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**CITY OF BEAUFORT**  
1911 BOUNDARY STREET  
BEAUFORT MUNICIPAL COMPLEX  
BEAUFORT, SOUTH CAROLINA 29902  
(843) 525-7070

**CITY COUNCIL REGULAR MEETING AGENDA**  
**July 11, 2023**

**STATEMENT OF MEDIA NOTIFICATION**

"In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, all local media was duly notified of the time, date, place and agenda of this meeting."

**REGULAR MEETING - Council Chambers, 2nd Floor - 7:00 PM**

**Please note, this meeting will be broadcasted via zoom and live streamed on Facebook. You can view the meeting at the City's page; City Beaufort SC**

**I. CALL TO ORDER**

A. Stephen D. Murray III, Mayor

**II. INVOCATION AND PLEDGE OF ALLEGIANCE**

A. Mayor Pro Tem, Mike McFee

**III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS**

- A. Proclamation proclaiming July 29 - August 5, 2023 as Gullah/Geechee Nation Appreciation Week
- B. Proclamation proclaiming July 14 - 23, 2023 as Beaufort Water Festival Week

**IV. PUBLIC COMMENT**

**V. MINUTES**

- A. Worksession - June 20, 2023
- B. Worksession and Regular Meeting - June 27, 2023

**VI. OLD BUSINESS**

- A. Ordinance amending The City of Beaufort's Zoning Map to include Parcel R 120 004 000 1007 0000 (1208 Pigeon Point Road), to be zoned from T-5UC to T-4N, as noted herein - 2nd reading

**VII. NEW BUSINESS**

- A. Authorization to allow the City Manager to enter into a contract for Banking and Treasury Services
- B. Request from CAPA and the Exchange Club of Beaufort to host the 29th Annual Ghost Tours, October 13-30, 2023, and request for two (2) complimentary parking spaces
- C. Request from Beaufort Area Hospitality Association to host Beaufort Oyster Festival

5K on Saturday, January 20, 2024, from 7:45 AM to 9:30 AM

- D. Request from Beaufort County Library for Co-Sponsorship for use of Henry C. Chambers Park to Host Friends of Beaufort Library Fall Book Sale, November 3-5, 2023, request of overnight camping in park, fifteen (15) complimentary parking spaces
- E. Request from The Exchange Club of Beaufort for Co-Sponsorship to host The 2023 Patriot's Day and award ceremony in the Henry C. Chambers Park and ten (10) complimentary parking passes on Monday, September 11, 2023, from 5:30 pm - 6:30 pm
- F. Permission to host the 2023 Beaufort Shrimp Festival and Arts and Crafts Market in the Henry C. Chambers Park, October 5-7, 2023, host the Run Forrest Run 5K/Walk on Saturday October 7th and request waivers for the sale of alcohol, open container, public drinking, noise ordinances, street closures and permission for issuance of twenty five (25) parking passes
- G. Request to host 2023 Halloween Celebration in the Henry C. Chambers Park on Saturday, October 21, 2023, 10AM to 2 PM and twenty (20) complimentary parking spaces
- H. Request to host 2023 Holiday Weekend events to include street closures and other permissions, December 1-3, 2023
- I. A resolution to allow the City Manager to enter into agreements with the Beaufort County Sheriff's Department to partner in shared service response for Bomb Squad, Canine Unit, Crime Scene Unit and SWAT
- J. Appointments/Reappointments to Boards, Commissions and Committees

## **VIII.REPORTS**

- City Manager's Report
- Mayor Report
- Reports by Council Members

## **IX. ADJOURN**



# PROCLAMATION

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

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

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

**WHEREAS**, the descendants of this group are called "Gullah/Geechee"; and

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

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

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

**WHEREAS**, Queen Quet has served as the official "Head pun de Bodee" and spokesperson for Gullah/Geechee since July 2, 2000; and

**WHEREAS**, we support the continuation of Gullah/Geechee cultural heritage and sustainability of the Gullah/Geechee Nation.

**NOW, THEREFORE**, the City Council of the City of Beaufort, South Carolina, hereby proclaims July 29 – August 5, 2023 as

## **GULLAH/GEECHEE NATION APPRECIATION WEEK**

and call upon all our citizens to celebrate Gullah/Geechee Nation under the theme "Celebrating Gullah/Geechee Resiliency."

**IN WITNESS THEREOF**, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 11th day of July 2023.

\_\_\_\_\_  
STEPHEN D. MURRAY III, MAYOR

ATTEST:

\_\_\_\_\_  
TRACI GULDNER, CITY CLERK



## PROCLAMATION

**WHEREAS**, the Beaufort Water Festival is in its 67<sup>th</sup> year and is the largest outdoor celebration in the City of Beaufort each year, involving nearly 400 volunteers to carry out a week-long schedule of fun and festivities; and

**WHEREAS**, since 1956, the Beaufort Water Festival embodies the spirit of Lowcountry hospitality, celebrates our heritage with the sea, promotes tourism and brings about closer ties between residents and guests; and

**WHEREAS**, the Beaufort Water Festival is marked by the remarkable generosity of local civic clubs, military members, businesses, and private citizens all striving to achieve a common goal; and

**WHEREAS**, Commodore James Nutt, with his Coordinators, Directors, and other important volunteers have worked tirelessly over the past year to plan and produce the 67<sup>th</sup> celebration; and

**WHEREAS**, this year's festival theme, "Tides of Lasting Memories", is appropriate to celebrate our natural resources and the generations of Beaufortonians that have celebrated together in July of each year.

**NOW, THEREFORE**, the City Council of the City of Beaufort, South Carolina, hereby proclaims the week of July 14 through 23 as

### **BEAUFORT WATER FESTIVAL WEEK**

in the City of Beaufort and salutes all those who work successfully to make this event the premier of its kind in the Southeast.

**IN WITNESS THEREOF**, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 11th day of July 2023.

\_\_\_\_\_  
STEPHEN D. MURRAY III, MAYOR

ATTEST:

\_\_\_\_\_  
TRACI GULDNER, CITY CLERK



# City Council Worksession

## Meeting Minutes – Planning Conference Room – 1<sup>st</sup> Floor

June 20, 2023

### I. CALL TO ORDER

5:01 PM

Stephen D. Murray, III

Members of Council in attendance - Neil Lipsitz, Mitch Mitchell, Josh Scallate and Mayor Murray.

Absent - Mike McFee.

### II. DISCUSSION – DEVELOPMENT CODE UPDATES

#### A. Section 9.8.2 - Development Design Review Z (Major).

**Curt Freese, Community and Economic Development Director** stated that a Text Amendment change for the Redevelopment District was heard by the Metropolitan Planning Commission in December of 2022.

The current proposal is to add a public comment period for all projects in the Redevelopment District. It is proposed to have a 15-day public review and comment period for all submittals. Staff and the applicant must respond to comments in writing before approval and minor resubmittals are exempt.

The following addressed Council:

Paul Trask - 608 Bladen Street

Graham Trask - 68 Fiddlers Bridge Road, Staatsburg, NY

Dianne Farrelly - 2415 Oak Haven Street

Staff will move forward with the 15-day public review period with Staff being required to respond to the comments but have the applicants response be voluntary.

#### B. Section 9.10.2 - Process and Approval.

##### 1. Demolitions and Non-Contributing Structures.

**Mr. Freese** stated that Staff can approve the demolition of a Non-Contributing Structure. There are no specific guidelines or time-limits for demolition to take place, and historically significant buildings that are not listed as contributing, have been authorized for demolition without public comment or historic review.

The current proposal is to remove staff level demolitions for Non-Contributing Structures and send them to the Historic District Review Board just like Contributing Structures. Set a 2-year time limit with 5 1-year extensions for demolition. Add standards and findings for

granting demolition approvals or denials by using standards that are set by the Secretary of the Interior.

Staff will move ahead with the text amendments regarding the demolition of Non-Contributing Structures being sent to the Historic District Review Board and with the time limits for demolition. Staff will develop separate demolition procedures for Contributing and Non-Contributing Structures.

## 2. Administrative Approvals.

**Mr. Freese** reported that in April of this year, the Historic District Review Board voted to allow Staff to review simple changes to fences, window replacements in-kind, and roof replacements. He stated that this saves the applicant a great deal of time.

Staff will move ahead with the recommended text amendment changes.

## 3. New Development in Historic District Rules.

**Mr. Freese** stated that the Historic District Review Board must approve all new development within the Historic District. There are no real guidelines in place, and some projects can take years to complete. The three-pronged approval from Conceptual to Final is not found in the code that is being used by the Board.

Being proposed is to create findings for new development based on the Beaufort Preservation Manual. This would allow for smoother meetings, and also strengthens the legal weight of any decisions should they be appealed. This will also allow for Conceptual to Final approval to be held during one meeting.

Staff will make the necessary corrections and move forward with the recommended text amendment changes.

## 4. Rules for Certificates of Appropriateness.

**Mr. Freese** stated that these are approved for minor alterations to Contributing Structures. They require a hearing and approval by the Historic District Review Board. The Code lacks Secretary of interior Standards on findings to approve these from the Board.

Staff will correct some Scriveners errors and move forward with the recommended text amendment changes.

The following addressed Council on items 1 - 4:

James White - 521 New Street  
Cynthia Jenkins - Historic Beaufort Foundation  
Courtney Worrell - 303 Associates  
Fred Washington - 804 West Street  
Paul Trask - 608 Bladen Street  
Dick Stewart - Property owner in the City  
Dianna Farrelly - 2415 Oak Haven Street  
Jeremiah Smith - Historic District Review Board  
Grant McClure - Coastal Conservation League  
Ronesto Pineda - 1107B West Street

## C. Sections 10-7-2 and 10-7-3 - Powers and Duties/Membership, Terms and Compensation.

Mr. Freese, started off by saying that as it stands right now, the Historic Beaufort Foundation by Code gets to nominate one member to sit on the Historic District Review Board. The City has now received a letter from the Beaufort Chamber of Commerce that they would like to nominate a member to the Board. The question being brought forth is if the Historic Beaufort Foundation should remain the sole external organization with the ability to nominate, or whether this designation is value-added when it is restricted to one organization. Staff is recommending the removal of the requirement that one of the five members shall be recommended by the Historic Beaufort Foundation.

The following addressed Council:

Ian Scott - Beaufort Chamber of Commerce  
Kim Poovey - 912 Scott Street  
Rob Montgomery - Historic Beaufort Foundation  
Joe McDermott - 1809 Boundary Street  
Billy Keyserling, Rising Tide Drive  
Cynthia Jenkins, Historic Beaufort Foundation  
Steve Harrison - Rhett House Inn  
Paul Trask, 608 Bladen Street  
Grant McClure, Coastal Conservation League  
Maxine Lutz - 811 North Street  
Conway Ivy - 501 King Street  
Marty Johnson - 204 Dataw Drive  
Brenda Litchfield - 808 Hamilton Street  
Mike Sutton - Historic District Review Board  
Jack Fleming - 113 S. Hermitage Road  
Dianne Farrelly - 2415 Oak Haven Street  
Ray Stocks - 810 King Street  
Beth Grace - 509 North Street  
Fred Washington - 804 West Street  
Bobby Jenkins - 1010 Congress Street  
Jeremiah Smith, Historic District Review Board  
Parker Moore - 310 New Street  
Graham Trask, 68 Fiddlers Bridge Road, Staatsburg, NY  
Patricia Denkler - 2108 Wilson Drive  
William Rutter - 706 N. Reeve Road  
Jack Worrell - Lives on Lady's Island and owns property on Joshua Court.

