200 004 000 027A 0000					
SANDRA LIDSTER				**DECEASED**	
R200 004 000 0025 0000					
LAURETTA W. O'NEAL				**NO**	**WILL NOT SIGN DEED**
R200 004 000 0012 0000					
RUTH M. WALLACE				**DECEASED**	
R200 004 000 0013 0000					
FREDDIE WILSON				**DECEASED**	
R200 004 000 005B 0000					
JAMES P. RATHBUN, JR.				**HOLD**	**ENGINEERING ISSUES**

The State of South Carolina
Military Department

OFFICE OF THE ADJUTANT GENERAL

ROBERT E. LIVINGSTON, Jr.
MAJOR GENERAL
THE ADJUTANT GENERAL

MEMORANDUM

TO: County Emergency Managers

FROM: Kim Stenson, Director, South Carolina Emergency Management Division

DATE: May 12, 2015

SUBJECT: Local Debris Management Operations Memorandums of Agreement (MOAs) with the South Carolina Department of Transportation (SCDOT)

The South Carolina Emergency Management Division is seeking to facilitate the process of formalizing coordination for debris operations between counties and the SCDOT. SCDOT has developed two different MOAs to address debris operations. Attached to this memo, for your consideration, is a letter from Leland Colvin with SCDOT explaining the MOAs and the two MOAs. We are aware that these MOAs may generate questions, so we are planning a series of meetings to discuss the MOAs with options for additional meetings for clarification as needed. The meeting schedule and locations are as follows:

- Monday, June 1 – 1:00 – Cypress Gardens - 3030 Cypress Gardens Rd., Moncks Corner, SC
- Tuesday, June 2 – 10:00 – Sheriff's Office Drill Hall - 550 Wilson Road Newberry, SC
- Wednesday, June 3 – 9:00 – Anderson County Library – 300 North McDuffie Street, Anderson, SC
- Wednesday, June 3 – 2:00 – Union County Annex Building – 322 East Main Street, Union, SC
- Thursday, June 4 – 2:00 – Drs. Bruce and Lee Library - 509 S Dargan St, Florence, SC
- Friday, June 5 – 9:00 – Allendale County Brandt Building - 398 Barnwell Highway, Allendale, SC

We would like to request that you invite those from your county who participate in debris operations decision making including but not limited to the County Public Works Director and County Administrator.

The process for having these MOAs signed is the following:

1. County decides if they would prefer to sign the "First Push Agreement" or the "First Push and Debris Removal" agreement
2. County notifies SCEMD of their decision
3. SCEMD asks SCDOT to prepare proper versions of the MOAs for signature

Emergency Management Division
2779 Fish Hatchery Road
West Columbia, South Carolina 29172
(803) 737-8500 • (803) 737-8570

4. SCEMD sends the County two copies of the MOA of their choice that have been properly addressed by SCDOT
5. The County signs the two copies of the MOA and sends them back to SCEMD
6. SCEMD asks SCDOT to sign the MOAs
7. SCDOT signs the MOAs and returns one copy to SCEMD
8. SCEMD mails the fully executed copy of the MOA to the county.

Once all of these steps are complete, the MOA is considered in effect. While this process may seem complicated, this is one area that will greatly benefit from a clear agreement. We appreciate your assistance with this process.

MEMORANDUM OF AGREEMENT

between

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

_____

This Memorandum of Agreement ("Agreement") is made and entered into this ___ day of _____, 20**15**, by and between **SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION** ("**SCDOT"**) and _____**,** ("the **LOCAL GOVERNMENT"**).

WHEREAS, during a declared State of Emergency or State of Disaster that implements the South Carolina Emergency Operations Plan ("SCEOP"), the SCDOT may be called upon to perform certain functions pursuant to the SCEOP, including disaster-related, debris clearing activities on the maintained rights-of-way of state maintained roads and bridges; and

WHEREAS, it is the policy of SCDOT and the LOCAL GOVERNMENT to cooperate with each other to maximize the use and allocation of the monetary resources with which each are entrusted; and

WHEREAS, the LOCAL GOVERNMENT has requested that it be allowed the opportunity and responsibility to perform certain disaster-related, debris clearing activities on state maintained rights-of-way as set forth in the SCEOP in order to assure that its citizens are served and protected; and

WHEREAS, the implementation of this Agreement will be based on the occurrence of severe natural disasters that could affect state maintained roads and bridges within the LOCAL GOVERNMENT geographical boundaries; and

WHEREAS, this Agreement is in the best interest of both parties to facilitate the most practical, economical, and expeditious performance of certain disaster-related, debris clearing activities on state-maintained right of way, where needed.

NOW THEREFORE, the parties agree as follows:

I. PROJECT DESCRIPTION:

A. In the event of any declared State of Emergency or State of Disaster that implements the SCEOP, this Agreement may be implemented by SCDOT to obtain the LOCAL GOVERNMENT's assistance to conduct disaster-related

"First Push" activities on designated state maintained roadway(s). "First Push" is defined as the initial operation to clear the roadway, which includes cut and toss operations to push debris out of the traveled way. "Cut and Toss" means cutting and/or pushing the debris off of the roadway sufficiently to allow safe vehicular traffic on all traveled ways.

B. SCDOT may assign to the LOCAL GOVERNMENT, upon their request to the SCDOT District Engineering Administrator (DEA) or his or her designee, and within the confines of the LOCAL GOVERNMENT'S boundaries, the responsibility for "First Push" activities along state maintained routes, with the exception of Interstate routes.

C. The "First Push" activities will be performed in accordance with Federal Emergency Management Agency ("FEMA") rules, regulations, and procedures. (See FEMA Public Assistance Guide, FEMA 322, etc.).

II. SCDOT Responsibilities:

A. SCDOT will authorize orally and follow up in writing and direct the LOCAL GOVERNMENT to perform services under the terms of this Agreement on an as needed basis.

B. SCDOT does not guarantee that any work or services will be authorized pursuant to this Agreement.

C. SCDOT reserves the right to inspect all work undertaken pursuant to this Agreement.

D. SCDOT will pay the LOCAL GOVERNMENT the actual cost for activities performed by the LOCAL GOVERNMENT pursuant to this Agreement and apply directly to FEMA for reimbursement for eligible "First Push" activities.

III. LOCAL GOVERNMENT Responsibilities:

A. LOCAL GOVERNMENT will request permission from SCDOT orally and follow-up in writing to proceed with "First Push" activities on state maintained roadways and bridges.

B. LOCAL GOVERNMENT will ensure that all "First Push" activities performed are in accordance with the terms and conditions of FEMA policies and procedures.

C. LOCAL GOVERNMENT will provide all required documentation necessary for reimbursement of work on state maintained roadways and bridges in order for SCDOT to apply to FEMA for reimbursement.

DRAFT

D. LOCAL GOVERNMENT will certify that any of its pre-disaster contracts with third parties for "First Push" activities for which it intends to seek reimbursement shall:

1. Be competitively and openly bid by the LOCAL GOVERNMENT;

2. Mandate compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969 and all FEMA policies and procedures.

IV. Either party may unilaterally cancel this Agreement with a 30-day notice in writing.

(This Section intentionally left blank)

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to signed and sealed below.

WITNESS:

_____

_____
Local Government

By: _____

Title: _____

Federal ID#_____

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

WITNESS:

_____

By: _____
Deputy Secretary for Engineering or Designee

RECOMMENDED:

_____

Title: _____

DRAFT

CERTIFICATION OF SCDOT

I hereby certify that I am the Deputy Secretary for Engineering of the Department of Transportation of the State of South Carolina. The LOCAL GOVERNMENT or its legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person or

(b) pay, or agree to pay, to any form, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 CFR, I further certify that the work stipulated in this Agreement to be performed by LOCAL GOVERNMENT can be more advantageously performed by said LOCAL GOVERNMENT than by the SCDOT and that said LOCAL GOVERNMENT is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, under the terms of this Agreement.

I acknowledge that this certificate is to be furnished to FEMA or the Federal Highway Administration, U. S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal Laws, both criminal and civil.

_____ _____

(Date) (Deputy Secretary for Engineering or Designee)

DRAFT

CERTIFICATION OF THE LOCAL GOVERNMENT

I hereby certify that I am the _____ and duly authorized representative of the LOCAL GOVERNMENT, whose address is _____, and that neither I, nor the above LOCAL GOVERNMENT I represent, has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above LOCAL GOVERNMENT) to solicit or secure this Agreement,

(b) agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above LOCAL GOVERNMENT) any fee, contribution, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any).

I acknowledge that this certificate is to be furnished to the SCDOT and FEMA or the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

(Date) (LOCAL GOVERNMENT Signature)

DRAFT

CERTIFICATION FOR CONTRACTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

_____ _____

(Date) Authorized LOCAL GOVERNMENT Representative

_____ _____

(Date) Authorized SCDOT Representative

DRAFT

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, _____ who is a representative of the LOCAL GOVERNMENT, certifies on behalf of the LOCAL GOVERNMENT that the LOCAL GOVERNMENT will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
- (1) Abide by the terms of the statement; and,
- (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

(h) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, and contracts and subcontracts under grants, sub-grants, loans, and cooperative agreements), and that such sub-recipients shall certify and disclose accordingly.

_____ _____

Date Authorized LOCAL GOVERNMENT Representative

DRAFT

MEMORANDUM OF AGREEMENT

between

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

_____

This Memorandum of Agreement ("Agreement") is made and entered into this ___ day of _____, 20**15**, by and between **SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION** ("**SCDOT"**) and _____**,** ("the **LOCAL GOVERNMENT"**).

WHEREAS, during a declared State of Emergency or State of Disaster that implements the South Carolina Emergency Operations Plan ("SCEOP"), the SCDOT may be called upon to perform certain functions pursuant to the SCEOP, including disaster-related, debris clearing and clean-up activities on the maintained rights-of-way of state maintained roads and bridges; and

WHEREAS, it is the policy of SCDOT and the LOCAL GOVERNMENT to cooperate with each other to maximize the use and allocation of the monetary resources with which each are entrusted; and

WHEREAS, the LOCAL GOVERNMENT has requested that it be allowed the opportunity and responsibility to perform certain disaster-related, debris clearing and clean-up activities on state maintained rights-of-way as set forth in the SCEOP in order to assure that its citizens are served and protected; and

WHEREAS, the implementation of this Agreement will be based on the occurrence of severe natural disasters that could affect state maintained roads and bridges within the LOCAL GOVERNMENT geographical boundaries; and

WHEREAS, this Agreement is in the best interest of both parties to facilitate the most practical, economical and expeditious performance of disaster-related, debris clean-up activities, where needed.

NOW THEREFORE, the parties agree as follows:

I. PROJECT DESCRIPTION:

A. In the event of any declared State of Emergency or State of Disaster that implements the SCEOP, this Agreement may be implemented to obtain the LOCAL GOVERNMENT's assistance to conduct disaster-related "First Push" and/or "Debris Removal" activities on designated state maintained roadway(s).

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"First Push" is defined as the initial operation to clear the roadway, which includes cut and toss operations to push debris out of the traveled way. "Cut and Toss" means cutting and/or pushing the debris off of the roadway sufficiently to allow safe vehicular traffic on all traveled ways.

"Debris Removal" is the clearance, removal, and/or disposal of items such as trees, woody debris, sand, mud, silt, gravel, building components, wreckage, vehicles, and personal property. The work must be necessary to:

- Eliminate an immediate threat to lives, public health and safety
- Eliminate immediate threats of significant damage to improved public or private property
- Ensure the economic recovery of the affected community to the benefit of the community-at-large
- Mitigate the risk to life and property by removing substantially damaged structures and associated appurtenances

Examples of "Debris Removal" activities include:

- "Debris Removal" from a street or highway to allow the safe passage of emergency vehicles
- "Debris Removal" from public property to eliminate health and safety hazards, this includes maintained rights-of-way

B. SCDOT may assign to the LOCAL GOVERNMENT, upon their request to the SCDOT District Engineering Administrator (DEA) or his or her designee, and within the confines of the LOCAL GOVERNMENT'S boundaries, the responsibility for "First Push" and/or "Debris Removal" activities along state maintained routes, with the exception of Interstate routes.

C. The "First Push" and/or "Debris Removal" activities will be performed in accordance with Federal Emergency Management Agency ("FEMA") rules, regulations, and procedures. (See FEMA Public Assistance Guide, FEMA 322, etc.).

II. <u>SCDOT Responsibilities:</u>

A. SCDOT will authorize orally and follow up in writing and direct the LOCAL GOVERNMENT to perform services under the terms of this Agreement on an as needed basis.

B. SCDOT does not guarantee that any work or services will be authorized pursuant to this Agreement.

C. SCDOT reserves the right to inspect all work undertaken pursuant to this Agreement.

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III. LOCAL GOVERNMENT Responsibilities:

A. LOCAL GOVERNMENT will request permission from SCDOT orally and follow-up in writing to proceed with "First Push" and/or "Debris Removal" activities on state maintained roadways and bridges.

B. LOCAL GOVERNMENT will ensure that all "First Push" and/or "Debris Removal" activities performed are in accordance with the terms and conditions of FEMA policies and procedures.

C. LOCAL GOVERNMENT will apply directly to FEMA, through SCEMD, for reimbursement of work on state maintained roadways and bridges and will ensure that all "First Push" and/or "Debris Removal" activities performed are in accordance with FEMA policies and procedure. SCDOT cannot and does not guarantee reimbursement by FEMA.

D. LOCAL GOVERNMENT will be responsible for any expenses incurred and not reimbursed by the appropriate federal agency and will not seek reimbursement from SCDOT for any unreimbursed expenses.

E. LOCAL GOVERNMENT will certify that any of its pre-disaster contracts with third parties for "First Push" and/or "Debris Removal" activities for which it intends to seek reimbursement shall:

1. Be competitively and openly bid by the LOCAL GOVERNMENT;

2. Mandate compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969 and all FEMA policies and procedures.

IV. Either party may unilaterally cancel this Agreement with a 30-day notice in writing.

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to signed and sealed below.

WITNESS:

_____

_____

Local Government Name

By: _____

Title: _____

Federal ID#_____

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

WITNESS:

_____

By: _____
Deputy Secretary for Engineering or Designee

RECOMMENDED:

_____

Title: _____

DRAFT

CERTIFICATION OF SCDOT

I hereby certify that I am the Deputy Secretary for Engineering of the Department of Transportation of the State of South Carolina. The LOCAL GOVERNMENT or its legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person or

(b) pay, or agree to pay, to any form, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 CFR, I further certify that the work stipulated in this Agreement to be performed by LOCAL GOVERNMENT can be more advantageously performed by said LOCAL GOVERNMENT than by the SCDOT and that said LOCAL GOVERNMENT is adequately staffed and suitably equipped to undertake and satisfactorily complete such work under the terms of this Agreement.

I acknowledge that this certificate is to be furnished to FEMA or the Federal Highway Administration, U. S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal Laws, both criminal and civil.

_____ _____

(Date) (Deputy Secretary for Engineering or Designee)

DRAFT

CERTIFICATION OF THE LOCAL GOVERNMENT

I hereby certify that I am the _____ and duly authorized representative of the LOCAL GOVERNMENT, whose address is _____, and that neither I, nor the above LOCAL GOVERNMENT I represent, has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above LOCAL GOVERNMENT) to solicit or secure this Agreement,

(b) agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above LOCAL GOVERNMENT) any fee, contribution, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any).

I acknowledge that this certificate is to be furnished to the SCDOT and FEMA or the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

(Date) (LOCAL GOVERNMENT Signature)

DRAFT

CERTIFICATION FOR CONTRACTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

_____ _____

(Date) Authorized LOCAL GOVERNMENT Representative

_____ _____

(Date) Authorized SCDOT Representative

DRAFT

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, _____ who is a representative of the LOCAL GOVERNMENT, certifies on behalf of the LOCAL GOVERNMENT that the LOCAL GOVERNMENT will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
- (1) Abide by the terms of the statement; and,
- (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph(d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

(h) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, and contracts and subcontracts under grants, sub-grants, loans, and cooperative agreements), and that such sub-recipients shall certify and disclose accordingly.

_____ _____

(Date) Authorized LOCAL GOVERNMENT Representative

DRAFT

BEAUFORT COUNTY STORMWATER UTILITY
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2801 Facsimile (843) 255-9478

May 29, 2015

The Honorable Nikki R. Haley
Office of the Governor
1205 Pendleton Street
Columbia, South Carolina 29201

RE: Beaufort County, SC Disaster Recovery Program - Current Issues and Needs

Dear Governor Haley,

Beaufort County is honored by your attendance at our annual hurricane season briefing to elected officials. I want to take this opportunity to brief you on two items we are addressing regarding disaster recovery and its impacts on the local business community.

1) Economic Recovery – Our Recovery Plan has two functions specifically directed at economic recovery, #14-Redevelopment and #15-Economic Restoration. Our redevelopment plan outlines our procedures for assessing damaged areas in need of redevelopment, establishing goals for redevelopment based on our community's comprehensive plan, and defining a permitting and plan review procedure to expedite approvals. Our economic restoration plan is supported by staff from all local government bodies as well as the local Chambers of Commerce and other business development agencies. The Disaster Recovery Task Force will establish a Business Information Center(s) and staff it with representatives from federal support agencies such as SBA, DHS, US Dept. of Commerce, US Dept. of Agriculture, US Dept. of Labor, IRS, and state / local agencies such as Dept. of Commerce, Dept. of Insurance, the COG, and USCB Small Business Development Center. Success will depend largely upon these agencies committing staff and resources to these centers to aid business owners with business planning, rebuilding assistance, insurance claims, construction loans, etc. **We would greatly appreciate the support of your administration in committing resources from the Depts. of Commerce and Insurance in the event of a disaster**.
2) Debris Management – Clean up after a disaster is the first and most critical component of economic recovery. Quick and efficient debris removal will stimulate recovery by our residents and businesses. Approximately 2/3 of the public road miles in Beaufort County are State roads. Therefore, we are currently negotiating with the SCDOT on a new MOU to assign responsibility for debris management on State rights-of-way to Beaufort County. The latest proposal from DOT is concerning to us in that it appears to devolve the responsibilities of cleanup onto the local government without full compensation from the State. Following a presidentially declared disaster, FEMA reimbursement for debris removal from rights of way on the roads which we have ownership or responsibility varies from 75%, which leaves a local share. An MOU with the State for their ROWs would allow reimbursement to us from FEMA but that still leaves the local share (possibly 25% of the cleanup cost) on local governments under the current proposal. **We ask your administration to consider a DOT/Local MOU relationship that would compensate the local governments for the total cost of cleanup along State ROWs**. This is consistent with FEMA policies and would allow our citizens the fastest and most efficient recovery possible.

If you have any questions, please contact me at (843) 255-2805 or elarson@bcgov.net.

Sincerely,

Eric W. Larson, PE, CPSWQ, AICP, CFM
Director of Environmental Engineering &
Disaster Recovery Task Force Director

cc: Lt. Col. Neil Baxley, Beaufort County Emergency Management Division
Gary Kubic, Beaufort County Administrator

STATE OF SOUTH CAROLINA

STATEWIDE MUTUAL AID AGREEMENT
FOR
CATASTROPHIC DISASTER RESPONSE AND RECOVERY

THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF SOUTH CAROLINA, EMERGENCY MANAGEMENT DIVISION, AND BY AND AMONG EACH COUNTY AND MUNICIPALITY THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED UPON THE FOLLOWING FACTS:

WHEREAS, the South Carolina Constitution, Article VIII, Section 13, provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof; and

WHEREAS, the South Carolina Code of Laws, Section 25-1-450, requires that State, county and municipal governments shall cooperate in developing and maintaining a plan for mutual assistance in emergencies; and

WHEREAS, the South Carolina Code of Laws, Section 6-11-1810, provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in South Carolina at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and

WHEREAS, the State of South Carolina is geographically vulnerable to hurricanes, tornadoes, flooding, and other natural disasters that in the past have caused severe disruption of

essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Parties to this agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Government by visits, compilation of asset inventories, exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

A. **AGREEMENT -** the Statewide Mutual Aid Agreement for Emergency Response/Recovery. Political subdivisions of the State of South Carolina may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and authorizing resolution(s) to the State of South Carolina Emergency Management Division. Copies of the Agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Division headquarters in Columbia, South Carolina.

B. **REQUESTING PARTY -** the Participating Government entity requesting aid in the event of an emergency. Each municipality must coordinate requests for State or Federal emergency response assistance through its county.

C. **ASSISTING PARTY -** the Participating Government entity furnishing equipment, services and/or manpower to the Requesting Party.

D. **AUTHORIZED REPRESENTATIVE -** an employee of a participating government who is authorized in writing by that government to request, offer, or provide assistance under the terms of this Agreement. The list of authorized representatives for the participating government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each participating government.

E. **DIVISION -** the South Carolina Emergency Management Division, Office of the Adjutant General.

F. **EMERGENCY -** any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.

G. **DISASTER -** any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude as to result in a declaration of a state of emergency by a county, Governor, or the President of the United States.

H. **PARTICIPATING GOVERNMENT -** the State of South Carolina, any county, municipality, political subdivision, or emergency service entity of the State of South Carolina which executes this Mutual Aid Agreement and supplies a complete executed copy, as stated herein, to the Division.

I. **PERIOD OF ASSISTANCE -** the period of time beginning with the departure of any personnel of the Assisting Party, from any point, for the purpose of traveling to the Requesting Party in order to provide assistance, and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party, during

which the personnel of the Assisting Part are engaged in a course of conduct not reasonably necessary for their safe arrival at, or return from, the Requesting Party.

J. **WORK OR WORK-RELATED PERIOD -** any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such periods of time are rest breaks after which the personnel of the Assisting Party shall return to active work within a reasonable time. Specifically excluded from such periods of time are breakfast, lunch and dinner breaks.

K. **MAJOR DISASTER -** a disaster that will likely exceed local capabilities and require a broad range of State and Federal assistance.

SECTION 2. PROCEDURES

When a Participating Government either becomes affected by or is under imminent threat of a major disaster, it may invoke emergency-related mutual aid assistance either by: 1) declaring a state of local emergency and transmitting a copy of that declaration to the Assisting Party or to the Division, or 2) by orally communicating a request for mutual aid assistance to the Assisting Party or to the Division, followed as soon as practicable by written confirmation of said request. Mutual aid shall not be requested by any Participating Government unless resources available within the stricken area are deemed inadequate by that Participating Government. Municipalities shall coordinate requests for State or Federal assistance with their County Emergency Management Agencies. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the County Emergency Management Agency. Requests for assistance may be communicated either to the Division or directly to an Assisting

Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement for the provision of assistance related to emergencies or disasters, in which case a Participating Government may request assistance related to any disaster or emergency, pursuant to the provisions of this Agreement.

A. **REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the authorized representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between Requesting Party and Assisting Party. Each party shall be responsible for keeping the Division advised of the status of the response activities.

B. **REQUESTS ROUTED THROUGH, OR ORIGINATING FROM, THE DIVISION:** The Requesting Party may directly contact the Division, in which case it shall provide the Division with the information in paragraph C below. The Division may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Division shall not be responsible for costs associated with such indirect requests for assistance, unless the Division so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall the Division or the State of South Carolina be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this agreement.

C. **REQUIRED INFORMATION:** Each request for assistance shall be accompanied by the following information to the extent known:

1. A general description of the damage sustained;

2. Identification of the emergency service function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the type of assistance needed;

3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed;

4. The amount and type of personnel, equipment, materials, and supplies needed, and a reasonable estimate of the length of time they will be needed;

5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services; and

6. An estimated time and a specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party.

This information may be provided on the form attached as Exhibit B, or by any other available means. The Division may revise the format of Exhibit B subsequent to the execution of this Agreement, in which case it shall distribute copies to all Participating Governments.

D. **ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE:** When contacted by a Requesting Party or the Division, the

authorized representatives of any Participating Government agree to assess their government's situation to determine availability of personnel, equipment, and other resources. All Participating Governments shall render assistance to the extent that personnel, equipment, and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the authorized representative determines that his Participating Government has available personnel, equipment, or other resources, the authorized representative shall so notify the Requesting Party or the Division, whichever communicated the request, and provide the information below. The Division shall, upon response from sufficient participating parties to meet the needs of the Requesting Party, notify the authorized representative of the Requesting Party and provide them with the following information to the extent known:

1. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party;

2. The estimated length of time the personnel, equipment, and materials will be available;

3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;

4. The name of the person or persons to be designated as supervisory personnel; and

5. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the Requesting Party.

E. **SUPERVISION AND CONTROL:** The personnel, equipment and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area

in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall provide work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, based on task or mission assignments provided by the Requesting Party and the Division. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party and the Division. At least twenty-four hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party, unless such notice is not practicable, in which case such notice as is reasonable shall be provided.

F. **FOOD; HOUSING; SELF-SUFFICIENCY:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

G. **COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

H. **RIGHTS AND PRIVILEGES:** Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation incidental to, their employment.

I. **WRITTEN ACKNOWLEDGMENT:** The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered, setting forth the information transmitted in the request, and shall transmit it by the quickest practical means to the Requesting Party or the Division, as applicable, for approval. The form to serve as this written acknowledgment is attached as Exhibit C. The Requesting Party/Division shall respond to the written acknowledgment by executing and returning a copy to the Assisting Party by the quickest practical means, maintaining a copy for its files.

SECTION 3. REIMBURSABLE EXPENSE

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties, and specified in the written acknowledgment executed in accordance with paragraph I., Section 2, of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all reimbursable expenses.

A. **PERSONNEL:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including but not limited to employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the South Carolina Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their respective employees.

B. **EQUIPMENT:** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or State hourly rate, or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in a safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party, and by the amount of any insurance proceeds received by the Assisting Party.

C. **MATERIALS AND SUPPLIES:** The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in Section 3, B. above, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be done so in writing and transmitted to the Division.

D. **RECORD KEEPING:** The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Division using the format used or required by FEMA publications, including 44 CFR, Part 13, and applicable Office of Management and Budget Circulars. Requesting Party and Division finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.

E. **PAYMENT:** Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph I, Section 2, or a subsequent written addendum to the acknowledgment, the Assisting Party shall bill the Requesting Party for all reimbursable expenses, with an itemized notice, as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 CFR, Part 206. The Requesting Party shall pay the

bill, or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.

SECTION 4. INSURANCE

Each Participating Government shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. If a Participating Government is insured, its file shall contain a letter from its insurance carrier authorizing it to provide and receive assistance under this Agreement, and indicating that there will be no lapse in its insurance coverage, either on employees, vehicles, or liability. If a Participating Government is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. A copy of the insurance carrier's letter or the resolution of self-insurance shall be attached to the executed copy of this Agreement which is filed with the Division. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement. The amount of reimbursement from the Requesting Party shall be reduced by the amount of any insurance proceeds to which the Assisting Party is entitled as a result of losses experienced in rendering assistance pursuant to this Agreement.

SECTION 5. LIABILITY

To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions,

and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

SECTION 6. LENGTH OF TIME FOR EMERGENCY

The duration of such state of emergency declared by the Requesting Party is limited to seven (7) days. It may be extended, if necessary, in seven (7) day increments.

SECTION 7. TERM

This Agreement shall be in effect for one (1) year from the date hereof and is renewed automatically in successive one (1) year terms unless terminated upon sixty (60) days advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, South Carolina Emergency Management Division, Office of the Adjutant General, Columbia, South Carolina, which shall provide copies to all other Participating Governments. Notice of termination shall not relieve the withdrawing Participating Government from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until sixty (60) days after notice thereof has been sent by the Director, South Carolina Emergency Management Division, Office of the Adjutant General, to all other Participating Governments.

SECTION 8. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution thereof.

SECTION 9. ROLE OF SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

The responsibilities of the South Carolina Emergency Management Division, Office of the Adjutant General, under this Agreement are to: 1) request mutual aid on behalf of a

Participating Government, under the circumstances identified in this Agreement; 2) coordinate the provision of mutual aid to a requesting party, pursuant to the provisions of this Agreement; 3) serve as the eligible entity for requesting reimbursement of eligible costs from FEMA, upon a Presidential disaster declaration; 4) serve as central depository for executed Agreements; 5) maintain a current listing of Participating Governments with their authorized representative and contact information, and to provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year.

SECTION 10. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements or inter-local agreements, those parties agree that said agreements are superseded by this Agreement only for emergency management assistance and activities performed in major disasters, pursuant to this Agreement. In the event that two or more parties to this Agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the date set forth below:

ATTEST:
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

COUNTY OF
SOUTH CAROLINA

By: _____
Chairman/Administrator

APPROVED AS TO FORM:
Office of the County Attorney

By: _____

EXECUTED BY THE FOLLOWING PARTICIPATING LOCAL GOVERNMENTS IN _____, COUNTY (attached authorizing resolution or ordinance and insurance letter or resolution for each).

_____ , by	_____	_____
Jurisdictional Subdivision	Authorized Official	Date
_____ , by	_____	_____
Jurisdictional Subdivision	Authorized Official	Date
_____ , by	_____	_____
Jurisdictional Subdivision	Authorized Official	Date
_____ , by	_____	_____
Jurisdictional Subdivision	Authorized Official	Date
_____ , by	_____	_____
Jurisdictional Subdivision	Authorized Official	Date
_____ , by	_____	_____
Jurisdictional Subdivision	Authorized Official	Date

ACKNOWLEDGED AND AGREED BY THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION, OFFICE OF THE ADJUTANT GENERAL,

By: _____ , _____
Director *Date*

STATEWIDE MUTUAL AID AGREEMENT
EXHIBIT A: AUTHORIZED REPRESENTATIVES

Date: _____

Name of Government: _____

Mailing Address: _____

City, State, Zip: _____

Authorized Representatives to Contact for Emergency Assistance:

Primary Representative:

Name: _____

Title: _____

Address: _____

Day Phone: ( ) _____ Night Phone: ( ) _____

FAX No.: _____

1st Alternate Representative:

Name: _____

Title: _____

Address: _____

Day Phone: ( ) _____ Night Phone: ( ) _____

2nd Alternate Representative:

Name: _____

Title: _____

Address: _____

Day Phone: ( ) _____ Night Phone: ( ) _____

EXHIBIT B: REQUIRED INFORMATION

Each request for assistance shall be accompanied by the following information, to the extent known:

1. General description of the damage sustained:

2. Identification of the emergency service function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building, inspection, planning, and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the particular type of assistance needed:

3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, portable water, streets, or storm water systems) and the type of work assistance needed:

_____

_____

_____

_____

_____

4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed:

_____

_____

_____

_____

_____

5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services:

_____

_____

_____

_____

EXHIBIT B - REQUIRED INFORMATION (continued)

6. An estimated time and specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party.

_____

_____

_____

_____

_____

STATEWIDE MUTUAL AID AGREEMENT

EXHIBIT C: ACKNOWLEDGMENT

To be completed by each Assisting Party.

NAME OF ASSISTING PARTY: _____

AUTHORIZED REPRESENTATIVE: _____

CONTACT NUMBER/PROCEDURES: _____

1. Assistance to be provided:

Resource Type	Amount	Assignment	Est. Time of Arrival

2. Availability of additional resources:

_____

_____

_____

3. Time limitations, if any:

_____

_____

_____

ORDINANCE NO. _____

AN ORDINANCE DECLARING CERTAIN REAL PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING BEAUFORT COUNTY ADMINISTRATION TO TRANSFER REAL PROPERTY IDENTIFIED AS TMP: R120 008 000 0210

WHEREAS, Beaufort County is the owner of real property located at 1603 Ivy Lane, Beaufort, South Carolina specifically identified a TMP: R120 008 000 0210; and

WHEREAS, the property was previously utilized by Beaufort County Disabilities and Special Needs as a housing facility; and

WHEREAS, Beaufort County Disabilities and Special Needs discontinued the use of the property, thereby leaving the property unoccupied; and

WHEREAS, an appraisal conducted on June 10, 2014 stated that while there was no apparent friable asbestos observed, that all or part of the improvements were constructed before 1979 when asbestos was a common building material; and

WHEREAS, based on the appraisal dated June 10, 2014 the property is in need of certain remediation; and

WHEREAS, LowCountry Habitat for Humanity is a non-profit corporation located in Beaufort, South Carolina that seeks to provide affordable housing for Beaufort County citizens; and

WHEREAS, Beaufort County Council has determined that it is in the best interests of the citizens of Beaufort County to declare the above-described property as surplus property and to transfer the property to LowCountry Habitat for Humanity for remediation and the promotion of affordable housing; and

WHEREAS, S.C. Code Ann. § 4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by the adoption of an Ordinance by Beaufort County Council.

NOW, THEREFORE, Be it Ordained by Beaufort County Council, that the above-described property is declared surplus property and the County Administrator is hereby authorized to transfer the property identified as TMP: R120 008 000 0210 to LowCountry Habitat for Humanity for remediation and the promotion of affordable housing.

ADOPTED BY BEAUFORT COUNTY COUNCIL, BEAUFORT, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:_____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

_____
Thomas J. Keaveny, II, County Attorney

ATTEST:

_____
Suzanne M. Rainey, Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third and Final Reading: