

# AGENDA ITEM:

## XII

New Business item F



## *Jasper County Emergency Services*

*1509 Grays Hwy (P.O.B. 1509)*

*Ridgeland, SC 29936*

*Office: 843-726-7607 Fax: 843-726-7966*

*Chief Russell W. Wells, Director*



1, December 2021

To: Honorable County Council

Re: Motorola public safety radio service agreement

Dear Council Members,

Jasper County Public Safety radios operate within the South Carolina Palmetto 800 radio system. This radio system is owned by Motorola Solutions in public/private partnership with the State of South Carolina. The 911 Communications Division's radio consoles are tied back into this system via a fiber connection to the core of this statewide system. Just like most information and technology networks like our own county network there is hardware and software that requires system maintenance, up-keep, 24x7 monitoring, & network security.

When we purchased replacement radios a few years ago this service agreement was covered in a financed capital outlay project until the total investment was paid in full. The radios have been paid in full and this is an annual cost that is necessary for connectivity back to the state's public safety radio core. The now separated annual agreement exceeds the administrator's authority to sign under procurement policy. We humbly request your approval to enable the administrator to sign this budgeted service agreement in the amount of \$36,288.47.

Sincerely,

Russell W. Wells



***MOTOROLA SOLUTIONS***

**MOTOROLA CUSTOMER SUPPORT PLAN**

Prepared For:

**JASPER COUNTY SOUTH CAROLINA**

**JASPER COUNTY S CAROLINA PO BOX**

**1149**

**RIDGELAND, SC 29936**

## **TABLE OF CONTENTS**

1. Introduction
2. Glossary of Terms
3. Warranty and/or Service Information
4. Contacts Details: Customer & Motorola Solutions
5. List of Available Services
6. How to Obtain Services with Site Summary
7. Case Notifications Contacts

## **1. Introduction**

Your Customer Support Plan contains everything you need to know to take advantage of the services provided in your contract. This support plan was designed to help transition you from the pre-sales, staging, and installation phases to the delivery of life cycle support services for your system. Motorola supports your communication system with several expert service groups, each performing a specific function and working together to provide you with fast response and quick closure to issues.

The Terms and Conditions of customer contract agreement will take precedence over this Customer Support Plan. In case of any contradiction, please contact the Motorola representative(s)

Please take a moment to review this Customer Support Plan. Your Customer Support Manager can answer any further questions you may have.

## 2. Glossary of Terms and Acronyms

Case Number	The number assigned to a customer's request for service. The Call Center electronically tracks all Case Numbers to assure customer satisfaction.
CSM	Customer Support Manager
CSP	Customer Support Plan
ETA	Estimated time of arrival is an estimate of when the field technician will arrive at the customer's site.
FRU	A Field Replaceable Unit which is any module or board which can be removed from a piece of fixed equipment and exchanged with an identical module or board.
IDO	Infrastructure Depot Operations
Local Service Provider	A Customer authorized service provider or a Motorola Field Technical Representative
MSD	Motorola Service Desk
Response	Response times are defined as having an on-site technician, or a remote systems support specialist having taken assignment of the issue and working on the system.
RSC	Radio Service Center – Subscriber repair center
SCC	System Component Center - Systems Repair Center
SSC	System Support Center
Severity	Each incoming call is assigned a severity level of Severity One, Two, Three and Four. Severity levels determine the Response Time Commitments.

### **3. Warranty and/or Service Agreement Information**

Customer Number: 1036089185

Billing Tag : 0002

#### **Service Agreement Information**

Service Agreement number : USC000003140

Service Agreement Modifier : R01-JULY-2021

Service Agreement start date: 01-JUL-2021

Service Agreement end date : 30-JUN-2022

## 4. Motorola Solutions and Customer Contacts

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of your support contract (maintenance or warranty) by serving in the role of customer advocate. They serve as a point of contact for issue resolution and escalation, monitoring of our contractual performance, providing review and analysis of process metrics and fostering a relationship for continuous improvement with customers.

Any changes to the information in this document should be communicated to your Customer Support Manager as soon as possible.

Your Customer Support Manager is	Raven Mcconnaghy
Phone:	+1 (803) 518-1691
Email:	ARR097@motorolasolutions.com

### **Account Manager**

Your Account Manager serves as your contact for information on new products and services, expansion of communications to meet growth needs for your organization, and ensure your satisfaction

Your Account Manager is:	
Phone:	
Email:	



**Key Customer Contacts**

Please contact CSM if any of the information provided below has changed.

**Primary Address:**

Jasper County South Carolina  
Jasper County S Carolina, Po Box 1149  
Ridgeland, SC 29936

**Customer Communications Director:**

**Service Escalations:**

**Customer Technician Dispatch Contacts:**

**Technician Contacts:**

**Security Update Service Notifications:**

Primary: Russell Wells  
Phone : (843) 726-7607  
Email : [rwells@jaspercountysc.gov](mailto:rwells@jaspercountysc.gov)

**ECase Management:**

Name : Russell Wells  
Phone : (843) 726-7607  
MOL ID:  
Email : [rwells@jaspercountysc.gov](mailto:rwells@jaspercountysc.gov)

## **5. Overview of Service Descriptions**

This section briefly describes the services **JASPER COUNTY SOUTH CAROLINA** will receive under your contract. For further details, on the terms of your contract or your contracted Statement of Work, please contact your Customer Support Manager or Account Manager.

System Advanced Services

## 6. How to Obtain Contracted Sold Services

Service Calls will be used for many customer initiated requests. The information provided during the service call will be type of request.

### To Place a Service Call...

Step	What you need to do:	Information to Provide
1	Call Motorola Call Center Operations	800-323-9949
2	Provide Your Customer Name	JASPER COUNTY SOUTH CAROLINA
3	Type of Request	"I would like to open a service call" : Incident/Service Request /Technical Question
4	Provide System & Site ID #	Refer to Site Summary
5	Identify the Severity Level	See Severity Table below
6	Your Name and Telephone Number	
7	Description of the Issue	As detailed as possible.
8	Record the Service Case Number provided to you by the Customer Support Representative for service call tracking purposes.	
	If on site support is required to resolve the service request, the Customer Support Representative will dispatch the appropriate local field service provider.	
	<b>To inquire on the Status of a Service Call...</b>	
1	Call Motorola Call Center Operations	800-323-9949
2	Provide Your Customer Name	JASPER COUNTY SOUTH CAROLINA
3	Provide Type of Request	"I would like to check on the status of a Issue."
4	The Service Case number assigned at the time the service call was opened.	The number you documented in Step #8

## Priority Level Definitions

<b>Priority Level Matrix</b> These definitions are different based on technology and geography – Kindly check with local operations team to get the definitive list	
<b>Incident Priority</b>	<b>Definition</b>
Critical – P1	<p>Core: Core server or core link failure. No redundancy available.</p> <p>Sites/ Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater.</p> <p>Consoles: More than 40% of a site's console positions down.</p> <p>Conventional Channels: Conventional Channel Gateways (CCGW) down without redundancy available.</p> <p>Security Features: Security is non-functional or degraded.</p> <p>Alarm Events: Door, motion, intrusion, power failure, or environmental alarms triggered.</p>
High – P2	<p>Core: Core server or link failures. Redundancy available.</p> <p>Consoles: Between 20% and 40% of a site's console positions down.</p> <p>Sites/ Subsites: One RF site or up to 10% of RF sites down, whichever is greater.</p> <p>Conventional Channels: Up to 50% of CCGWs down. Redundancy available.</p> <p>Network Elements: Site router, site switch, or GPS server down. No redundancy available</p>
Medium – P3	<p>Consoles: Up to 20% of a site's console positions down.</p> <p>Conventional Channels: Single channel down. Redundancy available.</p> <p>Network Elements: Site router/switch or GPS server down. Redundancy available.</p>
Low – P4	<p>Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).</p>

**NOTE:** The above priority level definitions do NOT apply to the Managed ISSI service. Please refer to the Managed ISSI Statement of Work (SOW) for applicable severity definitions

## **7. Case Notifications Contacts**

The following persons at JASPER COUNTY SOUTH CAROLINA will be notified when the following events occur on a Case:

### **Open and Closure only**

Name: Russell Wells  
Email: [rwells@jaspercountysc.gov](mailto:rwells@jaspercountysc.gov)

**Network Preventative Maintenance Schedule**

<b>System Name</b>	<b>NPM Date</b>
SZ01D91D15	APR-2022

### SSC Site Summary with Services

SITE ID	SITE NAME	SITE ADDRESS	SERVICE PROVIDER	T S	O I R P	D I S	A E	N S M	N P M 1	I R	S U S	R S U S	N M
SZ01D91D15	JASPER COUNTY DISPATCH	JASPER COUNTY S CAROLINA, 1509 GRAYS RD, RIDGELAND, SC 29936	Mobile Communications America Inc Beaufort, SC	X	X	X	X	X	X	X	X	X	X

Acronym	Meaning
AE	Advance Exchange
DIS	Dispatch
IR	Infrastructure Repair
NM	Network Monitoring
NPM1	Network Preventive Maintenance - Level 1
NSM	Network Security Monitoring
OIRP	Onsite Infrastructure Response- Premier
RSUS	Remote Security Update Service
SUS	Security Update Service
TS	Technical Support



# SERVICE AGREEMENT

500 W Monroe St  
Chicago, IL 60661  
(800) 247-2346

Contract Number: USC000003140  
Contract Modifier: R01-JULY-2021

Date: 15-SEP-2021

Company Name: Jasper County South Carolina  
Attn.: Russell Wells  
Billing Address: Jasper County S Carolina Po Box 1149  
City, State, Zip Code: Ridgeland, SC 29936  
Customer Contact: Russell Wells  
Phone: (843) 726-7607

P.O.#: N/A  
Customer #: 1036089185  
Bill to Tag#: 0002  
Contract Start Date: 01-JUL-2021  
Contract End Date: 30-JUN-2022  
Payment Cycle: ANNUALLY  
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	LSV01S01109A	***** Recurring Services ***** ASTRO SYSTEM ADVANCED PLUS PACKAGE	\$2,093.75	\$25,125.00
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00	\$0.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$76.92	\$923.03
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$897.85	\$10,774.24
Sub Total			\$3,068.52	\$36,822.27
Taxes			\$0.00	\$0.00
Grand Total			\$3,068.52	\$36,822.27
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA SOLUTIONS	

Subcontractor(s)	City	State
Technical Support Operations	Schaumburg	IL
Mobile Communications America Inc	Beaufort	SC
SSC Network Security	Schaumburg	IL
T4 SUA FIELD IMPLEMENTATION	Lawrenceville	GA
Network Management Operations	Schaumburg	IL
NIO SSA Team	Schaumburg	IL
Call Center Operations	Schaumburg	IL
Worldwide Tech Ed.	Schaumburg	IL
Infrastructure Depot Operations IDO	Elgin	IL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



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AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME)

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MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
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RAVEN MCCONNAGHY

---

MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE
--------------------------------------	-------

Company Name : Jasper County South Carolina  
Contract Number : USC000003140  
Contract Modifier : R01-JULY-2021  
Contract Start Date : 01-JUL-2021  
Contract End Date : 30-JUN-2022

## **Service Terms and Conditions**

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1. APPLICABILITY**

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2. DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3. ACCEPTANCE**

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4. SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

Revised June 16, 2018

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15. COVENANT NOT TO EMPLOY**

Revised June 16, 2018

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

#### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

#### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9. This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

# AGENDA ITEM:

## XII

New Business item G



## Jasper County Finance Department

358 Third Avenue, Post Office Box 1149  
Ridgeland, South Carolina 29936  
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA  
Director of Administrative Services  
[kburgessr@jaspercountysc.gov](mailto:kburgessr@jaspercountysc.gov)

### Jasper County Council Bid Presentation Tarboro Community Center Roof Bids

<b>Meeting Date:</b>	December 6, 2021
<b>Subject:</b>	Bid presentation for Tarboro Community Center Roof
<b>Recommendation:</b>	Accept bid proposal from Alternative Roofing Solutions
<b>Submitted for:</b>	Council to accept the bid proposal submitted by Alternative Roofing Solutions in the amount of \$37,700

**Description:** Jasper County advertised for sealed bids for the replacement of the roof at the Tarboro Community Center. The bids were due to the County at 3 PM on November 10, 2021. Four bids were received timely and two were compliant with bid requirements. The perceived low bidder of the two compliant bids is Alternative Roofing Solutions, Ridgeland, SC for a total of \$37,700.

**Recommendation:** Staff recommends that the Council accept the bid proposal submitted by Alternative Roofing Solutions for \$37,700 and authorize Mr. Fulghum to execute all necessary documents. This bid is a re-bid and is budgeted as a carry-forward from the prior fiscal year.

**Attachments:**

Bid Tabs  
Alternative Roofing Solutions bid  
Action Roofing bid  
Associates Roofing & Construction, Inc.  
Reliable Roofing & Repairs, LLC  
Advertisement for Bid  
Bid Notice



# Jasper County Bid Sheet

Tarboro Re-Roof

11/10/2021 3:00 PM

Company Name	Address	Amount of Bid	Remarks/Total
Action Roofing		\$12,000.00	29 gwa g ←
Alternative Roofing Solutions		\$37,700.00	
Associates Roofing & Construction, Inc.		\$56,650.00	
Reliable Roofing & Repairs, LLC		\$31,300.00	<del>Won</del> won original bid had to cancel contract because he could not deliver

Kimberly Burger





# Jasper County Bid Sheet

Tarboro Roof Re-Bid

November 10, 2021

Company Name	Address	Amount of Bid	Remarks/Total
Action Roofing (Harry Seckow)	35 Caffew Bay Rd. Tillman, SC	\$12,000	27 gauge quote
Alternative Roofing Solutions (David Tifton)	326 Brown's Cove Rd. Suite E Ridgeland, SC	\$37,700	
Associate's Roofing & Construction (Calvin Mason)	1135 Burgess Rd. Murrell's Inlet, SC	\$56,650	
Reliable Roofing (Eric Stover)	2409 - A Neal Switch Camden, SC 29220	\$31,300	won original bid but could not deliver on original contract

Johnny M. Jones



# ALTERNATIVE ROOFING SOLUTIONS

Where the solution to your roofing needs is **ARS** to find...

11/10/2021

**Attn: Tarboro Community Center  
370 Pinehaven Drive  
Tillman, Sc 29943**

## Proposal

**We propose to furnish all materials, labor, equipment and supervision for the above-mentioned project for the following scope of work:**

*Scope of work: Remove & Replace Shingle Roof System with a 5V Crimp Metal Roof System*

- I. Removal and complete disposal of existing roof system down to the existing wood deck.
- II. Removal and replacement of any damaged plywood or fascia boards.
- III. Remove and Reinstall Exhaust Fans with the proper framing.
- IV. Furnish and install Felt Buster Synthetic Underlayment to entire roof area.
- V. Furnish and install peel and stick ice and water shield to eaves, and valleys.
- VI. Furnish and install 26 Gauge 5V Crimp Metal Roof System and all associated trim as described in manufacturer's specifications and details.
- VII. Upon completion the owner shall receive a 5-year contractor's warranty on workmanship and a 30-year manufacturer's finish warranty.
- VIII. Jobsite will be left in a neat and orderly fashion.
- IX. Terms: Scheduled Billing

**Total Investment.....\$37,700.00**  
**Thirty Seven Thousand Seven Hundred Dollars.....**

**We appreciate the opportunity to earn your business. We can assure you that quality of work is our primary focus and shall not be compromised on any and all projects.**

**Signature of Acceptance \_\_\_\_\_ Date \_\_\_\_\_**

Highest Regards,  
David Tilton Jr, Business Development  
Alternative Roofing Solutions  
326 Brown's Cove Rd. Suite E  
Ridgeland, SC 29936  
843-645-8377 office  
843-575-3322 cell

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

H. Thomas Dawkins, Raymond J. Garruto, Bradford W. Gibson, Martin D. Pallazza, Debra S. Ritter, Angela Y. Buckner, Wendy E. Lahm, Jenny Snell, Robert C. Tresher

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 24<sup>th</sup> day of August, A.D. 2020.

SURETEC INSURANCE COMPANY

By: Michael C. Keimig  
Michael C. Keimig, President

State of Texas                      ss:  
County of Harris



On this 24<sup>th</sup> day of August, A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Tanya Sneed  
Tanya Sneed, Notary Public  
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect, and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 10<sup>th</sup> day of November, 2021, A.D.

M. Brent Beaty  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 3310008  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

# AIA<sup>®</sup> Document A310™ – 2010

## **Bid Bond**

### **CONTRACTOR:**

*(Name, legal status and address)*  
Alternative Roofing Solutions, Inc.  
2216 Graham Park Drive  
Charlotte, NC 28273

### **SURETY:**

*(Name, legal status and principal place of business)*  
SureTec Insurance Company  
2103 CityWest Boulevard, Suite 1300  
Houston, TX 77042

### **OWNER:**

*(Name, legal status and address)*  
Jasper County, SC

**BOND AMOUNT:** \$ Five Percent of Amount Bid (—5%—)

### **PROJECT:**

*(Name, location or address, and Project number, if any)*  
New Roof for the Jasper County Terboro Community Center  
347 Pinehaven Drive, Tillman, SC

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Int.

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User Notes:

(1986302256)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of November, 2021

Melissa W. Whitford  
(Witness)

Jenny Snell  
(Witness) Jenny Snell

Alternative Roofing Solutions, Inc.  
(Contractor as Principal) (Seal)

Scott Mullen  
(Title) Scott Mullen

Sure-Ten Insurance Company  
(Surety) (Seal)

Angela Y. Buckner  
(Title) Angela Y. Buckner, Attorney-in-Fact



# ACTION ROOFING

(Licensed/bonded/Insurance)

"Do Good and Good Will Come to You"

Date: October 13, 2021

**Harry Jackson (owner)**  
3529 Call Pen Bay  
Pineland, SC 29934  
Hm. (843) 726-6267 Cell/Wrk (843) 258-8210  
Fax (843) 726-7907  
Email: [loxcenia.jackson2@aol.com](mailto:loxcenia.jackson2@aol.com)

To **Kimberly Burgess, Director of Administrative Services Jasper County**  
**New Roof Tarboro Community Center**  
**Jasper County, South Carolina 29936**

Ph.

### Description of Work

#### 40 yr. 29 Gage Metal over Shingles

- **Replace Fascia Board (where needed)**
- **Replace Damaged Wood**
- **Install Felt (where needed)**
- **Install New Pipe Flashing**
- **Install Air Vents**
- **Install 1x4 Board**
- **3 yr. Warranty**
- **Clean up Daily**

Total Price Labor/Material \$12,000.00

Down Payment \$6,000.00

Balance Due \$6,000.00

Initial Amt. Received

\_\_\_\_\_ Cash \_\_\_\_\_

\_\_\_\_\_ Check(s) \_\_\_\_\_

\_\_\_\_\_

x   
\_\_\_\_\_ **Harry Jackson**

x \_\_\_\_\_  
\_\_\_\_\_ **Client**

**Thank You for Your Business!**  
**Make all Checks Payable to Harry Jackson or Action Roofing**

~PROPOSAL~

ARC INCORPORATED

1135 BURGESS RD.-MURRELLS INLET, SC 29576  
PHONE: (843) 357-0061 • FAX: (843) 357-0053

Proposal #

Date:

11/10/2021

PROPOSAL SUBMITTED TO:

Name: Jasper County  
Kimberly Burgess  
Attn: Director of Administrative Services  
Address: Jasper County  
358 Third Avenue, Ste. 304  
City, State: Ridgeland, SC 29936

WORK TO BE PERFORMED AT:

Address: 347 Pinehaven Drive,  
City, State: Tillman, SC 29943

Approx. Start Date:

*We hereby submit specifications and estimates for:*

SCOPE OF WORK FOR : Tarboro Community Center

ARC will replace the roof for the Tarboro Community Center located at 347 Pinehaven Drive, Tillman, SC 29943 with a 26\_\_gauge metal roofing system. This building is approximately 40 x 60 feet with a 5:12 pitch roof.

Scope of Work to be Covered;

- Ⓢ Display caution tape for work area safety
- Ⓢ Park vehicles / dump trailers on playground side of building
- Ⓢ Remove and dispose of existing shingles
- Ⓢ Remove and dispose of old ply boards and install new ply boards
- Ⓢ Remove and Re\_\_install exhaust fans on top of existing roof joists
- Ⓢ Re\_\_flash walls and exhaust fan curbs
- Ⓢ Install new pipe boots on plumbing extrusions
- Ⓢ Install synthetic moisture barrier (underlayment)
- Ⓢ Install ice and water moisture barrier in valleys
- Ⓢ Install metal drip edge to the perimeter
- Ⓢ Install 26 gauge metal roofing system
- Ⓢ Install new 1 x 6 fascia boards around perimeter
- Ⓢ Upon completion ensure area around the building is clear of all debris
- Ⓢ 30 year manufacturer's finish warranty
- Ⓢ Contractor's warranty on workmanship

Note: ARC shall provide on site superintendent, temporary facilities necessary, dumpsters, landfill, etc.. for a turn key project.

*In the event payment is not received when due, Contractor shall be entitled to interest at the rate of 8% per year (1/12% per month) together with all costs of collection, including reasonable attorneys fees*

*We Purpose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:*

\$ 56,650

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature: 

Note: This proposal may be Withdrawn by us if not accepted within 10 days.

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

**BID BOND**

AMCO Insurance Company  
Nationwide Mutual Insurance Company  
Allied Property & Casualty Insurance Company  
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006  
(866) 387-0457

**CONTRACTOR:**  
ASSOCIATES ROOFING & CONSTRUCTION, INC.

**SURETY:**  
Nationwide Mutual Insurance Company

**OWNER:** JASPER COUNTY

**BOND AMOUNT:** 5% OF PRINCIPAL'S BID

**PROJECT:**  
New Roof, Jasper County Tarboro Community Center

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of November, 2021

*[Handwritten Signature]*  
\_\_\_\_\_  
(Witness)

ASSOCIATES ROOFING & CONSTRUCTION, INC.  
(Principal) \_\_\_\_\_ (Seal)

*[Handwritten Signature]*  
\_\_\_\_\_  
(Title)

Nationwide Mutual Insurance Company  
(Surety) \_\_\_\_\_ (Seal)

*[Handwritten Signature]*  
\_\_\_\_\_  
(Witness)

*[Handwritten Signature]*  
\_\_\_\_\_  
(Title) Sara Jo Kent Attorney-in-Fact





KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:  
DONNA B DUPRE; SARA JO KENT; WILLIAM L TURBEVILLE;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00)**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur  
Notary Public, State of New York  
No. 02MC6270117  
Qualified in New York County  
Commission Expires October 19, 2024

Notary Public  
My Commission Expires  
October 19, 2024

**CERTIFICATE**

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 10 day of November 2021.

Assistant Secretary

# Reliable Roofing & Repairs, LLC

Since 2005

General Contractor License #G114138

Specialty Roofing/Interior Renovations

## Bid Proposal 21-BP083

**Project:** Tarboro Community Center Roof

**Location:** 347 Pinehaven Dr, Tillman, SC 29943

**Today's Date:** 11/9/2021

### Scope of Work

- Display caution tape for work area safety
- Park vehicles/dump trailers on playground side of building
- Remove and dispose of existing shingles
- Remove and dispose of old ply boards and install new ply boards
- Remove and Re-install exhaust fans on top of existing roof joints
- Re-flash walls and exhaust fan curbs
- Install new pipe boots on plumbing extrusions
- Install synthetic moisture barrier (underlayment)
- Install ice and water moisture barrier in valleys
- Install metal drip edge to the perimeter
- Install 26 gauge metal roofing system
- Install new 1 x 6 fascia boards around perimeter
- Upon completion ensure area around the building is clear of all debris
- 30 year manufacturer's finish warranty
- Provide a 5 year workmanship warranty against leaks

PRICE: \$31,300.00 Labor and Materials

Please call Eric Stover at 803-354-0680 with any questions or concerns.

### Acceptance of Proposal:

---

Customer

---

Date

---

Reliable Roofing & Repairs

---

Date

2409-A Neal Switch Rd, Camden, SC 29020  
Phone: 803-354-0680      [reliableroofingsc@gmail.com](mailto:reliableroofingsc@gmail.com)



Beaufort Gazette  
 Belleville News-Democrat  
 Bellingham Herald  
 Bradenton Herald  
 Centre Daily Times  
 Charlotte Observer  
 Columbus Ledger-Enquirer  
 Fresno Bee

The Herald - Rock Hill  
 Herald Sun - Durham  
 Idaho Statesman  
 Island Packet  
 Kansas City Star  
 Lexington Herald-Leader  
 Merced Sun-Star  
 Miami Herald

El Nuevo Herald - Miami  
 Modesto Bee  
 Raleigh News & Observer  
 The Olympian  
 Sacramento Bee  
 Fort Worth Star-Telegram  
 The State - Columbia  
 Sun Herald - Biloxi

Sun News - Myrtle Beach  
 The News Tribune Tacoma  
 The Telegraph - Macon  
 San Luis Obispo Tribune  
 Tri-City Herald  
 Wichita Eagle

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
66597	155268	Print Legal Ad - IPL0045484		\$55.40	1	12 L

**Attention:** Lisa Wagner  
 Jasper County Planning & Building Services  
 358 Third Avenue  
 Ridgeland, South Carolina 29936

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received for a New Roof for the Jasper County Tarboro Community Center, by Jasper County, South Carolina, until the 10th day of November 2021 at 3:00 PM, at which time all bids received timely will be opened. Information may be found on the Jasper County's Vendor Registry webpage, a link to which may be found under "What's New", Bids & Solicitations", on the County's website at [www.jaspercountysc.gov](http://www.jaspercountysc.gov).  
 IPL0045484  
 Oct 19 2021

STATE OF )  
 SOUTH CAROLINA ) AFFIDAVIT  
 COUNTY OF BEAUFORT )

I, Amy Robbins, makes oath that the advertisement, was published in The Island Packet and The Beaufort Gazette, a newspaper published in Beaufort County, State and County aforesaid, in the issue(s) of

No. of Insertions: 1  
 Beginning Issue of: 10/19/2021  
 Ending Issue of: 10/19/2021

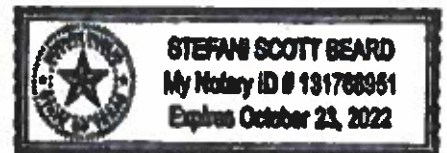
*Amy Robbins*

Amy Robbins

Sworn to and subscribed before me this 19th day of October in the year of 2021

*Stefani Beard*

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.  
 Legal document please do not destroy!

# NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received for a New Roof for the Jasper County Tarboro Community Center, by Jasper County, South Carolina, until the 10<sup>th</sup> day of November 2021 at 3:00 P.M. at which time all bids received timely will be opened.

If the County Government Building is closed to the public due to COVID-19, the bid opening will be held via Zoom. To be deemed “received” a bid may be submitted electronically through the County’s Vendor Registry webpage to ensure that it remains sealed until the scheduled bid opening date and time or delivered to the Director of Administrative Services at the address below. A link to Jasper County’s Vendor Registry webpage may be found under “What’s New”, Bids & Solicitations”, on the County’s website at [www.jaspercountysc.gov](http://www.jaspercountysc.gov).

Deliver hardcopies to the following address:

Kimberly Burgess  
Director of Administrative Services  
Jasper County  
358 Third Avenue, Ste. 304  
Ridgeland, SC 29936

The County’s point of contact for this project is JOHNNY DAVIS, who can be reached at (843) 247-2582.

## **Description of Work:**

Jasper County will be accepting bids to replace the roof for the Tarboro Community Center located at 347 Pinehaven Drive, Tillman, SC 29943 with a 26-gauge metal roofing system. This building is approximately 40 x 60 feet with a 5:12 pitch roof.

## **Scope of Work:**

- Display caution tape for work area safety
- Park vehicles / dump trailers on playground side of building
- Remove and dispose of existing shingles
- Remove and dispose of old ply boards and install new ply boards
- Remove and Re-install exhaust fans on top of existing roof joists
- Re-flash walls and exhaust fan curbs
- Install new pipe boots on plumbing extrusions
- Install synthetic moisture barrier (underlayment)
- Install ice and water moisture barrier in valleys
- Install metal drip edge to the perimeter
- Install 26 gauge metal roofing system
- Install new 1 x 6 fascia boards around perimeter
- Upon completion ensure area around the building is clear of all debris
- 30 year manufacturer’s finish warranty
- Contractor’s warranty on workmanship

**Bid Requirements:**

Bidders are required to provide bid security equal to five percent (5%) of the amount of the bid in the form of bond provided by a surety company authorized to business in the state of South Carolina, or the equivalent in case, or otherwise supplied in a form satisfactory to the county.

The successful bidder will be required to furnish to the Owner a Performance Bond and a Payment Bond (if the bid is greater than \$50,000), each in the amount of one hundred percent (100-percent) of the Contract Price. The successful bidder will also be required to provide a Certificate of Liability and Worker's Compensation and a completed Form W-9, and must obtain a Jasper County business license.

Each Bidder must be qualified under the provisions of the most current State of South Carolina Contractor's Licensing Law Code. No bid will be considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law. By submitting a bid Bidder is certifying that it has independently determined that its licensure is adequate to authorize it to submit the bid. A copy of the contractor's license must be submitted with proposal. The successful bidder must also possess or obtain a business license for Jasper County.

All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening. The County of Jasper (Owner) reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

# AGENDA ITEM:

## XII

New Business item H



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# JASPER COUNTY GOVERNMENT

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## Local Hospitality/Accommodations Tax Guide



November 24, 2021  
JASPER COUNTY  
358 Third Avenue, Ridgeland, SC 29936

# Local Hospitality/Accommodations Tax Guide

## Table of Contents

I. Letter to Business Owners

II. Local Hospitality/Accommodations Tax Registration Form

III. Frequently Asked Questions

IV. Local Hospitality Tax Reporting Form

V. Local Accommodations Tax Reporting Form

VI. Establishments Affected by the Local Hospitality Tax

VII. Business Change Notification Form

VIII. Local Hospitality/Accommodations Tax Exemption Form

IX. Jasper County Contact Information

X. Exhibit A – A Guide to Accommodations Tax





# Jasper County, South Carolina

RE: LOCAL HOSPITALITY/ACCOMMODATIONS TAX

Dear Business Owner:

On September 21, 1998, Jasper County Council passed an Ordinance establishing a two percent (2%) local hospitality tax on the sale of prepared meals and/or beverages within the unincorporated areas of Jasper County. The taxes are imposed on gross proceeds. The ordinance states that all affected businesses shall be responsible for collecting local hospitality taxes beginning October 1, 1998, with the exception of businesses located in the Town of Ridgeland and City of Hardeeville with an established local hospitality tax equal to or greater than 2%.

A local accommodations tax on receipts from gross proceeds from rental or accommodations furnished to transients in the amount of 3% is imposed throughout all of unincorporated Jasper County.

Enclosed, please find your Jasper County Local Hospitality/Accommodations Tax Guide. This guide provides helpful information about the local hospitality tax and the local accommodations tax which includes forms that you will need to submit your taxes. The following forms are included for your convenience:

- Local Hospitality/Accommodations Tax Registration Form
- Jasper County Hospitality Tax Reporting Form
- Jasper County Accommodations Tax Reporting Form
- Business Change Notification Form
- Local Hospitality/Accommodations Tax Exemption Form

If your establishment does not sell prepared meals and/or beverages intended for immediate consumption, please sign the attached local Hospitality Exemption Form and fax it to (843)717-3626 or mail it to Jasper County Finance, PO Box 1149, Ridgeland, SC 29936 and we will update our records.

Should you have any questions regarding the Local Hospitality Tax and/or the Local Accommodations Tax, or require further information, please feel free to visit our website at [www.jaspercountysc.gov](http://www.jaspercountysc.gov) or call 843-717-3692, and we will be glad to assist you.

Note: The Local Hospitality/Accommodations Tax Guide and writable tax reporting forms are available on our website at [www.jaspercountysc.gov](http://www.jaspercountysc.gov) under the Finance Department's webpage.

**HOSPITALITY/ACCOMMODATIONS TAX REGISTRATION FORM**

Is this a new business?  New  Existing Business Lic.# \_\_\_\_\_

Is your primary business: (check all that apply) Hospitality  Accommodations  Other \_\_\_\_\_

**Business Information**

- dba Business Name: \_\_\_\_\_
- Physical Address: \_\_\_\_\_
- Mailing Address: \_\_\_\_\_
- Date Business Opened: \_\_\_\_\_
- Work Phone: \_\_\_\_\_
- Alternative Phone: \_\_\_\_\_

**Owner Information**

- Owner: \_\_\_\_\_
- Partnership or Corporate Name (If Different): \_\_\_\_\_
- Mailing Address: \_\_\_\_\_
- Contact Number: \_\_\_\_\_
- E-mail Address: \_\_\_\_\_

**Hospitality/Accommodations Tax Responsibility**

- Name of Person Responsible for Hospitality/Accommodations Tax/Reporting and Payments: \_\_\_\_\_
- Company Name: \_\_\_\_\_
- Mailing Address: \_\_\_\_\_
- Phone: \_\_\_\_\_
- E-mail Address: \_\_\_\_\_

**Applicant Information**

**I certify that all information on this registration form, including any attachments, is true and accurate.**

Signature of Applicant: \_\_\_\_\_

Printed Name of Applicant: \_\_\_\_\_

Title of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**Please fax this form to:** Jasper County Finance (843)717-3626 or **Mail to:** Jasper County Finance, PO Box 1149, Ridgeland, SC 29936

# FREQUENTLY ASKED QUESTIONS

## 1. What is the Local Hospitality Tax?

A Local Hospitality is a Tax, not to exceed 2% percent, on the sale of prepared meals and beverages sold in establishments. The tax is authorized in Article 7 of Chapter 1 of Title 6 of the Code of Laws of South Carolina, 1976, as amended, generally referred to as the "Local Hospitality Tax Act". Jasper County Council has imposed a two percent (2%) Local Hospitality Tax to provide a dedicated source of revenue and an appropriate and efficient means of funding tourist-related programs, services, facilities, infrastructure, and capital improvement projects. It is the Council's intent to enhance the County's appeal to tourists through further development of the County as a destination for tourist related activities.

## 2. What is considered a prepared meal?

A prepared meal is any food and/or beverage, inclusive of alcoholic beverages, beer, and wine, prepared or modified by an establishment, which at the time of sale is ready for consumption.

## 3. Who is responsible for collecting and remitting the local Hospitality Tax?

Restaurants, bar, and lounges, private clubs, hotels, and motels, caterers, grocery stores, convenience stores and other establishments serving prepared food are responsible for collecting this tax from patrons and are required to remit such collections to the local government. Failure to collect taxes does not relieve any business from making the required remittances to the local government.

If a municipality within Jasper County has imposed a local hospitality tax in the amount of less than 2%, Jasper County hereby imposes a local hospitality tax in an amount sufficient to bring the total of all local hospitality taxes to 2%.

## 4. How should the tax be remitted?

Tax depending upon The Local Hospitality Tax Act requires the taxes be remitted to Jasper County on a **Monthly** basis (on or before the twentieth (20th) day of the month following the close of the period ended) when the estimated amount of average tax is more than fifty (\$50.00) dollars a month, on a **Quarterly** basis when the estimated amount is twenty-five (\$25) to fifty (\$50) dollars a month and **Annually** when the estimated amount of average tax is less than twenty-five (\$25) dollars a month. The computation form must be submitted every month even if the amount of tax your business collects is zero. There is a 5% per month penalty for failure to pay on time or for failure to pay the full amount due.

## 5. What is the Local Accommodations Tax

The rental of transient accommodations is subject to a 2% local accommodations tax in addition to the 5% sales tax (and the percentage for local tax, if applicable). If you rent out rooms or spaces at hotels, campsites, boarding houses, etc., you are required to obtain a retail license and pay sales and accommodations tax. Room rentals to the same person for at least 90 continuous days are not subject to the tax. If you rent a room in the house in which you live and it has less than six bedrooms, you are exempt from the tax. If you rent transient accommodations for no more than one week each calendar quarter, you are not required to obtain a retail license, but you still must report and pay the tax annually by April 15 of the following year unless otherwise exempted under Code Section 12-36-920 (A).

## FREQUENTLY ASKED QUESTIONS cont.

Additional guest charges such as telephone service, room service, and rental of meeting rooms are subject to the 6% sales tax. However, charges for other services such as, amenities, entertainment, special items in promotional tourist packages and other guest services are no longer listed as additional guest charges as of July 1, 2014. ST-388 is used to report your Sales, Use and Accommodations taxes and must be submitted with form ST-3T (see Guide to Accommodations Tax).

### **7. When is the Accommodations Tax return due?**

The accommodations tax return is due on or before the twentieth (20th) day of the month following the close of the period ended. To be considered timely filed, the return must be received or postmarked by the 20th of the month. If the 20th falls on a weekend or legal holiday, the return is due on the next business day.

The computation form must be submitted every month even if the amount of tax your business collects is zero. There is a 5% per month penalty for failure to pay on time or for failure to pay the full amount due.

If a municipality within Jasper County has imposed a local accommodations tax in the amount of less than 3%, Jasper County hereby imposes an accommodations tax in an amount sufficient to bring the total of all accommodation's taxes to 3%

**JASPER COUNTY SC**  
**Jasper County Hospitality Tax Form**

Per County Ordinance, a 2% Hospitality Tax on the gross proceeds for the sale of prepared food and beverages must be remitted each month to the office of the Jasper County Finance Department at P.O. Box 1149, 358 Third Ave., Ridgeland, SC 29936.

The taxes are due by the 20th of each month and cover the preceding month. You may deduct 2% of the tax collected and paid to the County by the due date to cover expenses incurred in the collection of the tax. **Failure to pay on time or failure to pay the full amount due carries a 5% per month penalty. Submit this form with your remittance and include only this remittance on your check.**

Bus. Lic. # \_\_\_\_\_ dba Business Name: \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

Return for the Period From: \_\_\_\_\_ To: \_\_\_\_\_

	<u>Hospitality Tax</u>
Gross Proceeds of Sales from prepared foods and beverages during above period:	\$ _____
<b>TAX DUE 2% of gross proceeds</b>	<b>\$ _____</b>
Discount (2% of Tax) = (If postmarked by due date)	\$ _____
Penalty (5% per month) =	\$ _____
<b>Total Submitted =</b>	<b>\$ _____</b>

I certify that the information contained in this report is true and correct.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

**Signature:** \_\_\_\_\_

**JASPER COUNTY SC**  
**Jasper County Accommodations Tax Form**

Per County Ordinance, a 3% Accommodations Tax on the gross proceeds for the rental of transient accommodations must be remitted each month to the office of the Jasper County Finance Department at P.O. Box 1149, 358 Third Ave., Ridgeland, SC 29936.

The taxes are due by the 20th of each month and cover the preceding month. You may deduct 2% of the tax collected and paid to the County by the due date to cover expenses incurred in the collection of the tax. **Failure to pay on time or failure to pay the full amount due carries a 5% per month penalty. Submit this form with your remittance and include only this remittance on your check.**

Bus. Lic. # \_\_\_\_\_ dba Business Name: \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

Return For the Period from \_\_\_\_\_ to \_\_\_\_\_

	<b><u>Accommodations Tax</u></b>
Gross Proceeds of Sales from rental of transient accommodations during above period:	\$ _____
TAX DUE 3% of gross proceeds	\$ _____
Discount (2% of Tax) = (If postmarked by due date)	\$ _____
Penalty (5% per month) =	\$ _____
<b>Total Submitted =</b>	<b>\$ _____</b>

I certify that the information contained in this report is true and correct.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

**Signature:** \_\_\_\_\_

## Establishments Affected by the Local Hospitality Tax

### Restaurants/Bars/Lounges/Private Clubs/Hotels/Motels/Caterers

All food and/or beverages sales including alcoholic beverages

### Convenience Stores/Grocery Stores/Other Food Service Establishments

All food and/or beverage sales prepared or modified and ready for consumption.

#### What items are taxed?

All food and/or beverages sale prepared or modified for immediate consumption. The following are examples of taxable items:

- Produce (Vegetables, Fruit) cut, sliced, cored, etc., or prepared/modified on site (ex. Vegetable and Fruit trays)
- Meats and cheese cut, sliced, or prepared on site (Ex. Meat and Cheese Trays)
- Salads made on site
- Sandwiches/subs prepared on site
- Bakery items cooked/bakes on site
- Coffee brewed on site
- Oven ready pizzas (including the sale of individual slices)
- Popcorn made on site
- Food and beverages prepared for catering
- Party platters
- Ice cream prepared on site
- Seafood steamed/cooked on site
- Grilled hamburgers and hot dogs, pizza, nachos, chicken, etc.
- Packaged dinners cooked on site (Thanksgiving Dinner, etc.)
- Fountain drinks, frozen drinks dispensed from a fountain machine, coffee, tea, hot chocolate, cappuccino
- Any food prepared, modified, or cooked on site by an employee or contractor
- Any prepared foods or meals that are subject to South Carolina Sales Tax
- Any served beverage, inclusive of beer, wine, and liquor

**\*This list serves as an example only and is not an all-inclusive list of taxable items.**

#### What items are exempt from the tax?

- Cold, canned, or bottled drinks
- Consolidating fruit into a basket (Fruit baskets)
- Prepackages items (not prepared or modification on site) consolidated into a larger container to make one package (Gift Basket)
- Repackaged, ready-to-consume meats, cheeses, and deli salads
- Packaged dinners that are not cooked or modified on site
- Items cooked or baked off site without modification on site.
- Ready-to-eat packaged food that a customer re-heats on site (Customer is making food consumable)
- Prepackaged cans, boxes, or jars of food
- Bags of chips, pretzels, nuts, candy, or other prepackaged snack food items
- Any alcoholic beverages, including beer and wine that are sold in cans or bottles and not intended for consumption on the premises.

**\*This list serves as an example only and is not all-inclusive list of exempt taxable items.**

# BUSINESS CHANGE NOTIFICATION FORM

Please complete the applicable information in **PRINT** and sign below.

Current Business (DBA): \_\_\_\_\_

Name: \_\_\_\_\_

Business License #: \_\_\_\_\_

Business Sold: \_\_\_\_\_

New Owners: \_\_\_\_\_

## BUSINESS PERMANENTLY CLOSED:

Date of Sale: \_\_\_\_\_

Date of Closure: \_\_\_\_\_

New Owners: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

## CHANGE OF BUSINESS LOCATION ONLY:

Date of Change: \_\_\_\_\_

New Location Address: \_\_\_\_\_

## OTHER BUSINESS CHANGES:

Date of Change: \_\_\_\_\_

New Corporation – Name: \_\_\_\_\_

Phone # or E-mail Address: \_\_\_\_\_

New Contact Person: \_\_\_\_\_

Change in Mailing Address: \_\_\_\_\_

Change in Business Name Only – New Name: \_\_\_\_\_

**The information below is required. Please sign and return.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Phone #: \_\_\_\_\_



# LOCAL HOSPITALITY/ACCOMMODATIONS TAX EXEMPTION FORM

You are exempt if, your establishment does not sell prepared meals and/or beverages intended for immediate consumption or, provide rentals to the same person for more than 90 days at a time, please sign below.

**Business Name:** \_\_\_\_\_

**Physical Address:**

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

**Telephone Number:** \_\_\_\_\_

*I certify that the above referenced establishment within Jasper County does not have for sale prepared meals and/or beverages intended for immediate consumption.*

**Signature:** \_\_\_\_\_

**Name/Title of Person Completing Form:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

Please fax this form to: Jasper County Finance at (843)717-3626 or Mail to: Jasper County Finance, PO Box 1149, Ridgeland, SC 29936

# JASPER COUNTY FINANCE CONTACT INFORMATION

Jasper County Government  
Attn: Darlene Epperson  
Accounts Payable/Receivable  
358 3<sup>rd</sup> Avenue  
PO Box 1149  
Ridgeland, SC 29936  
Telephone: (843)717-3693  
Fax: (843) 717-3626  
[depperson@jaspercountysc.gov](mailto:depperson@jaspercountysc.gov)

Jasper County Government  
Attn: Kimberly Burgess  
Director of Administrative Services and Finance  
358 3<sup>rd</sup> Avenue  
PO Box 1149  
Ridgeland, SC 29936  
Telephone: (843)717-3692  
Fax: (843) 717-3626  
[kburgess@jaspercountysc.gov](mailto:kburgess@jaspercountysc.gov)

Please visit our website at: [www.jaspercountysc.gov](http://www.jaspercountysc.gov)  
Jasper County Government

# AGENDA ITEM:

## XII

New Business item I

**INTERGOVERNMENTAL AGREEMENT BETWEEN BEAUFORT  
COUNTY, JASPER COUNTY AND CITY OF HARDEVILLE FOR SC 170  
NEAR TERM IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) by and between Beaufort County, Jasper County and City of Hardeeville is made and entered into this \_\_\_ day of \_\_\_\_\_ 2021.

WHEREAS, SC 170 between US 278 and SC 462, a 4.5-mile section of highway, has been identified as a corridor in need of improvement; and

WHEREAS, Lowcountry Area Transportation Study commissioned an access management study in 2019 for the corridor that identified the long-term, medium-term, and near-term improvements, of which the latter identified 7 projects.

WHEREAS, one of the projects, signal installation at SC 462, has already been installed by Beaufort and Jasper Counties; and

WHEREAS, the estimated construction cost of the remaining 6 projects identified in the near-term improvements is \$3 million (hereinafter “Project”), and

WHEREAS, Beaufort County has contracted for the design and permitting for the near-term improvements for a cost of \$208,000 and is committed to funding \$1.5 million of construction costs, and

WHEREAS, Jasper County is committed to funding \$1 million construction costs, and

WHEREAS, the City of Hardeeville is committed to funding \$500 thousand of construction costs, and

WHEREAS, construction expenditures for the project will be shared amongst the three parties at the pro-rated percentages as described below, and

WHEREAS, any project overruns to the project including but not limited to construction, construction administration, right-of-way acquisition, utility relocation, will be shared amongst the three parties at the pro-rated percentages as described below, and

NOW, THEREFORE, for and in consideration of the mutual covenants exchanged herein, the City and the Counties hereby agree as follows:

1. Construction will be funded by each party as follows:

\$1,500,000 - Beaufort County	(50%)
\$1,000,000 - Jasper County	(33%)
<u>\$500,000</u> - City of Hardeeville	(17%)
<u>\$3,000,000</u>	



9. This Agreement cannot be amended except in writing and with the mutual consent of the parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

WITNESSES:

\_\_\_\_\_

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

Eric Greenway, Beaufort County  
County Administrator

\_\_\_\_\_

\_\_\_\_\_

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

Andrew Fulghum, Jasper County  
County Administrator

\_\_\_\_\_

\_\_\_\_\_

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

Michael Czymbor, City of Hardeeville  
City Manager

\_\_\_\_\_

# AGENDA ITEM:

## XII

*New Business item J*

## Memorandum of Understanding

Between

Fourteenth Circuit Solicitor's Office

and

Jasper County Government

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Fourteenth Circuit Solicitor's Office and the Government of Jasper County, SC, to enhance their working relationship and the prosecution of career criminals. The term of this MOU is from January 1<sup>st</sup> 2022 through December 31<sup>st</sup>, 2026.

### **Background**

The Fourteenth Circuit Solicitor's Office is the chief prosecuting agency in a five-county area of South Carolina. Among them is Jasper County, the government of which aims to provide efficient services and manage growth while protecting Jasper County's rich environmental heritage and quality of life. The Solicitor's Office exercises prosecutorial discretion regarding felony-level and some misdemeanor charges brought within the circuit, including Jasper County. Both agencies do and should operate independently, however, they share a common aim of making Jasper County a safer community in which to live, work and visit.

### **Purpose**

This MOU has been drafted to support the Fourteenth Circuit Solicitor's Office Career Criminal Unit, a team of attorneys, investigators and intelligence analysts that prosecutes the circuit's most violent and habitual offenders. The concept is to devote Solicitor's Office resources, including its most experienced attorneys, to prosecute the relatively small number of offenders who commit a disproportionately large number of offenses.

For full effectiveness, the Career Criminal Unit needs funding to maintain its intelligence operations and compensate prosecutors at a level commensurate with their legal experience and expertise.

### **Funding**

To support this important work in Jasper County, the county government agrees to provide additional, non-recurring funding, above the appropriation set in its 2021-22 fiscal year budget, equal to \$75,250 per fiscal year, over a period of five years. This would break down as follows:



**January 1, 2022 to June 30, 2022 (remainder of FY 2022): \$37,625**  
**FY 2023: \$75,250**  
**FY 2024: \$75,250**  
**FY 2025: \$75,250**  
**FY 2026: \$75,250**  
**July 1, 2026-December 31, 2026: \$37,625**

**Reporting**

The Solicitor’s Office agrees to provide a report to Jasper County at the conclusion of each funding year regarding the work and the accomplishments of the Career Criminal Prosecution Team in Jasper County.

**Signatories**

Isaac McDuffie Stone  
14<sup>th</sup> Circuit Solicitor  
39 Sheridan Park Circle, Suite 2  
Bluffton, SC 29910  
Telephone: 843-255-5880  
Fax: 843-255-9512  
E-mail: [dstone@scsolicitor14.org](mailto:dstone@scsolicitor14.org)

Andrew P. Fulghum, ICMA-CM  
County Administrator  
358 Third Ave.  
Ridgeland, SC 29936  
Telephone: 843-717-3690  
Fax: 843-726-7800  
Email: [afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)

\_\_\_\_\_ Date:  
(Partner signature)  
(Isaac McDuffie Stone, 14<sup>th</sup> Circuit Solicitor)

\_\_\_\_\_ Date:  
(Partner signature)  
(Andrew P. Fulghum, County Administrator)

# AGENDA ITEM:

## XIII

Old Business item A

*\*\* Note this is a verbal COVID update from Chief Wells and the screen will be shared with this information \*\**

# AGENDA ITEM:

## XIV

Council Members Comments

# AGENDA ITEM:

## XV

### *Administrator's Report*



## OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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358 Third Avenue - Courthouse Square - Post Office Box 1149  
Ridgeland, South Carolina 29936 - 843-717-3690 - Fax: 843-726-7800

Andrew P. Fulghum  
County Administrator  
[afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)

### **Administrator's Report December 6, 2021**

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1. National Association of Counties (NACO) High Performance Leadership Academy:

Chief Russell Wells, Detention Center Director Arthur Benjamin, and IT Director Earl Bostick begin this training in January. If you see them, give them encouragement, and congratulate them on their willingness to learn and grow through this excellent professional development opportunity.

2. Work Plan Review:

As we prepare to move into the new year, staff is busy reviewing the progress we have made since last March. Once that is completed, I will be prepared to present a status update for you in January.

***The County Administrator's Progress Report and any miscellaneous correspondence, agendas, and minutes follow this report.***



## OFFICE OF THE JASPER COUNTY ADMINISTRATOR

358 Third Avenue - Courthouse Square - Post Office Box 1149  
Ridgeland, South Carolina 29936 - 843-717-3690 - Fax: 843-726-7800

Andrew P. Fulghum  
County Administrator

[afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)

### Progress Report November 16, 2021-December 6, 2021

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#### 1. Transportation Sales Tax Program:

- Amending Ordinance:

Final edit after review by SIB attorney. Public Hearing and third reading scheduled for Dec. 6 County Council meeting.

- IGA with Beaufort County and City of Hardeeville for Rt. 170 Near Term Improvements:

Reviewed final draft. To be presented for approval at the Dec. 6 County Council meeting.

#### 2. SC Rural Initiative:

Reported Council action to SCDOC.

#### 3. Various Economic Development Projects:

Participated in virtual meetings with outside counsel, County Attorney, and SCA staff on Nov. 17, Nov. 23, and Dec. 1 to review active projects. Met with commercial and industrial developer on Nov. 19 to discuss potential projects.

#### 4. Jasper Ocean Terminal (JOT):

Organized and participated in meetings with consulting engineer, SCA staff, and GPA staff re: landside infrastructure cost estimates. Completed NDA with GPA. Additional items to be discussed at Dec. 6 County Council executive session.

#### 5. ARPA Funds/Grant Opportunities:

Attended meeting with LCOG staff and County Administrators from Beaufort, Colleton, and Hampton Counties on Nov. 18 to discuss HOME Investment Partnership Program American Rescue (HOME-ARP) Funds. Attended two meetings with County staff and Heather Rath to discuss existing services and proposed services for Jasper County. To be discussed at Dec. 6 County Council meeting.

#### 6. Other Meetings/Events Attended or Scheduled to Attend:

Special County Council meeting on Nov. 18 and the Jasper County Chamber of Commerce's Big Thursday Oyster Roast on Nov. 18.

## Andrew Fulghum

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**From:** Lyn Tindal  
**Sent:** Wednesday, November 24, 2021 10:40 AM  
**To:** ThomasMP@dnr.sc.gov; 'GodownsA@dnr.sc.gov'  
**Cc:** TGS LAND SURVEYING; Andrew Fulghum  
**Subject:** Keep Jasper County Beautiful

Gentlemen:

Keep Jasper County Beautiful would like to commend Officer Wells of Jasper County for an exceptional illegal litter dumping charge and clean up that she discovered and immediately resolved! This was on Thursday, November 11, 2021, off SC Highway 462. She contacted me with the incident to inquire on what KJCB could do to assist if she could not get the litter cleaned up by the violator. She proceeded and had the violator clean his litter and more in the surrounding area! Officer Carter Dupree assisted Officer Wells and many thanks for his assistance. Officer Wells goes over and above for our litter efforts in Jasper County and we greatly appreciate her professionalism, litter prevention efforts and passion for keeping our County clean. We have very few law enforcement officers that are willing to enforce our litter laws, so she is greatly regarded by Jasper County and Keep Jasper County Beautiful.

We appreciate DNR continued support and are fortunate to have such an exceptional officer representing our community.

Regards,  
Lyn Boyles

### Lyn Boyles

Executive Director

321 Bailey Lane

Ridgeland, South Carolina 29936

843-726-7611 (o)

[ltindal@jaspercountysc.gov](mailto:ltindal@jaspercountysc.gov)

[www.jasperconservationdistrict.com](http://www.jasperconservationdistrict.com)

KEEP JASPER CLEAN, GREEN & NATURAL!





November 9, 2021

Nicole Holt  
Jasper County  
P.O. Box 1149  
Ridgeland, SC 29936

Re: 2020-2021 Workers' Compensation Payroll Audit

Dear Nicole:

Enclosed you will find your final 2020-2021 Workers' Compensation Audit. Please note that the "Audited Payroll" is for the 7/1/2020 - 7/1/2021 policy period. Your premium has been recalculated based on the "Audited Payroll" and then credited for your previously billed estimated quarterly installments. Enclosed you will find a refund check in the amount of \$28,910.

If you have any questions about your payroll audit, please do not hesitate to call me at 803-360-8365.

Sincerely,

Pam N. Selkinghaus, ARM  
Program Coordinator

cc: County Administrator



November 17, 2021

Mr. Andrew Fulghum  
Jasper County Administrator  
PO Box 1149  
Ridgeland, SC 29936

Dear Andy,

I wanted to take this opportunity to express my sincere appreciation for all Mr. Alton Jenkins, Director of Veteran's Affairs, has done to help my father.

When we first visited him several months ago, he was extremely helpful and thorough in explaining what my father may or may not be eligible for. As with any federal governmental entity, the application process was daunting, and my father was immediately overwhelmed. Mr. Jenkins calmly and diligently worked his way through the process for my father. Initially my father was turned down for any financial assistance, but Mr. Jenkins persevered.

In reviewing in detail exactly what my father's job duties included when he served in the Air Force seventy years ago, Mr. Jenkins suggested that we apply for disability for hearing loss that may have been directly attributed to his job. Mr. Jenkins submitted the paperwork for my father and arranged for him to be evaluated by an Audiologist affiliated with the VA. An appointment was made and we went just a few weeks ago. I'm happy to say that today Mr. Jenkins called to inform me that the VA gave my father a 30% disability which entitled him to a \$467.39 per month stipend effective immediately. There would also be a retroactive payment of \$1324.05. Although this may seem insignificant to many, it was monumental for my father. This will be a tremendous help as he only has social security to live on.

In the world we live in, people are disenchanted with many things. Most news is bad news. Our country is more divisive than it has ever been. Yet, every once in a while you come across a man like Mr. Jenkins who bends over backwards to try to help. No matter what it takes. We are fortunate to have such a man working here in Jasper County. I just wanted to let you and the County Council members know what an asset he is to the Council and to the community.

Regards,

  
Jeremy Carter

# UNITED WAY CAMPAIGN NEWS



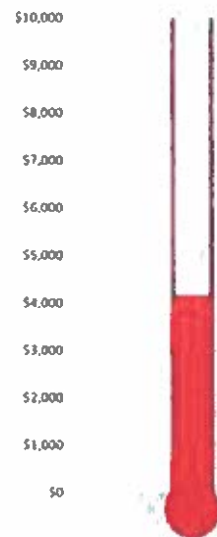
## CONGRATULATIONS!

Debbie Sticht,  
Assessor's Office Clerk,  
is the winner of the  
**DAY OFF WITH PAY**  
in our United Way  
Campaign Contest!

**THANK YOU!**

**Jasper County  
Employees have  
pledged \$4,100 to our  
United Way Campaign!**

JASPER COUNTY  
2021 UNITED WAY CAMPAIGN PLEDGES AS OF  
11/15/2021



November 15, 2021

Mr. Rudolph Smith, Chairman  
Jasper County Transportation Committee  
1097 Lang Fordville Rd.  
Ridgeland, South Carolina 29936

Dear Chairman Smith:

The South Carolina Department of Transportation received a programming request from the Jasper County Transportation Committee (CTC) allocating funds for an improvement project.

Per the CTC's approval, \$1,060,000.00 was allocated to Jasper County for road project C PCN P041118. This project is described as resurface of 2 miles of SC-462 Low County Drive.

Thank you for your consideration and support of this project. If you have any questions or concerns regarding the C Program, please don't hesitate to contact me at 803-737-0038 or [Gearheartic@scdot.org](mailto:Gearheartic@scdot.org).

Sincerely,

Ivana  
Gearheart

Digitally signed by Ivana  
Gearheart  
Date: 2021.11.15 09:58:14  
-05'00'

Ivana Gearheart  
C Program Manager



The State agrees that as a condition to payment of the Federal funds obligated, it accepts and will comply with the agreement provisions set forth in Title 23 - Highways, Code of Federal Regulation, Preconstruction Procedures 630.112; and its signature constitutes the making of the certifications.

**REQUEST FOR PROGRAMMING**  
**C Program Administration**

COUNTY: Jasper

**PROGRAMMING TYPE (CHECK ONE)**

- NEW LOCAL PROJECT (OFF STATE SYSTEM)
- NEW STATE PROJECT
- REVISION TO CURRENT PROJECT ID: \_\_\_\_\_
- CHANGE IN PROJECT BUDGET: \_\_\_\_\_

**"C" FUNDS TO BE PROGRAMMED**

(CHECK ALL THAT APPLY. IF MULTIPLE, STATE INTENT BELOW.)

- NORMAL APPORTIONMENT
- H.4230 APPORTIONMENT
- PROVISIO 117.135 APPORTIONMENT

**PROJECT INFORMATION SECTION**

DESCRIPTION OF WORK (INCLUDE ROAD NAME, ROUTE NUMBER, AND ANY PROGRAMMING INFORMATION):

SC-462 (Low Country Drive)  
Submitted by SCDOT on November 8, 2021

ESTIMATED TOTAL CTC BUDGET: \$1,080,000.00

**COMPLETE IF APPLICABLE TO PROJECT (STATE PROJECTS ONLY)**

BEGINNING MILE POINT: 30.23 ENDING MILE POINT: 32.23

TOTAL MILEAGE: 2.0 MILE(S)

**LOCATION MAP MUST BE ATTACHED**

PROJECT DEVELOPED AND MANAGED BY SCDOT

OTHERWISE, PROVIDE THE FOLLOWING INFORMATION ON WHO WILL MANAGE THE PROJECT

NAME OF GOVERNMENT ENTITY: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ CONTACT PHONE: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

TITLE OF CONTACT PERSON: \_\_\_\_\_

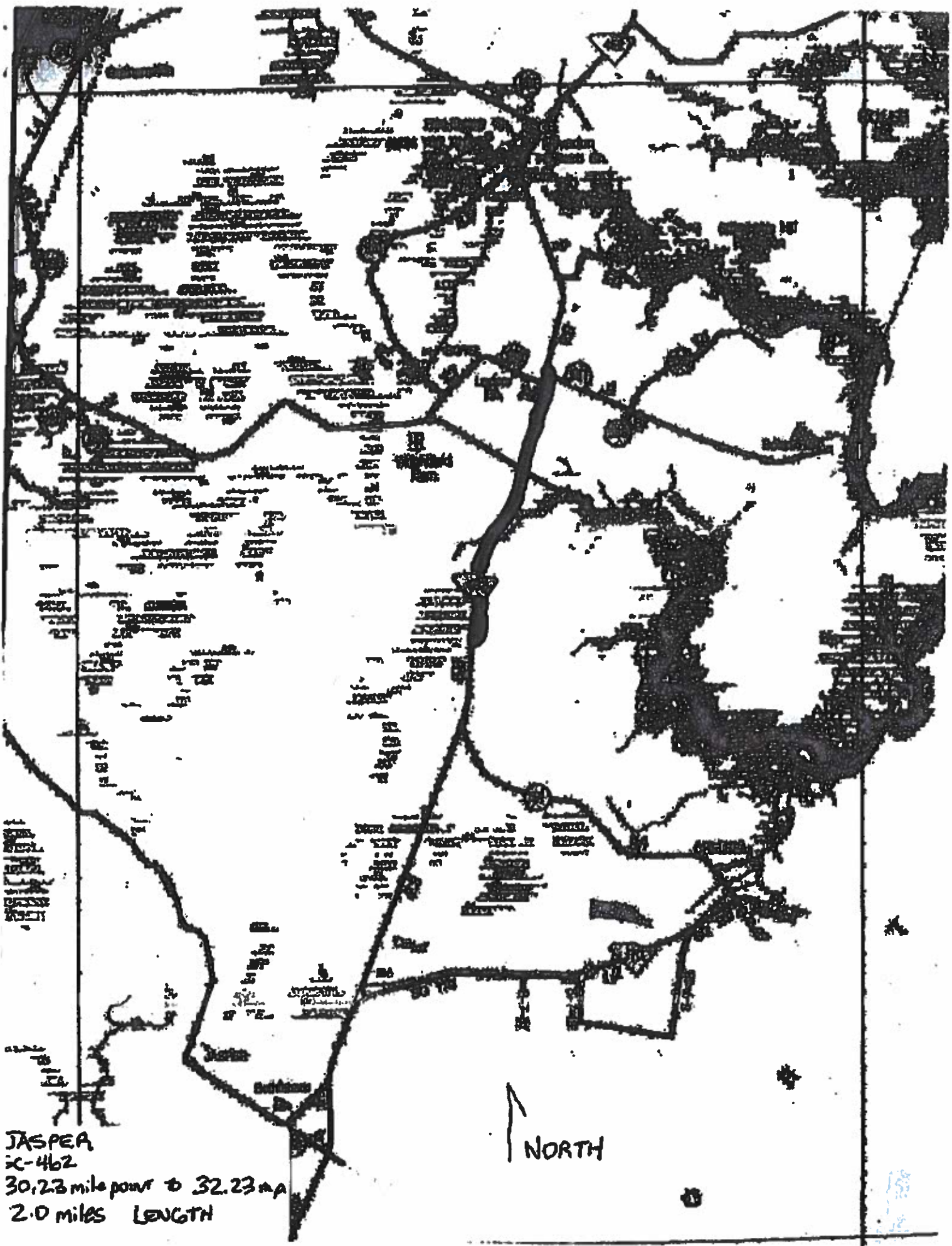
MAILING ADDRESS: \_\_\_\_\_

CITY / TOWN: \_\_\_\_\_ SOUTH CAROLINA ZIP CODE: \_\_\_\_\_

AUTHORIZED BY: *Richard Smith*  
CHAIRMAN, COUNTY TRANSPORTATION COMMITTEE

8 NOV 21  
DATE

EMAIL FORM TO: [GearheartIC@scdot.org](mailto:GearheartIC@scdot.org)  
OR RETURN TO: S.C. DEPARTMENT OF TRANSPORTATION  
955 PARK STREET, COLUMBIA, S.C. 29202  
ATTENTION: C PROGRAM ADMINISTRATOR



JASPER  
XC-462  
30.23 mile point to 32.23 mp  
2.0 miles LENGTH

NORTH

## Andrew Fulghum

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**From:** TCL, Technical College of the Lowcountry <tclnews@tcl.edu>  
**Sent:** Monday, November 29, 2021 10:51 AM  
**To:** Andrew Fulghum  
**Subject:** PAID tuition & fees for spring?!?

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.



**Tuition & Fees\***  
**PAID**  
Spring 2022

Wanting to learn new skills to  
get a better career or  
secure a brighter future?  
It just got a little easier.  
[tcl.edu/paid](http://tcl.edu/paid)

## PAID TUITION & FEES FOR SPRING

Hello Andrew P.,

The Technical College of the Lowcountry is offering paid tuition and fees\* for the spring 2022 semester, thanks to a combination of newly available federal, state and private funding sources. This promise is our way of showing that we believe in our students and in higher education.

### Who Is Eligible?

TCL's paid tuition program is available to South Carolina residents with a desire to begin or continue their education, including:

- Adults with some college
- Adults with no college
- Recent high school graduates

All college-eligible students who enroll in a TCL [academic program](#) for six credit hours this spring are eligible for TCL's paid tuition program for the spring 2022 semester.

*\*Includes required fees. Does not include books or required supplies. Does not apply to Dual Enrollment and/or Transient Students.*

### How Do I Qualify?



To qualify for TCL's paid tuition program, students must complete a 2021-2022 FAFSA (Free Application for Federal Student Aid), or FAFSA waiver (if applicable).

### Take the Next Step:

#### New TCL Students:

Follow [these steps](#) to get started at TCL. First up, [choose your program pathway](#) and then [submit your admissions application](#) online. [Contact admissions](#) with any questions you may have.

#### Current TCL Students:

[Talk with your advisor, get registered](#) for spring 2022 classes, and make sure your [FAFSA](#) is good to go. We'll take care of the rest!

*Note: The Financial Aid and Business Offices are in the process of setting this up, so it will take some time for your bill to be updated.*

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### Questions? We can help!

- Call or text 843-525-8207
- Email [admissions@tcl.edu](mailto:admissions@tcl.edu)

stepUP<sup>↑</sup>

[www.tcl.edu](http://www.tcl.edu)



Beaufort | New River | Hampton | Online

*Statement of Non-Discrimination: The Technical College of the Lowcountry is committed to a policy of equal opportunity for all qualified applicants for admissions or employment without regard to race, gender, national origin, age, religion, marital status, veteran status, disability, or political affiliation or belief.*

Technical College of the Lowcountry | PO Box 1288, Beaufort, SC 29901

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