There was no consensus to create another designated seat.

Staff will proceed with its recommendation to remove the last sentence in section 10.7.3.A that states "One of the 5 members of the Historic Review Board shall be recommended by the Historic Beaufort Foundation."

All of the recommended changes that were discussed this evening will be reviewed by Legal Services before going in front of the Metropolitan Planning Commission for their opinion. Then the recommended changes will come in front of Council to be changed by ordinance which requires two readings. There will be plenty more opportunities for public input.

Disclaimer: This document is a summary. All City Council Worksessions and Regular Meetings are recorded. Live stream can be found on the City's website at [www.cityofbeaufort.org](http://www.cityofbeaufort.org) (Agenda section). Any questions, please contact the City Clerk, Traci Guldner at 843-525-7024 or by email at [tguldner@cityofbeaufort.org](mailto:tguldner@cityofbeaufort.org).

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# City Council Worksession

## Meeting Minutes – Planning Conference Room – 1<sup>st</sup> Floor

June 27, 2023

### I. CALL TO ORDER

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5:01 PM

Stephen D. Murray III

Members of Council in attendance - Neil Lipsitz, Mike McFee, Mitch Mitchell, Josh Scallate and Mayor Murray.

### II. DISCUSSIONS

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#### A. Beaufort Commerce Park Restrictive Covenants.

**Curt Freese, Community and Economic Development Director**, started off by saying that these were drafted by the MRB Group and the City Attorney, Bill Harvey in 2022. Covenants are important to ensure that the Commerce Park remains well maintained and attractive to both prospective and existing industries.

**John O' Toole, Beaufort County Economic Development Corporation**, stated there is a potential investor coming in, and he would like them to have an opportunity to review the covenants and give feedback before they are solidified.

**Mayor Pro Tem, McFee**, would like to see language included that grandfathers those that are already established in the Park.

**Mayor Murray** would like for the existing tenants to be notified about the covenants in advance. He also stated that the Commerce Park is hidden and that we should be a little more lenient on the design standards and landscaping.

**Mr. O'Toole and Mr. Freese** will get together and compare the existing requirements with those that are being proposed.

#### B. Flood Damage Ordinance Amendments.

**Bruce Skipper, Building Official**, started off by saying that basements are currently very restrictive in all flood zones. They would like to add some flexibility in Shaded X and X Zones that govern basements. He stated that the original intention when the flood ordinance was adopted, was to establish a minimum flood elevation of 13 feet across the board for simplification, but this did not account for the needs of some business types.

Council is supportive of proceeding with the suggested amendments for commercial properties and gave Mr. Skipper the option to also consider applying the same to residential properties in these zones.

Paul Trask, 608 Bladen Street, addressed Council.

#### C. Banking and Treasury RFP Recommendations.

Alan Eisenman, Finance Director, stated that a Request for Proposal for Banking and Treasury Services was sent out, and that the City had received seven sealed proposals. The Committee narrowed all candidates down to two. Ameris Bank and South Atlantic Bank. The committee then chose and recommends Ameris Bank for their competitive rates, fee structure, experience working with local governments, and their proven outstanding customer service. Their contract would be for 5 years.

The following addressed Council:

Christian Kata, South Atlantic Bank

Paul Trask, 608 Bladen Street

Graham Trask, 68 Fiddlers Bridge Rd, Staatsburg, NY. Secondary address 1211 Bay Street.

### III. EXECUTIVE SESSION

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Councilman Lipsitz made a motion to go into Executive Session and seconded by Councilman Mitchell.

- A. Pursuant to Title 30, Chapter 4, Section (70) (a) (1) of the South Carolina Code of Law: Discussion regarding Personnel - Boards, Commissions and Committees.
- B. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Receipt of Legal Advice regarding litigation.
- C. Pursuant to Title 30, Chapter 4, Section (70) (a) (1) of the South Carolina Code of Law: Discussion regarding personnel appointed by Council.
- D. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Discussion regarding the proposed sale or purchase of property.

Councilman Lipsitz made a motion to postpone Executive Session and resume once the Regular meeting has concluded. The motion was seconded by Mayor Pro Tem, McFee. All were in favor, motion carried.

Councilman Lipsitz made a motion to resume Executive Session and seconded by Mayor Pro Tem, McFee. All were in favor, motion carried.

Motion to come out of Executive Session was made by Councilman Lipsitz and seconded by Councilman Mitchell. All were in favor, motion carried.

No actions from Executive Session.

### IV. ADJOURN

9:30 PM

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City Council Regular Meeting  
Meeting Minutes – City Hall Council Chambers, 2<sup>nd</sup> Floor

June 27, 2023

**I. CALL TO ORDER**

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**7:12PM**

Mayor, Stephen D. Murray III

Members of Council in attendance - Neil Lipsitz, Mike McFee, Mitch Mitchell, Josh Scallate and Mayor Murray.

**II. INVOCATION AND PLEDGE OF ALLEGIANCE**

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Mayor Pro Tem, Mike McFee

**III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS**

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A. Resolution honoring Mrs. Rosetta Bee Jones.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Mitchell.

All were in favor, motion carried.

**IV. PUBLIC COMMENT**

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No public comment

**V. PUBLIC HEARING**

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A. Amending the City of Beaufort's Zoning Map regarding Parcel R120 004 000 1007 0000 (1208 Pigeon Point Road), to be zoned from T-5UC to T-4N.

Curt Freese, Community and Economic Development Director stated that this request received approval at the May 15, 2023, Metropolitan Planning Commission meeting. He mentioned that the current zoning of T-5UC does not allow for single family homes. The applicant would like to rezone this parcel and then subdivide the lot and build three single family homes. The lot is approximately 11,374 square feet. He then went over the differences between the two zones.

The following addressed Council:

Duncan Elliott, 13 Porters Court, Charleston, SC - owner of the property  
Andy Kinghorn, 1707 Pigeon Point Road  
Bill Laughlin, 1200 Barnwell Bluff  
Kay Merrill, 813 Audusta Place  
Betsey Kinghorn, 1707 Pigeon Point Road

## **VI. MINUTES**

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### **A. Worksession and Regular Meeting - June 13, 2023.**

**Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.  
Minutes approved as presented.**

## **VII. OLD BUSINESS**

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### **A. An Ordinance to amend the City of Beaufort Code of Ordinances, Section 1-4002, Appointment of City Manager regarding residency requirements - 2nd reading.**

**Motion to approve was made by Councilman Lipsitz and seconded by Mayor Pro Tem, McFee.**

First reading was held on June 13, 2023. No changes were made since first reading.

**All were in favor, motion carried.**

### **B. An Ordinance authorizing (1) the execution and delivery of an option to purchase; and purchase agreement for Beaufort Commerce Park, Lots F and H; (2) the conveyance of such real property in accordance with the terms of such agreement; and (3) other matters relating thereto - 2nd reading.**

**Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Mitchell.**

First reading was held on June 13, 2023. No changes were made since first reading.

The following addressed Council:

Terrea Braden, 10 Braden Road  
John O'Toole, Beaufort County Economic Development Corporation

**All were in favor, motion carried.**

## **VIII. NEW BUSINESS**

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### **A. Request from Nu Delta Omega - PINKnic in the Park to waiver the Public Drinking and Loud and Unseemly Noise Ordinance for an event at the pavilion in the Henry C. Chambers Park on Sunday, September 30, 2023, from 4:00 pm - 8:00 pm.**

**Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.**

**All were in favor, motion carried.**

### **B. Request from Beaufort Area Hospitality Association for Co-Sponsorship and waiver of the Loud and Unseemly Noise Ordinance and Public Drinking for Beaufort Oyster Festival on January 20 - 21, 2024.**

**Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Mitchell.**

**All were in favor, motion carried.**

### **C. A Resolution approving an agreement between the Town of Bluffton, the Town of Port Royal, and the Fourteenth Judicial Circuit Public Defender to provide funding for a Municipal Court Attorney.**

**Motion to approve was made by Councilman Mitchell and seconded by Councilman Lipsitz.**

Sarah Farrow, Municipal Court Administrator, stated that the City currently has a multi-jurisdictional agreement with the Fourteenth Circuit Public Defenders Office that will expire on July 1, 2023, as per the terms of the ACLU settlement agreement from October 2019. The City of Beaufort, Town of Bluffton, and the Town of Port Royal each provide funds towards shared indigent defense services.

An increase of \$16,666.67 for each entity is to be added to help fund an additional attorney. One is needed to help with the increasing case load.

**All were in favor, motion carried.**

- D. Resolution to continue membership with the Lowcountry Area Transportation Study Metropolitan Planning Organization and to adopt the geographical boundaries for the Lowcountry Area Transportation Study.

**Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.**

Scott Marshall, City Manager, stated that the Bureau of Census defined a new Urbanized Area, based on the 2020 Census data, with a combined population from the Town of Port Royal, the City of Beaufort and unincorporated parts of Beaufort County that has now reached the 50,000 and over mark. This qualifies us to be a new urbanized area. We are now able to establish a separate Metropolitan Planning Organization (MPO) or continue to be a part of the Lowcountry Area Transportation Study (LATS) Metropolitan Planning Commission (MPO).

Other local municipalities will also be considering this same resolution. It was deemed beneficial to stay with the Lowcountry Area Transportation Study Metropolitan Planning Organization.

**All were in favor, motion carried.**

- E. An Ordinance amending the City of Beaufort's Zoning Map regarding Parcel R120 004 000 1007 0000 (1208 Pigeon Point Road), to be zoned from T-5UC to T-4N - 1st reading.

**Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.**

A summary of this item can be found under the Public Hearing Section.

The following addressed Council:

Kay Merrill, 813 Audusta Place  
Duncan Elliott, 13 Porters Court, Charleston, SC - owner of the property

**Those in favor of downzoning were Mayor Murray, Mayor Pro Tem, McFee, Councilman Lipsitz and Councilman Mitchell.**

**Councilman Scallate voted against.**

**The motion was carried by a vote of 4 - 1.**

- F. Appointments/Reappointments to Boards, Commissions and Committees.

**Mayor Pro Tem, McFee made a motion to reappoint Terri Maude to the Military Enhancement Committee. Her term will be for 3 years and will expire on June 30, 2026. The motion was seconded by Councilman Mitchell.**

**All were in favor, motion carried.**

## **IX. REPORTS**

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### **City Manager's Report**

Thanked Public Works for a great Touch a Truck Event on June 17, 2023, at Southside Park.

Stated there will be a Chill with a Cop event on Friday, June 30, 2023, starting at 5:00 pm at the Pigeon Point Park.

Noted that the City is aware of some of the issues with the gooseneck light poles on Carteret Street.

The City received official notification of a State Grant for two School Resource Officers totaling \$295,038.00.

Reminded all of the upcoming Council Summer break that will begin after the July 11, 2023, meetings. The schedule will pick back up on Tuesday, August 15, 2023, with the Code Edit Worksession.

First Friday event will be held downtown on July 7, 2023. The theme will be God Bless America.

The Shrimp Festival will be held October 6 - 7, 2023. Vendor applications are being accepted.

City offices will be closed on Tuesday, July 4, 2023, for the observance of Independence Day.

### **Mayor's Report**

Thanked Beaufort County Animal Control for taking care of a rooster issue.

Thanked County Council for their denial of the Pine Island rezoning request.

Reported he attended the dedication and opening ceremony of the International African American Museum in Charleston.

Thanked Council, staff and the public for attending the Code Edit meeting on Tuesday, June 20, 2023.

### **Councilman Mitchell**

Stated he attended the Juneteenth celebration at the Grand Army of the Republic Hall. The effort was led by Reverend Dr. Elijah Washington. It was hosted by the Sons of Union Veterans of the Civil War and the Women's Relief Corps.

Mentioned that he toured the Charles Lind Brown Center a few weeks ago and thanked Eric Larson and the County for their continued efforts in making changes to the center.

Thanked Council for the proclamation honoring Rosetta Bee Jones.

### **Mayor Pro Tem, McFee**

Nothing to report.

### **Councilman Scallate**

Attended the showing of Broadway Americana at the USCB Performing Arts Center hosted by the Beaufort History Museum and attended the Dragonboat races downtown.

### **Councilman Lipsitz**

Attended the Neighborhood Association Meeting early in the month, as well as the Lowcountry Council of Governments meeting.

Was appointed to the Home Consortium representing Beaufort County.

All wished everyone a Happy 4th of July and thanked Public Works for putting together a great Touch a Truck event.

**X. ADJOURN**

**8:51 PM**

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**Motion to adjourn was made by Councilman Lipsitz and seconded by Mayor Pro Tem, McFee.**

**All were in favor, motion carried.**

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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 6/28/2023  
**FROM:** Curt Freese, Community and Economic Development Director  
**AGENDA ITEM TITLE:** Ordinance amending The City of Beaufort's Zoning Map to include Parcel R 120 004 000 1007 0000 (1208 Pigeon Point Road), to be zoned from T-5UC to T-4N, as noted herein - 2nd reading  
**MEETING DATE:** 7/11/2023  
**DEPARTMENT:** Community and Economic Development

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**BACKGROUND INFORMATION:**

The Applicant has applied for a zoning map amendment from T-5UC to T-4 N for a 11,374 sq. ft. property located at 1208 Pigeon Point Road. The property is currently vacant, and if rezoned, the Applicant proposes to subdivide the lot and build three single family homes. Currently, the entire block is zoned T-5 UC which does not allow single family homes as permitted uses. Five entire blocks North of Boundary up to Calhoun Street, are currently zoned T-5 UC. Should this amendment be accepted, it would be the first property rezoned out of the T-5 US zoning in these five blocks. The City also has approved a street improvement plan along the Southern side of Calhoun Street.

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**PLACED ON AGENDA FOR:** *Action*

**REMARKS:**

The MPC held a public hearing on May 15, 2023, and recommended approval with a 3-1 vote.

Staff is recommending disapproval based on the findings found in the staff report.

First reading was held on June 13, 2023 and passed with a vote of 4 - 1.

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Backup Material	6/28/2023

## ORDINANCE

### **AMENDING THE CITY OF BEAUFORT'S ZONING MAP TO INCLUDE PARCEL R 120 004 000 1007 0000 (1208 PIGEON POINT ROAD), TO BE ZONED FROM T-5UC TO T-4 N, AS NOTED HEREIN**

**WHEREAS**, the State of South Carolina has conferred to the City of Beaufort the power to enact ordinances "in relation to roads, streets, markets, law enforcement, health, and order in the municipality or respecting any subject which appears to it necessary and proper for the security, general welfare, and convenience of the municipality or for preserving health, peace, order, and good government in it ... "as set forth in *Code of Laws of South Carolina*, Section 5-7-20; and

**WHEREAS**, the City of Beaufort adopted the *Beaufort Code* by reference on June 27, 2017, as set forth in section 5-6001 of the *Code of Ordinances Beaufort, South Carolina*; and

**WHEREAS**, the amendment of the zoning map is "for the general purpose of guiding development in accordance with existing and future needs and promoting the public health, safety, morals, convenience, order, appearance, prosperity, and general welfare" in accordance with *Code of Laws of South Carolina*, Section 6-29-710; and

**WHEREAS**, the zoning map amendment is compatible and in accordance with the vision and goals of the City of Beaufort; and

**WHEREAS**, this vision and these goals were established through a democratic process and with public input and public participation; and

**WHEREAS**, these goals were recorded in the form of a comprehensive plan for all to see and reference; and

**WHEREAS**, the comprehensive plan was created through the leadership of the planning commission, responsible for determining a specific plan for the future of the city; and

**WHEREAS**, the city council of the City of Beaufort adopted the comprehensive plan (and Civic Master Plan) by ordinance; and

**WHEREAS**, a zoning of T-4N is consistent and compatible with adjacent zoning; and

**WHEREAS**, any future development of the property will be able to take advantage of existing infrastructure; and

**WHEREAS**, it is reasonable to expect that the change of zoning will improve the marketability of the property; and

**WHEREAS**, a public hearing before the Beaufort City Council was held regarding the proposed change to the zoning map on June 27, 2023, with notice of the public hearing published in *The Beaufort Gazette* on June 11, 2023.

**WHEREAS**, the proposed zoning of the property was reviewed by the Metropolitan Planning Commission, which recommended approval of the zoning designation of T-4N.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority of same, pursuant to the power vested in the Council by Section 6-29-760, *Code of Laws of South Carolina, 1976*, that the zoning map of the City of Beaufort be amended by establishing the zoning designation of the parcel herein, as follows:

R 120 004 000 1007 0000	T4-N
-------------------------	------

This Ordinance shall become effective immediately upon adoption.

\_\_\_\_\_  
STEPHEN D. MURRAY III, MAYOR

Attest:

\_\_\_\_\_  
TRACI GULDNER, CITY CLERK

1st Reading \_\_\_\_\_

2nd Reading & Adoption \_\_\_\_\_



---

## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 6/27/2023  
**FROM:** Alan Eisenman, Finance Director  
**AGENDA ITEM TITLE:** Authorization to allow the City Manager to enter into a contract for Banking and Treasury Services  
**MEETING DATE:** 7/11/2023  
**DEPARTMENT:** Finance

---

*BACKGROUND INFORMATION:*

The City issued Request for Proposal 2023-104 for Banking and Treasury Services. The City received seven sealed proposals. The selection committee interviewed the top two candidates, South Atlantic Bank and Ameris Bank. The City requested and received best and final pricing from the top two candidates. Based on the results of the final pricing and interview, the selection committee ranked Ameris Bank as the top candidate. They demonstrated a competitive rate and fee structure, experience working with local government entities and accessible services, and a proven track record of providing outstanding customer service.

Ameris Bank offered the highest net value, comprised of interest earned net of fees paid, for the City of \$260,455 per year or \$1,302,275 over the life of the proposed five-year contract. Ameris Bank net value was \$18,629 per year greater than the next bidder, South Atlantic Bank. The City plans on paying hard fees and earn interest on every dollar in order to maximize the value of the proposed contract with Ameris Bank. Ameris Bank also offered the highest interest rates of all the submitted proposals. Ameris Bank guaranteed to maintain pricing for the life of the contract, but South Atlantic Bank did not make the same affirmation statement in their bid.

Ameris Bank has provided the City with outstanding customer service over the past five years and provided quick response times. They have reached out to provide solutions for efficient credit card ticket sales for the City's Taste of Beaufort and Shrimp Festivals. Ameris Bank provides a night deposit drop box at their branch, which is currently not available at South Atlantic Bank. Ameris Bank has local government experience to assist with the City's banking needs and requirements.

The committee is unanimous in their recommendation of Ameris Bank for RFP 2023-104 Banking and Treasury Services.

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***PLACED ON AGENDA FOR:*** Action

***REMARKS:***

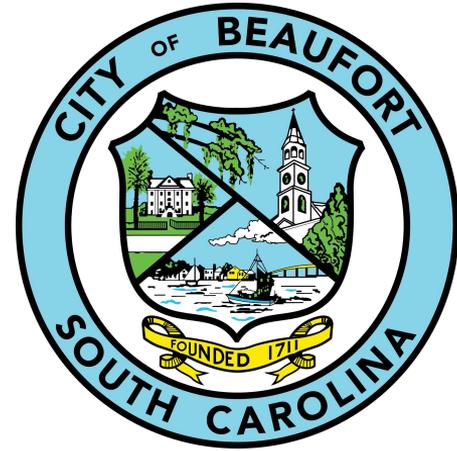
The Banking and Treasury Services RFP was on June 27th worksession meeting as a discussion item.

Tyler Frame, Relationship Specialist with Three+One, will provide a brief presentation to Council on the RFP process and their value calculation based on the submitted proposals.

Staff recommends for City Council to authorize to allow the City Manager to enter into a contract for Banking and Treasury Services with Ameris Bank.

**ATTACHMENTS:**

Description	Type	Upload Date
Three+One RFP Prep Presentation	Presentation	7/5/2023
Recommendation Memo	Cover Memo	7/5/2023
Draft Contract	Backup Material	6/27/2023



# City of Beaufort & rfpPrep

# What are three+one & rfpPrep?

- three+one's cashVest program complements the City's finance team by providing **liquidity data** that enables it to always be **earning and saving the most for taxpayers.**
- **rfpPrep issues & evaluates** Banking, Treasury, and Investment Services RFPs through a **paperless, online portal.**
  - Provides **apples-to-apples comparison** of service capability & pricing across banks.
  - Reduce the overall time of your RFP process by 75%.
  - Leverage three+one's marketplace data to confirm arrangements are in line with current benchmarks.

# RFP Process

- Three+one writes a customized **Issuance Document** to communicate the City's Banking and Treasury Services needs.
- **Three Phase Process:** Qualification, Interview, and Contract Review.
- Confirm each provider can **meet the City's service capability needs** through rfpPrep's service evaluation.
- Review **hard and soft fee scenarios** to confirm the most advantageous arrangement.
- Provide support during **contract review and service implementation.**

# Value Calculation

In this scenario, after all fees are paid, we estimate that Ameris would provide approx. **\$18,269 more value annually.**

	Ameris Bank	South Atlantic Bank
		
		
<b>Total Line Item Fees (excluding FDIC fees)</b>	\$11,761	\$2,467
<b>Total Line Item Fees (including FDIC fees)</b>	\$18,001	\$2,467
<b>DDA Rate</b>	4.46%	4.35%
<b>ECR</b>	1.00%	1.00%
<b>FDIC</b>	0.10%	0.00%
<b>eECR</b>	<b>0.90%</b>	<b>1.00%</b>
<b>Historical Average Balance</b>	\$6,239,916	\$6,239,916
<b>FDIC Fee (\$)</b>	\$6,240	\$0
<b>RR</b>	0%	10%
<b>Historical Balance Adjusted for RR</b>	\$6,239,916	\$5,615,924
<b>ECR Allowance</b>	\$56,159	\$56,159
<b>Interest Type</b>	<b>All Balances</b>	<b>All Balances</b>
<b>Excess / Deficit Balance</b>	\$6,239,916	\$5,615,924
<b>Interest Earned</b>	\$278,456	\$244,293
<b>Fees Paid</b>	<b>\$18,001</b>	<b>\$2,467</b>
<b>Net Value - Interest Earned Net of Fees Paid</b>	<b>\$260,455</b>	<b>\$241,826</b>

This scenario assumes the City chooses to earn interest on all dollars and pays all hard fees. Balances net of the Reserve Requirement are eligible to earn interest. South Atlantic charges a 10% Reserve Requirement, and Ameris does not.

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**CITY OF BEAUFORT - INTERNAL MEMORANDUM**

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**TO:** SCOTT MARSHALL  
**FROM:** ALAN EISENMAN  
**SUBJECT:** RFP 2023-104 – BANKING AND TREASURY SERVICES  
**DATE:** 6/6/2023  
**CC:** SANDY RICE

The City issued a Request for Proposal, RFP 2023-104 for Banking and Treasury Services from qualified financial institutions on March 10, 2023. The RFP was posted on the City's website, Vendor Registry, the State of South Carolina (SCBO) procurement website and was advertised on the City of Beaufort Facebook page. The City entered into a professional services agreement with Three+One for online banking RFP services to streamline the RFP process and navigate technical complexities of bank language.

The City received (7) sealed proposals by 4:00 PM on April 13, 2023 through the Three+One rfpPrep web portal. The following proposals were received:

South Atlantic Bank  
TD Bank  
Ameris Bank  
First Federal Bank  
Wells Fargo Bank  
First Citizens Bank  
JP Morgan Chase Bank

The selection committee of Alan Eisenman, Sandy Rice, and Scott Marshall met on April 20, 2023, to discuss Phase I pricing results with the Three+One team. The selection committee agreed to interview the top two candidates, South Atlantic Bank and Ameris Bank, on May 2, 2023 and May 3, 2023 and requested best and final pricing.

The City received the best and final pricing results from South Atlantic Bank and Ameris Bank on May 10, 2023. Based on the results of the final pricing and interview, the selection committee ranked Ameris Bank as the top candidate. They demonstrated a competitive rate and fee structure, experience working with local government entities and accessible services, and a proven track record of providing outstanding customer service.

Ameris Bank offered the highest net value, comprised of interest earned net of fees paid, for the City of \$260,455 per year or \$1,302,275 over the life of the proposed five-year contract. Ameris Bank net value was \$18,629 per year greater than the next bidder, South Atlantic Bank. The City plans on paying hard fees and earn interest on every dollar in order to maximize the value of the proposed contract with Ameris Bank. Ameris Bank also offered the highest interest rates of all the submitted proposals. Ameris Bank guaranteed to maintain pricing for the life of the contract, but South Atlantic Bank did not make the same affirmation statement in their bid.

Ameris Bank has provided the City with outstanding customer service over the past five years and provided quick response times. They have reached out to provide solutions for efficient credit card ticket sales for the City's Taste of Beaufort and Shrimp Festivals. Ameris Bank provides a night deposit drop box at their branch, which is currently not available at South Atlantic Bank. Ameris Bank has local government experience to assist with the City's banking needs and requirements.

The committee is unanimous in their recommendation of Ameris Bank for RFP 2023-104 Banking and Treasury Services.

*Standard Agreement Between  
City of Beaufort and Ameris Bank*

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

**AGREEMENT** made as of the \_\_\_ day of \_\_\_\_\_ in the year **2023** (the “Effective Date”)

**BETWEEN** the Owner:

**CITY OF BEAUFORT  
1911 BOUNDARY STREET  
BEAUFORT, SOUTH CAROLINA 29902**

and the Consultant

**AMERIS BANK  
2348 BOUNDARY STREET  
BEAUFORT, SC 29902**

The Project is:

**RFP 2023 – 104 BANKING AND TREASURY SERVICES**

**The Owner and Ameris Bank agree as follows:**

**ARTICLE 1 - THE DOCUMENTS**

The agreement between **City of Beaufort** and **Ameris Bank** with regard to the Work (as hereinafter defined) consists of (i) this Standard Agreement, (ii) Conditions of the Contract (General, Supplementary and other Conditions), (iii) the Request for Proposal (RFP 2023-104 Banking and Treasury Services), (iv) the Proposal Submitted by Ameris Bank in response to RFP 2023-104, (v) addenda issued prior to the Effective Date, and (vi) other documents listed in this Standard Agreement and Modifications issued after the Effective Date ((i) through (vi), inclusive, the “Contract”). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract, other than Modifications, appears in Article 8.

**ARTICLE 2 - THE WORK OF THIS CONTRACT**

**Ameris Bank** shall fully perform the scope of work described in Request for Proposal (RFP 2023-104 Banking and Treasury Services) and as otherwise provided in the Contract, except to the extent specifically indicated in the Contract to be the responsibility of others (the “Work”).

**ARTICLE 3 - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement of the Work shall be the Effective Date unless a different date is stated below, or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

**3.2** The Contract shall remain in effect for five fiscal years beginning with the fiscal year commencing July 1, 2023 and ending with the fiscal year ending June 30, 2028. At the end of this term, the City reserves the right to extend the Contract for a period of up to ninety days for the purpose of negotiating a new agreement.

**NOTICE TO PROCEED WILL BE ISSUED WITHIN ONE DAY OF THE EFFECTIVE DATE.**

#### **ARTICLE 4 - CONTRACT SUM**

**4.1** The Owner shall maintain Ameris Bank's required compensating balance detailed in their bid submission to RFP 2023-104 Banking and Treasury Services.

This amount is subject to additions and deductions as provided in the Contract.

**4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract and are hereby accepted by the Owner:

**NO ALTERNATES REQUIRED IN THIS CONTRACT**

#### **ARTICLE 5 - PAYMENTS**

**5.1** Banking fees and required compensating balance will be maintained as detailed in Ameris Banks' response to RFP 2023-104 Banking and Treasury Services.

#### **ARTICLE 6 - TERMINATION OR SUSPENSION**

**6.1** The Contract may be terminated by the Owner or **Ameris Bank** prior to work commencing.

**6.2** The work may be suspended by the Owner at any time.

#### **ARTICLE 7 - MISCELLANEOUS PROVISIONS**

**7.1** The Owner's representative is:

**ALAN EISENMAN, FINANCE DIRECTOR  
CITY OF BEAUFORT  
1911 BOUNDARY ST  
BEAUFORT, SOUTH CAROLINA 29902**

**7.2** **Ameris Bank's** representative is

**MELISSA WILLIAMS  
AMERIS BANK  
2348 BOUNDARY STREET  
BEAUFORT, SC 29902**

**7.3** Neither the Owner's representative nor the **Ameris Bank's** representative shall be changed without ten days' written notice to the other party.

#### **ARTICLE 8 - ENUMERATION OF CONTRACT DOCUMENTS**

**8.1** The Contract, except for Modifications issued after execution of the Contract, consists of the following enumerated documents (each of which is attached hereto and incorporated herein by reference):

**8.1.1** This executed Standard Agreement Between the **City of Beaufort** (Owner) and **Ameris Bank**.

**8.1.2** The General Conditions are the Owner's General Conditions as of the date hereof.

**8.1.3** The Specifications are those set forth in RFP 2023-104 BANKING AND TREASURY SERVICES.

**8.1.4** The Addenda, if any, are as follows:

**1. None.**

**8.1.5** Other documents, if any, forming part of the Contract are as follows:

- **RFP 2023-104 BANKING AND TREASURY SERVICES, AND THE PROPOSAL OF AMERIS BANK SUBMITTED IN RESPONSE TO RFP 2023-104 BANKING AND TREASURY SERVICES.**

- **CERTIFICATES OF LIABILITY INSURANCE AND WORKERS COMPENSATION INSURANCE**
- **CITY OF BEAUFORT BUSINESS LICENSE**

DRAFT

This Contract is entered into as of the Effective Date and is executed in at least three original copies, of which one is to be delivered to the Director of Finance, one to the Contractor for use in the administration of the Contract, and the remainder to the Owner.

\_\_\_\_\_  
**WITNESS**  
*(Signature)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
**CITY OF BEAUFORT**  
*(Signature)*

\_\_\_\_\_  
**SCOTT MARSHALL**  
**CITY MANAGER**

\_\_\_\_\_  
**WITNESS**  
*(Signature)*

\_\_\_\_\_  
*(Printed name)*

\_\_\_\_\_  
**WITNESS**  
*(Signature)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
**AMERIS BANK**  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**WITNESS**  
*(Signature)*

\_\_\_\_\_  
*(Printed name)*

**DRAFT**



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

---

**TO:** CITY COUNCIL **DATE:** 7/5/2023  
**FROM:** Linda Roper  
**AGENDA ITEM TITLE:** Request from CAPA and the Exchange Club of Beaufort to host the 29th Annual Ghost Tours, October 13-30, 2023, and request for two (2) complimentary parking spaces  
**MEETING DATE:** 7/11/2023  
**DEPARTMENT:** Downtown Operations

---

**BACKGROUND INFORMATION:**

The Exchange Club of Beaufort sponsors the annual Ghost Tours to benefit the Child Abuse Prevention Association. This will be its 29th annual Ghost Tours.

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**PLACED ON AGENDA FOR:** *Action*

**REMARKS:**

This is a special event to allow the Ghost Tours to conduct tours outside of their normal operating hours as designated by City Ordinance.

Staff recommends approval of request.

**ATTACHMENTS:**

Description	Type	Upload Date
Ghost Tours Request 2023	Cover Memo	7/5/2023



child abuse prevention association  
post office box 531 • beaufort • sc • 29901  
phone 843.524.4350 • fax 843.525.0070 • [capa714@earthlink.net](mailto:capa714@earthlink.net)  
[www.capabeaufort.org](http://www.capabeaufort.org)

June 7, 2023

Mrs. Linda Roper  
Director of Downtown Operations & Community Services  
City of Beaufort  
500 Carteret Street, Suite B 2  
Beaufort, SC 29902

Dear Mrs. Roper:

The Exchange Club of Beaufort is sponsoring the 29<sup>th</sup> Annual Ghost Tours to benefit the Child Abuse Prevention Association. The tours are scheduled for October 13<sup>th</sup> -15<sup>th</sup>, 20<sup>th</sup>-22<sup>nd</sup>, and 27<sup>th</sup>-30<sup>th</sup>.

Southern Rose Buggy Tours will submit a special event application and will supply carriages for the event. We are once again offering tours as we have for the past 28 years, utilizing volunteer storytellers. We request to load the carriages in the Beaufort Marina parking lot and to use Cannon Park to start our walking tours. The Exchange Club and friends will provide at least two security volunteers per walking tour. We ask that the sprinklers in Cannon Park be turned off on the tour days between 6:00PM-10:00PM to prevent our volunteers and participants from getting wet.

We respectfully request two parking spaces in the downtown Marina for our costume truck. These have been offered gratis in the past, and we hope it will continue to be so. We need these spaces from October 13<sup>th</sup>- October 29<sup>th</sup>.

We sincerely appreciate the cooperative relationship we have had with the City. This fun event brings in lots of visitors to the Beaufort area while raising funds for CAPA. We hope you will approve this year's Ghost Tours of Beaufort and we appreciate your continuous support.

Sincerely,

Jessie Chapman, CFRE  
Director of Development (CAPA)  
Exchange Club Member

GIVE. ADVOCATE. VOLUNTEER.  
**LIVE UNITED** 

The Child Abuse Prevention Association (CAPA), a United Way agency  
accredited by the Council on Accreditation, serving children and families  
of Beaufort and surrounding counties for over 30 years.



CREDIBILITY • INTEGRITY • ACHIEVEMENT



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

---

**TO:** CITY COUNCIL **DATE:** 7/5/2023  
**FROM:** Ashley Brandon  
**AGENDA ITEM TITLE:** Request from Beaufort Area Hospitality Association to host Beaufort Oyster Festival 5K on Saturday, January 20, 2024, from 7:45 AM to 9:30 AM  
**MEETING DATE:** 7/11/2023  
**DEPARTMENT:** Downtown Operations

---

***BACKGROUND INFORMATION:***

The 5K event is in conjunction with the Beaufort Oyster Festival, January 11-21, 2024. This event will use the standard 5K route of Bay Street to Hwy 21, over the Woods Memorial Bridge to Meridian and back.

---

***PLACED ON AGENDA FOR:*** Action

***REMARKS:***

Staff has reviewed request and recommends approval with Police and Sherriff contract for traffic control.

**ATTACHMENTS:**

Description	Type	Upload Date
Beaufort Oyster Festival 5K 2024	Cover Memo	7/5/2023



6/23/2023

Mayor Murray and Council City of Beaufort  
1911 Boundary Street Beaufort, SC 29902

Dear Mayor Murray and Members of Council,

The Beaufort Area Hospitality Association will be holding the Beaufort Oyster Festival for 2024 January 11th through 21<sup>st</sup>. BAHA would like to hold a Saturday morning 5k utilizing the City's existing route on January 20, 2024. Planning and setup would begin at 630am and closing of the event would be 11am. BAHA will not be having alcohol or food at the event, while we will encourage participants to dine and shop downtown thereafter or attend the festival at Waterfront Park.

BAHA and I truly appreciate your support of this 5k and the continuation of the Beaufort Oyster Festival and look forward to further strengthening our relationship with other organizations including the City of Beaufort.

The association recognizes that a downtown route over the Woods Bridge takes a great deal of planning and approval and coordination with various organizations including the Police Departments from the City of Beaufort & County Police, Coast Guard as well as Beaufort Town Council.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ashlee Houck', with a long, sweeping underline that extends to the left and then curves back to the right.

Ashlee Houck  
President & CEO  
Beaufort Area Hospitality Association

Cc: Scott Marshall, City Manager  
Linda Roper, Community Services



# 5K RUN/WALK APPLICATION

City of Beaufort-Downtown Operations & Community Services  
Attn: Andrea Hackenberger-Downtown Manager & Events Coordinator  
500 Carteret Street, Suite B2 Beaufort, SC 29902

Phone: (843) 379-7063 / Email: [ahackenberger@cityofbeaufort.org](mailto:ahackenberger@cityofbeaufort.org) | [www.cityofbeaufort.org](http://www.cityofbeaufort.org)

**To be filed NOT LESS than 120 days before event**

- **Fee:** \$25.00 non-refundable application fee is payable when the application is submitted
- **Run/Walk Route:** City of Beaufort has a standard route in place that everyone must follow

Name of Applicant: Ashlee Houck

Address: PO Box 566 Beaufort, SC 29936 Phone # 843 707 2705

Email: [info@bfthospitality.com](mailto:info@bfthospitality.com)

Name of Sponsoring Organization: Beaufort Area Hospitality Association

Address: PO Box 566 Beaufort, SC 29936

-----  
Date of 5K Run/Walk: January 20, 2024

Time of 5K Run/Walk will Begin: 730am 5K Run/Walk will Terminate: 10am

Time 5K Run/Walk Line-Up Begins: 8am Location(s) of Line-Up Area(s): Best Western Sea Island Inn

Approximate Number of Persons, Animals in the 5K Run/Walk: 550

5K Run/Walk will occupy all the width of the streets to be traversed: \_\_\_\_\_

5K Run/Walk will occupy only a portion of the width of the streets to be traversed: Yes

-----  
OFFICE USE ONLY: Application received by: \_\_\_\_\_ Date Received: \_\_\_\_\_

Receipt #: \_\_\_\_\_ Approved By: \_\_\_\_\_

**NOTE:** IF THE 5K RUN/WALK IS DESIGNED TO BE HELD BY AND ON BEHALF OF OR FOR ANY PERSON OTHER THAN THE APPLICANT, THE APPLICANT FOR SUCH PERMIT SHALL FILE A LETTER FROM THAT PERSON WITH THE CITY MANAGER AUTHORIZING THE APPLICANT TO APPLY FOR THE PERMIT ON HIS BEHALF.

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



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 7/5/2023  
**FROM:** Ashley Brandon  
**AGENDA ITEM TITLE:** Request from Beaufort County Library for Co-Sponsorship for use of Henry C. Chambers Park to Host Friends of Beaufort Library Fall Book Sale, November 3-5, 2023, request of overnight camping in park, fifteen (15) complementary parking spaces  
**MEETING DATE:** 7/11/2023  
**DEPARTMENT:** Downtown Operations

---

***BACKGROUND INFORMATION:***

This is an annual event by Friends of the Library for the Waterfront book sale at the Waterfront Pavillion. Overnight security for the books Thursday provided by Dataw security. The Beaufort Boy Scouts, Troop 1 will camp overnight in the pavilion to provide security Friday and Saturday. Parking spaces for 15 volunteers at the Freedom parking lot (an additional 5 spaces from last years request)

---

***PLACED ON AGENDA FOR:*** Action

***REMARKS:***

Staff recommends approval of the co-sponsorship.

**ATTACHMENTS:**

Description	Type	Upload Date
Friends of the Library Fall Book Sale	Cover Memo	7/5/2023



Ashley Brandon 7/1/23  
<abrandon@cityofbeaufort.org>  
Hi Ashley, I should know this by now.  
Sometimes I think I have the only Mac in town.  
Here is the pdf. If this doesn't work I'll drop off  
Monday - if you are open? Thanks happy 4th!!

February 15, 2023

Ms. Andrea Hackenberger

Email to [ahackenberger@cityofbeaufort.org](mailto:ahackenberger@cityofbeaufort.org), page 1 of 4 pages  
Beaufort City Hall, 500 Carteret, Beaufort, SC 29902

Re: Friends of the Library Waterfront Book Sale at Waterfront Pavilion  
- 2023 - Setup Thursday Nov 2<sup>nd</sup> Sale dates Nov 3, 4, 5, requested prior  
- 2024 - Setup Thursday Oct 31<sup>st</sup> Sale dates Nov 1, 2, 3, requested prior  
Requesting 2025 - Setup Thursday Nov 6<sup>th</sup> Sale dates Nov 7, 8, 9.

Dear Andrea;

I am delighted to confirm the Friends of the Library look forward to holding the Waterfront Book Sale in 2025. The rental agreement for the Chambers Waterfront Pavilion and the Co-Sponsorship request with the City of Beaufort are attached.

I will request a COI from Kinghorn Insurance later this summer for 2023 and send you a copy.

As in the past we are requesting approval for the following:

- Overnight security for the books Thursday, we hope to prevail upon Dataw security once again. The Beaufort Boy Scouts, Troop 1 will camp overnight in the pavilion to provide security Friday and Saturday.
- Parking spaces for 15 volunteers at the Freedom parking lot, I'll request from Alice.
- Please turn the sprinkler system near the Pavilion off from Thursday to Sunday.
- It would be very much appreciated if the Beaufort Police Department could make extra security checks those nights
- We had a hiccup 3 years ago during a cold and rainy weekend, where the electricity was turned off overnight. Please keep on for the overnight security person.
- Access to washroom area for overnight security.

Please don't hesitate to call 630-204-5597 if we've missed anything. Thank you!

Best regards,

Annette Jussaume, Sara Tybaert, Deb Chevas  
Co-Chairs FOL Waterfront Book Sale



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

---

**TO:** CITY COUNCIL **DATE:** 7/5/2023  
**FROM:** Ashley Brandon  
**AGENDA ITEM TITLE:** Request from The Exchange Club of Beaufort for Co-Sponsorship to host The 2023 Patriot's Day and award ceremony in the Henry C. Chambers Park and ten (10) complimentary parking passes on Monday, September 11, 2023, from 5:30 pm - 6:30 pm  
**MEETING DATE:** 7/11/2023  
**DEPARTMENT:** Downtown Operations

---

**BACKGROUND INFORMATION:**

Request from The Exchange Club for co-sponsorship to host the 2023 Patriot's Day and award ceremony in the Henry C. Chambers Park as well as a request for 10 complimentary parking spaces for the invited dignitaries.

---

**PLACED ON AGENDA FOR:** *Action*

**REMARKS:**

Staff recommends approval of the co-sponsorship.

**ATTACHMENTS:**

Description	Type	Upload Date
Patriot's Day and award ceremony 2023	Cover Memo	7/5/2023



# CITY OF BEAUFORT

## MEMORANDUM

TO: Scott Marshall, City Manager  
City Council

FROM: Ashley Brandon, Downtown Manager & Event Coordinator

DATE: July 5, 2023

SUBJECT: Request to host the 2023 Patriot's Day and award ceremony

---

**Patriot's Day and award ceremony, *Monday September 11, 2023- 5:30 PM until 6:30 PM***

The Exchange Club is requesting permission to host the 2023 Patriot's Day and award ceremony in the Henry C. Chambers Park. The Award ceremony will be "expanded" through a collaboration with organizers including assistance from the Fire Department and Police Department. This is a free event to the public that will include an awards ceremony in the pavilion for first responders as well as a speaker in remembrance of September 11<sup>th</sup>.

Request for approval includes:

- Use of Henry C. Chambers Park from 4:30 PM– 7:30 PM to accommodate the set up and tear down of activities.
- Permission to issue up to 10 complimentary parking passes to paid sponsors to fulfill the benefit commitment of their sponsorship packages, as well as a limited number of parking passes, to support event operations.

ldr



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

---

**TO:** CITY COUNCIL **DATE:** 7/5/2023  
**FROM:** Ashley Brandon  
**AGENDA ITEM TITLE:** Permission to host the 2023 Beaufort Shrimp Festival and Arts and Crafts Market in the Henry C. Chambers Park, October 5-7, 2023, host the Run Forrest Run 5K/Walk on Saturday October 7th and request waivers for the sale of alcohol, open container, public drinking, noise ordinances, street closures and permission for issuance of twenty five (25) parking passes  
**MEETING DATE:** 7/11/2023  
**DEPARTMENT:** Downtown Operations

---

***BACKGROUND INFORMATION:***

Downtown Operations requests permission to host the 2023 Beaufort Shrimp Festival in the Henry C. Chambers Park. Friday October 6th- Saturday October 7, 2023. This is an annual event. Downtown operations is requesting permission for alcohol sales, (beer and wine only), and to allow open alcohol containers and public drinking in the park during the festival. Downtown operations is also requesting permission to host the Run Forrest Run 5K Bridge Run/Walk Saturday, October 7, 2023, and to close streets to accommodate the event for the route, which is identical to the route used during this event in 2022. Downtown operations would also request permission to issue 25 complimentary parking passes to paid sponsors as well as to host an arts & crafts market on the green area at the west end of Henry C. Chambers Park across from the Downtown Marina Store.

---

***PLACED ON AGENDA FOR:*** Action

***REMARKS:***

This event is an annual event and downtown operations is requesting the same elements as previous years.

**ATTACHMENTS:**

Description	Type	Upload Date
Beaufort Shrimp Festival and 5k 2023	Cover Memo	7/5/2023



# CITY OF BEAUFORT

## MEMORANDUM

**TO:** Scott Marshall, City Manager  
City Council

**FROM:** Ashley Brandon, Downtown Manager & Events Coordinator

**DATE:** June 30, 2023

**SUBJECT:** Request for permissions related to the production and hosting of the 2023 Beaufort Shrimp Festival – October 6th and 7th, 2023 at Henry C. Chambers Park, Downtown Beaufort

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1. Permission to host the 2023 Beaufort Shrimp Festival in the Henry C. Chambers Park. Friday October 6th- Saturday October 7, 2023.
2. Permission for alcohol sales, (beer and wine only), and to allow open alcohol containers in the park during the festival from 5pm-10pm Friday October 6, 2023, until 8pm Saturday October 7, 2022. A temporary Special Event beer and wine license from the South Carolina Department of Revenue Alcohol and Beverage licensing department will be applied for.
3. Permission to host the Run Forrest Run 5K Bridge Run/Walk Saturday, October 7, 2023, and to close streets to accommodate the event for the route, which is identical to the route used during this event in 2022. The route is as follows: Start/Finish line at Freedom Mall down Bay Street, crossing the Woods Memorial Bridge to Lady's Island, down Meridian Road the reverse of the same rout back to Freedom Mall. All street closures and related controls will be coordinated with the City of Beaufort Police Department, Beaufort County Sheriff's Department, SC DOT, and the Bridge section of the Seventh Coast Guard District.
4. Permission for street closures at the following times, days, and locations: One direction of Charles Street Extension on Friday October 6th, 2023, 8am-11pm, and Saturday October 7, 2023, 8am-10pm to allow loading and unloading of equipment for entertainment, craft, and food vendors. Vehicles will be required to move their vehicles to an appropriate parking spot after loading/unloading. The other lanes of Charles Street Extension will be used for Emergency Vehicles.

5. Permission to issue complimentary parking passes to paid sponsors to fulfill the benefit commitment of their sponsorship packages, as well as a limited number of parking passes, not to exceed (25), which will be used to support event operations.
6. Permission to host an arts & crafts market on the green area at the west end of Henry C. Chambers Park across from the Downtown Marina Store on Friday October 6, 2023, 12pm-10pm and Saturday October 7, 2023, from 11am-6pm.



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 7/5/2023  
**FROM:** Ashley Brandon  
**AGENDA ITEM TITLE:** Request to host 2023 Halloween Celebration in the Henry C. Chambers Park on Saturday, October 21, 2023, 10AM to 2 PM and twenty (20) complimentary parking spaces  
**MEETING DATE:** 7/11/2023  
**DEPARTMENT:** Downtown Operations

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*BACKGROUND INFORMATION:*

Downtown Operations is requesting use of Henry C. Chambers Park from 9:00 AM- 3 PM to accommodate the set up and tear down as well as 20 complimentary parking passes for paid sponsors.

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*PLACED ON AGENDA FOR: Action*

**REMARKS:**

The Halloween event is an annual event and is the same set-up as previous years with no changes.

**ATTACHMENTS:**

Description	Type	Upload Date
Halloween Celebration 2023	Cover Memo	7/5/2023



# CITY OF BEAUFORT

## MEMORANDUM

TO: Scott Marshall, City Manager  
City Council

FROM: Ashley Brandon, Downtown Manager & Events Coordinator

DATE: June 30, 2023

SUBJECT: Request for permission hosting 2021 Community Event including:  
Halloween

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***Halloween Celebration: Saturday October 21, 2023- 10 AM until 2 PM***

Downtown Operations is requesting permission to host the annual Halloween Celebration in the Henry C. Chambers Park. This is a free event to the public that will include a DJ, games, inflatable bounce house activities, a costume parade and end with a trick or treating around the park to each sponsored table. Local schools and nonprofits will be invited to sell concessions during this event.

Request for approval includes:

- Use of Henry C. Chambers Park from 9:00 AM- 3 PM to accommodate the set up and tear down of activities.
- Permission to issue up to 20 complimentary parking passes to paid sponsors to fulfill the benefit commitment of their sponsorship packages, as well as a limited number of parking passes, to support event operations.

ldr



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 7/5/2023  
**FROM:** Ashley Brandon  
**AGENDA ITEM TITLE:** Request to host 2023 Holiday Weekend events to include street closures and other permissions, December 1-3, 2023  
**MEETING DATE:** 7/11/2023  
**DEPARTMENT:** Downtown Operations

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***BACKGROUND INFORMATION:***

Request for approval and permission for street closures for activities during the annual Beaufort Holiday Weekend, December 1– 3, 2023 to include, several street closures which are the same as previous years and a waiver of the open container and public drinking ordinances to allow consumption of wine and beer given away by the participating businesses.

Permission for placement of portable toilets to be placed on Scott and West Streets for the event.

For the light up the night boat parade request of approval to include the use of Henry C. Chambers Park from 4:00 PM– 9 PM and approval to use the inside dock of the Day Dock for staging of non-motorized boats who will participate in the parade.

For the Christmas parade request of approval to include approval of parade or Public Assembly Permit with waiver of the application fee for the standard downtown parade route and permission to have portable toilets placed in and around parade staging/line up area.

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***PLACED ON AGENDA FOR:*** Action

***REMARKS:***

This is an annual event with no changes from previous years request

**ATTACHMENTS:**

Description	Type	Upload Date
Holiday weekend event 2023	Cover Memo	7/5/2023



# CITY OF BEAUFORT

## MEMORANDUM

TO: Scott Marshall, City Manager  
City Council

FROM: Ashley Brandon, Downtown Manager & Events Coordinator

DATE: July 5, 2023

SUBJECT: Request to host 2023 Holiday Weekend Events, street closures, and related permissions

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We are requesting approval and permission for street closures for activities during the annual Beaufort Holiday Weekend, December 1– 3, 2023 during the hours of 6 PM until 10 PM and to close several street sections in the Core Commercial Area from 4:30 PM to 11:00 PM to accommodate the set up and tear down of the activities.

### ***A Night on the Town, Friday, December 1, 2023 – 6:00 PM until 9:00 PM***

This event includes extended shopping hours during an evening open house at the downtown shops; entertainment; seasonal foods served from non-profit booths on the street; a visit from Santa and the City of Beaufort tree lighting ceremony.

Several street sections in the Core Commercial Area will need to be closed during the hours of 4:30 PM to 10:30 PM to accommodate the setup and tear down of the activities.

The details of the closings include:

- Charles Street Extension at the traffic light from 8:00 AM Friday the 1st until 12 noon Saturday the 2nd, to allow for stage set up and removal.
- Bay Street from Carteret Street to Charles (allowing First Citizens Bank customer's drive through and bank access and exiting right only onto Bay Street for West bound traffic towards Charles Street)
- Bay Street from Charles Street to Newcastle Street at 5:30 PM (after Wells Fargo Bank closes)
- Port Republic Street from Scotts Street to Charles Street

- West Street from Bay Street through the Port Republic Street intersection
- Scott Street from Bay Street to Port Republic Street
- Scott Street block the parking lot beside Wells Fargo Advisors to keep the vehicles from exiting on to Scott Street.

Additional requests include:

- A waiver of the open container and public drinking ordinances to allow consumption of wine and beer given away by the participating businesses.
- Permission for placement of portable toilets to be placed on Scott and West Streets for the event.

***Light up the Night Boat Parade, Saturday, December 2, 2023 - 5:30 PM until 8:30 PM***

This event is presented by the America’s Boating Club of Beaufort and the City in the Henry C. Chambers Park. Decorated boats parade in front of the seawall and compete for prizes for the best in show.

Request for approval includes:

- Use of Henry C. Chambers Park from 4:00 PM– 9 PM
- Approval to use the inside dock of the Day Dock for staging of non-motorized boats who will participate in the parade.

***Christmas Parade, Sunday, December 3, 2023- 3:00 PM until 5:00 PM***

This parade is presented by Beaufort Lion’s Club and the City and is always well attended. It includes numerous decorated floats, bands, community groups and the fire trucks with Santa celebrating the season.

Request of approval include:

- Approval of parade or Public Assembly Permit with waiver of the application fee for the standard downtown parade route. With line up on Adventure, Greene, and side street with the parade to follow Boundary to Carteret to Bay Street to Bladen Street, concluding at its beginning point on Adventure Street. The Streets will re-open once all parade units and vehicles pass and on Adventure Street once the staging areas are clear.
- Permission to have portable toilets placed in and around parade staging/line up area.



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 6/16/2023  
**FROM:** Stephenie Price, Deputy Police Chief  
**AGENDA ITEM TITLE:** A resolution to allow the City Manager to enter into agreements with the Beaufort County Sheriff's Department to partner in shared service response for Bomb Squad, Canine Unit, Crime Scene Unit and SWAT  
**MEETING DATE:** 7/11/2023  
**DEPARTMENT:** Police

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***BACKGROUND INFORMATION:***

These Memorandum's of Understanding are a partnership between the City of Beaufort Police Department and the Beaufort County Sheriff's Office.

These also allow us to provide advanced training and specialty assignments to further our retention efforts and provide a better quality of service to our community. Further, these agreements allow for cost sharing, providing additional benefits while being fiscally responsible.

Bomb Squad  
Canine Unit  
Crime Scene Unit  
Special Weapons and Tactics Team (SWAT)

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***PLACED ON AGENDA FOR:*** Action

***REMARKS:***

Request the approval from Council to move forward with these Memorandums of Understanding.

**ATTACHMENTS:**

Description	Type	Upload Date
Resolution	Backup Material	6/23/2023
MOU - Bomb Squad	Backup Material	7/5/2023
MOU - Canine	Backup Material	7/5/2023
MOU - Crime Scene Unit	Backup Material	7/5/2023
MOU - SWAT	Backup Material	7/5/2023

**RESOLUTION 2023/010**

**A RESOLUTION TO ALLOW THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BEAUFORT COUNTY SHERIFF'S DEPARTMENT TO PARTNER IN SHARED SERVICE RESPONSE FOR BOMB SQUAD, CANINE UNIT, CRIME SCENE UNIT, AND SWAT**

**WHEREAS**, this Agreement is entered into by and between the Beaufort County Sheriff Department and the City of Beaufort Police Department; and

**WHEREAS**, the municipalities agree to enter Memorandums of Understanding for Bomb Squad, Canine, Crime Scene Unit, and tactical (SWAT) response and callouts; and

**WHEREAS**, the municipalities agree to share responsibility, training, and equipment for the county wide services to provide a regional approach to responding to situations where advanced training and tactics are needed to effectively resolve incidents; and

**WHEREAS**, the municipalities shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers; and

**WHEREAS**, each municipality shall maintain ultimate control over its personnel, regardless of where said personnel are physically located or what services said personnel are providing. All rights, duties, and obligations of the employers and the employees shall remain with the individual municipalities and each municipality shall be responsible for ensuring compliance with all applicable local, state and federal employment laws regarding their members; and

**WHEREAS**, this agreement is effective as to each party and the date and time of signing and will automatically renew each anniversary date, year to year; and

**WHEREAS**, the agreement shall remain in place, unless and until either party exercises the right to terminate these MOU for convenience upon sixty (60) days written notice to the other parties; and

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Beaufort, approves and agrees as follows:

1. The Memorandum of Understanding Bomb Squad between the Beaufort Sheriff Department and The City of Beaufort shall become effective upon adoption of this resolution.

2. The Memorandum of Understanding Canine between the Beaufort Sheriff Department and The City of Beaufort shall become effective upon adoption of this resolution.
3. The Memorandum of Understanding Crime Scene Unit between the Beaufort Sheriff Department and The City of Beaufort shall become effective upon adoption of this resolution.
4. The Memorandum of Understanding SWAT between the Beaufort Sheriff Department and The City of Beaufort shall become effective upon adoption of this resolution.

This Resolution shall be effective July 11, 2023.

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Stephen D. Murray III, Mayor

Attest:

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Traci Guldner, City Clerk



constitutes the agreement of the Parties for the provision of the services and cooperation as further described herein, and to the extent each Party is able.

**SECTION 4: Vesting of Authority and Jurisdiction:** To the full extent permitted by the Constitution and statutes of this State, all authority, duties, rights, privileges, immunities and jurisdiction, including the authority to execute criminal process and the power of arrest, are hereby conferred upon the Parties' named duly qualified law enforcement officers acting within and without his resident jurisdiction and surrounding areas not situated in the officers' employing jurisdiction. Local ordinances adopted by the Parties shall not be deemed extended to those areas located outside of the corporate limits of each Party's respective jurisdiction.

**SECTION 5: Term and renewal:** This agreement is effective as to each party and the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

**SECTION 6: Scope of services:** The services to be rendered pursuant to this Agreement shall solely involve the conditional transfer of law enforcement officers from one Party's jurisdiction to the Bomb Squad pursuant to the terms set forth in this agreement. The scope of services to be provided to the Bomb Squad involving explosives, suspected improvised explosive devices, incendiary devices, explosive chemicals, pyrotechnics, ammunition, other types of hazardous devices, and post blast investigations. Additionally, as needed the Bomb Squad will act as a support component of the Bomb Squad during all its operational assignments providing explosive, breaching capabilities, booby-trap neutralization, robot operations, WMD responses, along with any special assignments as deemed appropriate and approved by the Sheriff or his designee. The unit is also available to assist local, state, and federal agencies upon request.

**SECTION 7: Assignment of Law Enforcement Officers:** Only named Law Enforcement Officers from Beaufort PD shall be granted authority to perform services contemplated under this Agreement. The removal of any named Law Enforcement Officer in this agreement may be made at the discretion of the duly elected Sheriff, Chief or similar competent authority of the sending jurisdiction or his designee. If such removal occurs, the elected Sheriff, Chief, or similar competent authority or his designee shall notify the Parties in writing of such removal as soon as practicable. Any additional or alternative Law Enforcement Officers from Beaufort PD may be added upon a signed written addendum to this Agreement.

**SECTION 8: Authority over personnel:** Each Party shall maintain ultimate control over its personnel, regardless of where said personnel are physically located or what services said personnel are providing. All rights, duties, and obligations of the Parties as employers and the Bomb Squad as employees shall remain with the individual Parties and each Party shall be responsible for ensuring compliance with all applicable local, state and federal employment laws regarding their Bomb Squad members. Notwithstanding the foregoing, any law enforcement officer assigned by a Party to the Bomb Squad under this Agreement shall be directed by the Bomb Squad Commander as to all the Bomb Squad duties.

**SECTION 9: Training:** All named Law Enforcement personnel from Beaufort PD will attend all training mandated by their respective agencies. In addition, all members assigned to the Bomb Squad will attend and pass all training pertaining to their duties as a Bomb Squad member. Upon

agreement by the Parties, individual members may also attend training offered by reciprocal departments. The individual parties will maintain all training records and documentation related to their involvement with the Bomb Squad. The BCSO will ensure members of the Bomb Squad meet necessary qualifications and standards deemed appropriate by BCSO General Orders. Any named Law Enforcement personnel from Beaufort PD assigned to the Bomb Squad under this agreement shall be removed if s/he fails to meet the qualifications and standards deemed appropriate by BCSO.

**SECTION 10: Records:** Each Party shall maintain its own records concerning the provision and the performance of any services provided by a Party pursuant to this Agreement. In the event of an arrest or the issuance of a summons/uniform traffic ticket by an officer acting outside the scope of his/her jurisdiction pursuant to a valid request for assistance, the issuing/arresting authority shall be required to maintain the records of such event, unless or until the jurisdiction with prosecuting authority provides a written request for said records.

**SECTION 11: Equipment:** All required equipment for members of the Bomb Squad will be provided by BCSO. Notwithstanding the foregoing, this Agreement does not provide either Party with any greater rights to use the equipment of the other Party without its expressed consent.

**SECTION 12: Compensation, Bond and Related Matters:** This Agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or other governmental entity where they are permanently employed. Each Party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this Agreement shall include coverage for their activity in the county or municipality covered by this Agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

**SECTION 13: Insurance:** Each Party and/or Controlling Jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and such other coverage as may be required by law or deemed advisable by the individual Parties.

**SECTION 14: No Indemnification or Third Party Rights:** The Parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this Agreement and the Parties expressly disclaim such. The provisions of this Agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this Agreement. To the extent permitted by South Carolina law and the South Carolina Tort Claims Act, each Party to this Agreement agrees to seek its own legal representation and bear its own costs arising out of any litigation that may arise from the performance of its obligations under this Agreement. However, it is understood that this Agreement in no way limits or negates the provisions of South Carolina Code Ann. § 17-13-45.

**SECTION 15: Severability:** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or

inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

**SECTION 16: Other Agreements.** This Agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of law enforcement personnel, nor does this Agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning any ongoing investigations.

**SECTION 17: Modification or Amendment.** This MOU cannot be amended orally or by a single party. No amendment or change to this MOU shall be valid unless in writing and signed by the Parties.

**SECTION 18: Freedom of Information Act.** Any information shared or furnished to either Party pursuant to this Agreement shall be subject to the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the South Carolina Code of Laws, 1976, as amended, unless otherwise exempt from disclosure. Responding to any validly submitted Freedom of Information Act request will be the responsibility of the Party that receives the request, and such party will be responsible for any costs related to responding thereto; nevertheless, neither Party is obligated to obtain documents in possession of another Party to respond to a Freedom of Information Act request.

**SECTION 19: Construction.** The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

**SECTION 20: Captions.** The section headings appearing in this MOU are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

**SECTION 21: Termination.** In addition to any other rights to termination set forth in this MOU, the Parties may mutually agree to terminate this MOU prior to the expiration of the Term. Either party shall have the right to terminate this MOU for convenience upon thirty (30) days written notice to the other parties.

**SECTION 22: Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email or telephone facsimile counterparts of the signature pages.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and sealed as of the date first set above.

**OFFICE OF THE SHERIFF FOR BEAUFORT COUNTY**

\_\_\_\_\_  
(Signature of Witness 1)

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

P.J. TANNER, SHERIFF

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

**BEAUFORT POLICE DEPARTMENT**

\_\_\_\_\_  
(Signature of Witness 1)

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

DALE MCDORMAN, CHIEF

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

**CITY OF BEAUFORT**, a South Carolina municipal corporation

\_\_\_\_\_  
(Signature of Witness 1)

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

STEPHEN D. MURRAY III, MAYOR

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

\_\_\_\_\_  
(Signature of Witness 1)

ATTEST: \_\_\_\_\_

SCOTT MARSHALL, CITY MANAGER

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

Beaufort PD assigned to the Bomb Squad:



**SECTION 3: Consent and Request for Assistance:** Approval by the governing bodies and duly elected officials, and the execution of this Agreement by the authorized officials of each Party constitutes the agreement of the Parties for the provision of the services and cooperation as further described herein, and to the extent each Party is able.

**SECTION 4: Vesting of Authority and Jurisdiction:** To the full extent permitted by the Constitution and statutes of this State, all authority, duties, rights, privileges, immunities and jurisdiction, including the authority to execute criminal process and the power of arrest, are hereby conferred upon the Parties' duly qualified law enforcement officers and their canine acting within and without their resident jurisdiction and surrounding areas not situated in the officers' employing jurisdiction. Local ordinances adopted by the Parties shall not be deemed extended to those areas located outside of the corporate limits of each Party's respective jurisdiction.

**SECTION 5: Term and renewal:** This agreement is effective as to each party and the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

**SECTION 6: Scope of services:** Either Party shall have the ability to request the services of either Party's respective Canine Unit for any situation where a Canine is warranted. Those scope of those services may include, but are not limited to narcotic detection, building search, assisting in the arrest or prevent escape of serious or violent offender, protect sworn personnel or others from death or serious injury, track suspects, locate hidden evidence of a crime and detect the presence of narcotic.

**SECTION 7: Assignment of Law Enforcement Officers and Canine:** Only named Law Enforcement Officers and their Canine from Beaufort PD shall be granted authority to perform services contemplated under this Agreement. The removal of any named Law Enforcement Officer in this agreement may be made at the discretion of the duly elected Sheriff, Chief or similar competent authority of the sending jurisdiction or his designee. If such removal occurs, the elected Sheriff, Chief, or similar competent authority or his designee shall notify the Parties in writing of such removal as soon as practicable. Any additional or alternative Law Enforcement Officers or Canines from Beaufort PD may be added upon a signed written addendum to this Agreement.

**SECTION 8: Authority over personnel:** Each Party shall maintain ultimate control over its personnel, regardless of where said personnel are physically located or what services said personnel are providing.

**SECTION 9: Training:** All law enforcement officers and their canines will attend all training mandated by their respective agencies. Upon agreement by the Parties, individual members may also attend training offered by reciprocal departments. The individual parties will maintain all training records and documentation related to their involvement when responding to request for assistance.

**SECTION 10: Records:** Each Party shall maintain its own records concerning the provision and the performance of any services provided by a Party pursuant to this Agreement. In the event of an arrest or the issuance of a summons/uniform traffic ticket by an officer acting outside the scope of his/her jurisdiction pursuant to a valid request for assistance, the issuing/arresting authority shall

be required to maintain the records of such event, unless or until the jurisdiction with prosecuting authority provides a written request for said records.

**SECTION 11: Equipment and Facilities:** Each Party may utilize the equipment and facilities of their own law enforcement agency or other law enforcement agencies in carrying out the Party's obligations set forth in this Agreement. Beaufort PD will be solely responsible for the cost associated with purchasing and maintaining a trained law enforcement Canine.

**SECTION 12: Compensation, Bond and Related Matters:** This Agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or other governmental entity where they are permanently employed. Each Party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this Agreement shall include coverage for their activity in the county or municipality covered by this Agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

**SECTION 13: Insurance:** Each Party and/or Controlling Jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and such other coverage as may be required by law or deemed advisable by the individual Parties.

**SECTION 14: No Indemnification or Third-Party Rights:** The Parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this Agreement and the Parties expressly disclaim such. The provisions of this Agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this Agreement. To the extent permitted by South Carolina law and the South Carolina Tort Claims Act, each Party to this Agreement agrees to seek its own legal representation and bear its own costs arising out of any litigation that may arise from the performance of its obligations under this Agreement. However, it is understood that this Agreement in no way limits or negates the provisions of South Carolina Code Ann. § 17-13-45.

**SECTION 15: Severability:** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

**SECTION 16: Other Agreements.** This Agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of law enforcement personnel, nor does this Agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning any ongoing investigations.

**SECTION 17: Modification or Amendment:** This MOU cannot be amended orally or by a single party. No amendment or change to this MOU shall be valid unless in writing and signed by the

Parties.

**SECTION 18: Freedom of Information Act:** Any information shared or furnished to either Party pursuant to this Agreement shall be subject to the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the South Carolina Code of Laws, 1976, as amended, unless otherwise exempt from disclosure. Responding to any validly submitted Freedom of Information Act request will be the responsibility of the Party that receives the request and such party will be responsible for any costs related to responding thereto; nevertheless, neither Party is obligated to obtain documents in possession of another Party to respond to a Freedom of Information Act request.

**SECTION 19: Construction:** The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

**SECTION 20: Captions:** The section headings appearing in this MOU are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

**SECTION 21: Termination:** In addition to any other rights to termination set forth in this MOU, the Parties may mutually agree to terminate this MOU prior to the expiration of the Term. Either party shall have the right to terminate this MOU for convenience upon thirty (30) days written notice to the other parties.

**SECTION 22: Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email or telephone facsimile counterparts of the signature pages.

*[Remainder of Page Intentionally Left Blank. Signature Page(s) to follow.]*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and sealed as of the date first set above.

**OFFICE OF THE SHERIFF FOR BEAUFORT COUNTY**

\_\_\_\_\_  
(Signature of Witness 1)

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

P.J. TANNER, SHERIFF

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

**BEAUFORT POLICE DEPARTMENT**

\_\_\_\_\_  
(Signature of Witness 1)

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

DALE MCDORMAN, CHIEF

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

**CITY OF BEAUFORT, a South Carolina municipal corporation**

\_\_\_\_\_  
(Signature of Witness 1)

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

STEPHEN D. MURRAY III, MAYOR

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

\_\_\_\_\_  
(Signature of Witness 1)

ATTEST: \_\_\_\_\_

SCOTT MARSHALL, CITY MANAGER

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

Beaufort PD Officer and Canine:



mutual aid would best serve the interests of each jurisdiction and its residents in accordance with Sections 23-20-10 and 23-20-60 et seq. of the Code of Laws of South Carolina, 1976 as amended.

**SECTION 3: Consent and Request for Assistance:** Approval by the governing bodies and duly elected officials, and the execution of this Agreement by the authorized officials of each Party constitutes the agreement of the Parties for the provision of the services and cooperation as further described herein, and to the extent each Party is able.

**SECTION 4: Vesting of Authority and Jurisdiction:** To the full extent permitted by the Constitution and statutes of this State, all authority, duties, rights, privileges, immunities and jurisdiction, including the authority to execute criminal process and the power of arrest, are hereby conferred upon the Parties' named duly qualified law enforcement officers within and without their resident jurisdiction and surrounding areas not situated in the officers' employing jurisdiction. Local ordinances adopted by the Parties shall not be deemed extended to those areas located outside of the corporate limits of each Party's respective jurisdiction.

**SECTION 5: Term and renewal:** This agreement is effective as to each party and the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

**SECTION 6: Scope of services:** Either Party shall have the ability to request the services of the Crime Scene Unit for any situation where the Crime Scene Unit is warranted. Those scope of those services may include, but are not limited to the following: collecting, processing, and preserving physical evidence in the field; crime scene photography and videotaping; crime scene sketches; collection of known standards for comparison; collection of blood and/or other body fluids at crime scene; collection of sexual assault kits; and processing crime scene for latent prints. All services rendered under this agreement shall be in compliance with BCSO General Order 322A3 "Crime Scene Unit/Crime Scene Investigator's."

**SECTION 7: Assignment of Law Enforcement Officers the Crime Scene Unit:** Only named Law Enforcement Officers from Beaufort PD shall be granted authority to perform services contemplated under this Agreement. The removal of any named Law Enforcement in this agreement may be made at the discretion of the duly elected Sheriff, Chief or similar competent authority of the sending jurisdiction or his designee. If such removal occurs, the elected Sheriff, Chief, or similar competent authority or his designee shall notify the Parties in writing of such removal as soon as practicable. Any additional or alternative Law Enforcement Officers from Beaufort PD may be added upon a signed written addendum to this Agreement.

**SECTION 8: Authority over personnel:** Each Party shall maintain ultimate control over its personnel, regardless of where said personnel are physically located or what services said personnel are providing.

**SECTION 9: Training:** All law enforcement officers will attend all training mandated by their respective agencies. Upon agreement by the Parties, individual members may also attend training offered by reciprocal departments. The individual parties will maintain all training records and documentation related to their involvement when responding to requests for assistance.

**SECTION 10: Records:** Each Party shall maintain its own records concerning the provision and the performance of any services provided by a Party pursuant to this Agreement. In the event of an arrest or the issuance of a summons/uniform traffic ticket by an officer acting outside the scope of his/her jurisdiction pursuant to a valid request for assistance, the issuing/arresting authority shall be required to maintain the records of such event, unless or until the jurisdiction with prosecuting authority provides a written request for said records.

**SECTION 11: Equipment and Facilities:** Each Party may utilize the equipment and facilities of their own law enforcement agency or other law enforcement agencies in carrying out the Party's obligations set forth in this Agreement.

**SECTION 12: Compensation, Bond and Related Matters:** This Agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or other governmental entity where they are permanently employed. Each Party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this Agreement shall include coverage for their activity in the county or municipality covered by this Agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

**SECTION 13: Insurance:** Each Party and/or Controlling Jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and such other coverage as may be required by law or deemed advisable by the individual Parties.

**SECTION 14: No Indemnification or Third Party Rights:** The Parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this Agreement and the Parties expressly disclaim such. The provisions of this Agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this Agreement. To the extent permitted by South Carolina law and the South Carolina Tort Claims Act, each Party to this Agreement agrees to seek its own legal representation and bear its own costs arising out of any litigation that may arise from the performance of its obligations under this Agreement. However, it is understood that this Agreement in no way limits or negates the provisions of South Carolina Code Ann. § 17-13-45.

**SECTION 15: Severability:** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

**SECTION 16: Other Agreements.** This Agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of law enforcement personnel, nor does this Agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning any ongoing investigations.

**SECTION 17: Modification or Amendment:** This MOU cannot be amended orally or by a single party. No amendment or change to this MOU shall be valid unless in writing and signed by the Parties.

**SECTION 18: Freedom of Information Act:** Any information shared or furnished to either Party pursuant to this Agreement shall be subject to the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the South Carolina Code of Laws, 1976, as amended, unless otherwise exempt from disclosure. Responding to any validly submitted Freedom of Information Act request will be the responsibility of the Party that receives the request and such party will be responsible for any costs related to responding thereto; nevertheless, neither Party is obligated to obtain documents in possession of another Party to respond to a Freedom of Information Act request.

**SECTION 19: Construction:** The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

**SECTION 20: Captions:** The section headings appearing in this MOU are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

**SECTION 21: Termination:** In addition to any other rights to termination set forth in this MOU, the Parties may mutually agree to terminate this MOU prior to the expiration of the Term. Either party shall have the right to terminate this MOU for convenience upon thirty (30) days written notice to the other parties.

**SECTION 22: Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email or telephone facsimile counterparts of the signature pages.

*[Remainder of Page Intentionally Left Blank. Signature Page(s) to follow.]*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and sealed as of the date first set above.

**OFFICE OF THE SHERIFF FOR BEAUFORT COUNTY**

\_\_\_\_\_  
(Signature of Witness 1)

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

P.J. TANNER, SHERIFF

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

**BEAUFORT POLICE DEPARTMENT**

\_\_\_\_\_  
(Signature of Witness 1)

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

DALE MCDORMAN, CHIEF

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

**CITY OF BEAUFORT**, a South Carolina  
municipal corporation

\_\_\_\_\_  
(Signature of Witness 1)

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

STEPHEN D. MURRAY III, MAYOR

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

\_\_\_\_\_  
(Signature of Witness 1)

ATTEST: \_\_\_\_\_

SCOTT MARSHALL, CITY MANAGER

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

Beaufort PD Crime Scene Officer:



**SECTION 3: Consent and Request for Assistance:** Approval by the governing bodies and duly elected officials, and the execution of this Agreement by the authorized officials of each Party constitutes the agreement of the Parties for the provision of the services and cooperation as further described herein, and to the extent each Party is able.

**SECTION 4: Vesting of Authority and Jurisdiction:** To the full extent permitted by the Constitution and statutes of this State, all authority, duties, rights, privileges, immunities and jurisdiction, including the authority to execute criminal process and the power of arrest, are hereby conferred upon the Parties' duly qualified law enforcement officers acting within and without his resident jurisdiction and surrounding areas not situated in the officers' employing jurisdiction. Local ordinances adopted by the Parties shall not be deemed extended to those areas located outside of the corporate limits of each Party's respective jurisdiction.

**SECTION 5: Term and renewal:** This agreement is effective as to each party and the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

**SECTION 6: Scope of services:** The services to be rendered pursuant to this Agreement shall solely involve the conditional transfer of law enforcement officers from one Party's jurisdiction to the S.W.A.T. Team pursuant to the terms set forth in this agreement. The scope of services to be provided to the S.W.A.T. Team include hostage incidents, barricaded suspects, armed barricaded suspects, sniper attacks, service of high risk warrants, stake outs, civil disturbances, VIP protection, mental subjects, suicidal subjects, and any other tactical problems.

**SECTION 7: Assignment of Law Enforcement Officers:** Only named Law Enforcement Officers from Beaufort PD shall be granted authority to perform services contemplated under this Agreement. The removal of any named Law Enforcement Officer in this agreement may be made at the discretion of the duly elected Sheriff, Chief or similar competent authority of the sending jurisdiction or his designee. If such removal occurs, the elected Sheriff, Chief, or similar competent authority or his designee shall notify the Parties in writing of such removal as soon as practicable. Any additional or alternative Law Enforcement Officers from Beaufort PD may be added upon a signed written addendum to this Agreement.

**SECTION 8: Authority over personnel:** Each Party shall maintain ultimate control over its personnel, regardless of where said personnel are physically located or what services said personnel are providing. All rights, duties, and obligations of the Parties as employers and the S.W.A.T. team as employees shall remain with the individual Parties and each Party shall be responsible for ensuring compliance with all applicable local, state and federal employment laws with regard to the S.W.A.T. team members. Notwithstanding the foregoing, any law enforcement officer assigned by a Party to the S.W.A.T. team under this Agreement shall be directed by the S.W.A.T. Team Commander as to all the S.W.A.T. Team duties.

**SECTION 9: Training:** All named Law Enforcement personnel from Beaufort PD will attend all training mandated by their respective agencies. In addition, all members assigned to the S.W.A.T. Team will attend and pass all training pertaining to their duties as a S.W.A.T. Team member. Upon agreement by the Parties, individual members may also attend training offered by reciprocal departments. The individual parties will maintain all training records and documentation related

to their involvement with the S.W.A.T. Team. The BCSO will ensure members of the S.W.A.T. Team meet necessary qualifications and standards deemed appropriate by BCSO General Orders. Any named Law Enforcement personnel from Beaufort PD assigned to the S.W.A.T. Team under this agreement shall be removed if s/he fails to meet the qualifications and standards deemed appropriate by BCSO.

**SECTION 10: Records:** Each Party shall maintain its own records concerning the provision and the performance of any services provided by a Party pursuant to this Agreement. In the event of an arrest or the issuance of a summons/uniform traffic ticket by an officer acting outside the scope of his/her jurisdiction pursuant to a valid request for assistance, the issuing/arresting authority shall be required to maintain the records of such event, unless or until the jurisdiction with prosecuting authority provides a written request for said records.

**SECTION 11: Equipment:** All required equipment for members of the S.W.A.T. Team will be provided by BCSO. Notwithstanding the foregoing, this Agreement does not provide either Party with any greater rights to use the equipment of the other Party without its expressed consent.

**SECTION 12: Compensation, Bond and Related Matters:** This Agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or other governmental entity where they are permanently employed. Each Party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this Agreement shall include coverage for their activity in the county or municipality covered by this Agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

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**OFFICE OF THE SHERIFF FOR BEAUFORT COUNTY**

\_\_\_\_\_  
(Signature of Witness 1)

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

P.J. TANNER, SHERIFF

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

**BEAUFORT POLICE DEPARTMENT**

\_\_\_\_\_  
(Signature of Witness 1)

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

DALE MCDORMAN, CHIEF

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

**CITY OF BEAUFORT**, a South Carolina  
municipal corporation

\_\_\_\_\_  
(Signature of Witness 1)

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

STEPHEN D. MURRAY III, MAYOR

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

\_\_\_\_\_  
(Signature of Witness 1)

ATTEST: \_\_\_\_\_

SCOTT MARSHALL, CITY MANAGER

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

Beaufort PD assigned to the S.W.A.T. Team: