

AGENDA  
ITEM #9G



# Jasper County Engineering Services Public Works Department

James M Iwanicki, P.E.  
Director of Engineering Services  
[JIwanicki@jaspercountysc.gov](mailto:JIwanicki@jaspercountysc.gov)

P.O. BOX 1244 • Ridgeland, South Carolina 29936  
Phone (843) 726-7740 • FAX (843) 726-7743

## Jasper County Council

### Architectural Professional Services Change Order for the Coosawhatchie Fire Station.

<b>Meeting Date:</b>	April 6, 2026
<b>Agenda Item Number:</b>	9 G
<b>Subject:</b>	Architectural Professional Services Change Order for the Coosawhatchie Fire Station.
<b>Recommendation:</b>	Council approve the change order for McMillan Pazdan Smith LLC for professional architectural services for the new Coosawhatchie Fire Station in the amount of \$58,510 and authorize the County Administrator to sign the contract amendment.

**Description:** A contract was signed with McMillan Pazdan Smith LLC (MPS) for professional architectural services for the new Coosawhatchie Fire Station in September of 2024 in the amount of \$727,333.

MPS started the project and provided programming services based on locating the station at the site of the Old Coosawhatchie School. After these services were provided it was determined that a different property should be used for the fire station and the building footprint should be reduced to stay within budgetary constraints. The services have been on hold for a little over a year as these issues were worked out.

The change order is a result of having to duplicate some work previously completed and some minor adjustments for 2026 labor costs. The existing contract defines that these circumstances are conditions that justify additional compensation for the architect. The parties negotiated the attached change order to have an additional cost of \$58,510, bringing the new contract cost to \$785,843, an increase of just over 8%. The contract increase will be paid from CONSULTING SERVICES (010-062-3772.)

**Recommendation:** Council approve the change order for McMillan Pazdan Smith LLC for professional architectural services for the new Coosawhatchie Fire Station in the amount of \$58,510 and authorize the County Administrator to sign the contract amendment.

**Attachments:**

Contract Amendment



# AIA® Document G802® – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*

Fire-Rescue Station 31  
Jasper County, South Carolina  
MPS Project Number: 023569.00  
County Contract Number: 0001-IDC

**AGREEMENT INFORMATION:**

Date:  
9-12-2024

**AMENDMENT INFORMATION:**

Amendment Number:  
001

Date:  
3-13-2026

**OWNER:** *(name and address)*

Jasper County ("JACTY")  
PO Box 1149  
358 Third Avenue  
Ridgeland, SC 29936  
Andrew P. Fulghum, ICMA-CM,  
County Administrator  
843-717-3690

**ARCHITECT:** *(name and address)*

McMillan Pazdan Smith LLC  
850 Morrison Dr Suite 600  
Charleston, SC 29403  
843-566-0771  
Brian Fessler, AIA, LEED AP+, GGP  
| Senior Associate, Architect  
bfessler@mcmillanpazdansmith.com

The Owner and Architect amend the Agreement as follows:

Revise the MPS design scope and fees in accordance with Exhibit 1 – MPS Revised Proposal (Rev 2) dated March 5, 2026.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Refer to Fee Structure in Exhibit 1 attached hereto.

Schedule Adjustment:

Schedule will be determined by MPS and MBK after a written notice to proceed from Owner.

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name, title, and license number if required)*

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

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

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



March 5, 2026  
Revision 2

Andrew P. Fulghum, ICMA-CM  
County Administrator  
PO Box 1149  
358 Third Avenue  
Ridgeland, SC 29936  
843-717-3690  
jaspercountysc.gov

Re: New (Coosawhatchie) Fire-Rescue Station 31 ~~and Community Center~~  
Jasper County, South Carolina  
MPS Project Number: 023331.00 | [New MPS #023569.00](#)  
County Contract Number: 0001-IDC

Dear Andrew,

McMillan Pazdan Smith Architecture (MPS) is pleased to submit our **revised** proposal to Jasper County (JACTY) for Architectural design services for the above-mentioned project.

It is understood that this work will be completed under our current indefinite delivery contract (IDC) with the County. Note that MPS acquired Watson Tate Savory (WTS) Architecture in October of 2021, which was the original holder of this ongoing IDC from 2014.

It is understood that M.B. Kahn Construction Co. (MBK) will be the General Contractor for this project. The project will be delivered under a Construction Manager at Risk (CMAR) delivery method. MBK will have a separate contract for their scope of work, which will include overall program management, cost estimating, scheduling, and all construction related work.

The proposal below defines the MPS design scope and fees for this project.

### Project Description

MPS understands there is an immediate need to develop a new fire-rescue station to replace the existing and closed Fire Station 31, located at 6691 W. Frontage Road, Coosawhatchie, South Carolina.

Due to the limitations of the existing site, a new site will be selected **and purchased** by JACTY in the near future.

We understand the design will be similar to the ~~recently completed Marsh Cove~~ new **Dorchester County Fire Station**, ~~but~~ with **3** apparatus garage bays and **6** bunk rooms. Refer to exhibit 3. The building will have a pre-engineered metal building frame (PEMB) with a metal panel exterior. The County stated this building will have a 25–30-year life span, not the typical 50+ years of other civic structures. The total building size is estimated at ~~most~~ **±7,800 sf**. ~~Provisions for a future addition with 4 additional bunk rooms will be designed as part of this scope.~~ MPS understands that JACTY has obtained the appropriate permissions for this

general space layout to be used by MPS as a loose starting point for the new design of this project. Initially, the station will be staffed with 2 firefighters. Therefore, expansion capacity is built into the base design.

~~In addition to the fire station, the new site will also have a new 2,500-sf free-standing community center. This structure will contain a large open room with a capacity for 75 people and contain an operable partition to divide it into two rooms, as needed. It also includes a catering kitchen for serving pre-prepared foods (no cooking equipment included) and related support spaces like restrooms and storage spaces.~~

JACTY has established the total project budget at \$9M. This includes construction costs, design fees, furnishings, technology, and contingencies. It is noted that land acquisition costs are excluded and will be provided from a separate funding source if need.

The Building construction budget ~~has been~~ was established at \$5,091,900 in 2023. MPS has now been directed to provide a building that is less than the \$4.5M cost for the Dorchester County Station. MPS reserves the right to re-negotiate design fees, if scope or budget is exceeded.

There are no sustainability certifications or goals included in this proposal.

We anticipate that a site will be ~~purchased~~ selected within 1 week of a notice to proceed. We also expect that a geotechnical report, environmental report, ~~percolation test~~, and topographical / boundary surveys will be available for the site, ~~in CADD and PDF format~~, prior to beginning the schematic design phase. These reports are crucial to our team developing a clear understanding of the most economical foundations systems and site layout.

### **Scope of Project Delivery Design Services**

The MPS Project Team will provide Architectural and Interior Design Services and documentation for the project. MPS will engage the following engineering consultants for this project:

Davis & Floyd Engineering:	Civil, Landscape, and Structural
RMF Engineering:	Mechanical, Electrical, Plumbing, and Fire Protection

MPS will provide standard coordination services with our engineering design consultants.

The design will be produced in conformance with currently applicable building codes and local ordinances.

We propose to deliver the project design and documentation as follows:

### **Programming**

This phase was completed previously, and no new work is required. The program will now be based upon the Dorchester County Fire Station, with Owner noted revisions (Exhibit 3).

~~MPS will conduct a building programming session with JACTY to finalize the building project scope.~~

~~We propose to facilitate the session as a Workshop / Charrette in which all project stakeholders are engaged. It is anticipated that the workshop will be at most a half-day session. The decisions and results will be documented in the form of a written report. This facility spatial program will provide the basis for the Schematic Design and all future design phases of the project.~~

### **Schematic Design**

This phase was completed previously. However, based upon the revised program and new site, this phase will need to be redone in its entirety.

In this phase, MPS will develop a framework for the project. This will include:

1. Provide architectural (floor plan) drawings to show the overall scope of work
2. Provide 1 rendering of the building exterior to illustrate the design
3. Provide 2023 engineering narratives describing the Structural, Mechanical, Electrical, Plumbing, and Fire Protection systems in the building.
4. MPS will present the design to JACTY staff for review.
5. At completion of this phase, the MPS design team will provide drawings to MBK for pricing.

### **Design Development Phase**

Following JACTY review and approval of the SD cost estimate and design scope, the MPS team will proceed directly to the Design Development phase. This will include:

1. Develop materials, construction and structural system design of the building and envelope
2. Develop floor plans, sections, and elevations
3. Provide drawings outlining all engineering systems
4. Perform building code review studies
5. Review building concept with code officials, if required
6. MPS will present the design to JACTY staff for review.
7. At completion of this phase, the MPS design team will provide drawings to MBK for pricing.

### **Construction Documentation**

Following JACTY review and approval of the DD cost estimate and design scope, the MPS team will proceed directly to the construction documents phase.

Costs for the design team to address value engineering concerns after the completion of this DD cost estimate and approval to proceed, may result in a request for additional services for the design team.

This phase of work will complete all architectural details, system designs, schedules, and specifications necessary for bidding, and permitting of the project.

At the completion of this phase, MBK or MPS will submit Construction Documents to the Authority having jurisdiction (AHJ) for a building permit. MPS will also respond to any Plan Review comments received from the AHJ.

### **Procurement (Bidding and Negotiations)**

On behalf of JACTY, MBK will advertise and conduct the bidding process for sub-contractors. ~~MPS will attend a pre-bid meeting led by MBK.~~ MPS will review and respond to RFI inquiries and substitution requests. MBK will provide tabulation of sub-contractor bids for evaluation and recommendation of award, with a total project cost, plus a general construction contingency.

**Construction Administration Services**

Following the award of the construction contract, MPS will provide Construction Administration services for the building scope of work through completion and close out. This includes:

- a. Responses to RFIs
- b. Reviews of submittals
- c. Field observation reports
- d. Attendance at virtual bi-weekly (every other week) progress review meetings
- e. Provide comments for the MBK Punch list
- f. Provide Final Completion Forms for Closeout

During the estimated 10-month construction period, site visits will be provided as follows:

MPS (Architecture) Site Visits:	Not to exceed 9
D F (Structural) Site Visits:	Not to Exceed 4
RMF (MEP) Site Visits:	Not to Exceed 5
D F (Civil) Site Visits:	Not to Exceed 4

**Proposed Schedule**

Schedule will be determined ~~when the full scope of work is known~~ by MPS and MBK after a notice to proceed. ~~MPS understands that the County would like the initial programming meetings to begin ASAP.~~

**Proposed Fee Structure**

	Programming & Workshop 2024	Schematic Design 2024	Schematic Design 2026	Design Development 2026	Construction Documents 2026	Bidding / Procurement 2026	Construction Admin 2026	TOTALS 2026	
<b>Basic Services</b>									
MPS: Architecture	\$10,358	\$46,426	\$16,000	\$74,880	\$108,450	\$9,480	\$80,720	\$289,530	
RMF: Mech Elec Plumb FP	\$6,458	\$11,960	\$12,212	\$25,156	\$50,313	\$6,533	\$24,973	\$119,187	
D F: Structural	\$0	\$8,407	\$0	\$11,500	\$13,677	\$2,300	\$11,500	\$38,977	
	\$16,817	\$66,792	\$28,212	\$111,536	\$172,440	\$18,313	\$117,193	\$447,694	
<b>Supplemental Services</b>									
RMF: IT / DAS / PURVIS Coord	\$0	\$0	\$0	\$0	\$12,650	\$0	\$0	\$12,650	
D F: Eng. Septic System (if required)	\$0	\$0	\$0	\$4,600	\$5,750	\$0	\$1,150	\$11,500	
D F: Civil and Landscape	\$0	\$48,916	\$15,960	\$69,540	\$65,102	\$22,800	\$51,300	\$224,702	
<b>TOTALS</b>	<b>\$16,817</b>	<b>\$115,709</b>	<b>\$44,172</b>	<b>\$185,676</b>	<b>\$255,942</b>	<b>\$41,113</b>	<b>\$169,643</b>	<b>\$696,546</b>	
Credit for unbilled SD work		-\$43,228							
	\$89,297		\$696,546						\$785,843
	2024 Design Work		2026 Restart, New Site, Different Program						Total Design Services Project Cost

Please note that fees do not include reimbursable expenses or the preparation of promotional or marketing materials that may be required for the project. ~~Please also note these totals exclude all previously completed work from the original 2024 scope, as shown in the gray columns.~~

**Exclusions**

- Estimates of Probable Construction Costs (provided by MBK)
- Life Cycle Cost Analysis
- Scheduling and critical path scheduling
- Sustainability related design or certifications
- Energy modeling/daylighting simulation
- Site Surveying (provided by Owner)
- Public road improvements / Traffic Control Design
- Design, meetings, site visits, submittals, or other work required for the USDA Rural Development Loan Program
- 3D renderings or graphic representations beyond those included in this proposal
- Non AIA agreements / non-standard contract terms
- Items not specifically mentioned in our Scope of Work

**Additional Services**

Additional services as required or requested, or for any listed exclusions above can be provided on an hourly basis or pre-negotiated fee. Please see the attached McMillan Pazdan Smith 2026 schedule of hourly rates, attached as Exhibit 1. Reimbursable expenses in addition to the amount estimated below will also be included in addition to any additional service fee.

**Reimbursable Expenses**

- Printing, Plotting, and Scanning of Documents
- Copying
- Postage and Shipping
- Materials for Presentation Purposes
- Travel expenses, mileage, meals and Lodging if required.

Estimated cost to be. . . . . \$ 3,000

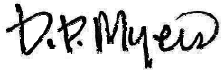
**Terms**

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid 45 days after the invoice date shall bear interest at the rate of 1.5% per month, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

**Acceptance**

If this proposal is acceptable to you, please sign the enclosed copy and return it to us for our files. We will then provide you with an AIA Contract for review and execution. Note that if a Contract other than an AIA contract is executed, additional costs will be required. We look forward to working with you on this important project and continuing our working relationship with Jasper County.

Sincerely,



Paulette Myers, AIA  
Principal  
Director of Charleston Office



Brian Fessler, AIA

Exhibit 1 – 2026 Schedule of Hourly Rates - MPS

~~Exhibit 2 – JCCFS 20230607 Updated Report Page (Fire Station & Community Center)~~

Exhibit 3 – Floor plan of Dorchester County Fire Station

cc: William Gray - MPS  
Annette Lippert - MPS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2026

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Andrew P. Fulghum  
County Administrator  
Jasper County


**AIA® Document B133® – 2019**
**Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition**

**AGREEMENT** made as of the 12 day of September in the year 2024  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address, and other information)

Jasper County ("JACTY")  
PO Box 1149  
358 Third Avenue  
Ridgeland, SC 29936  
Andrew P. Fulghum, ICMA-CM, County Administrator  
843-717-3690  
jaspercountysc.gov

and the Architect:  
(Name, legal status, address, and other information)

McMillan Pazdan Smith Architecture  
850 Morrison Dr Suite 600  
Charleston, SC 29403  
843-566-0771  
Brian Fessler, AIA, LEED AP+, GGP | Senior Associate, Architect  
bfessler@mcmillanpazdansmith.com

for the following Project:  
(Name, location, and detailed description)

Fire-Rescue Station 31  
Jasper County, South Carolina  
MPS Project Number: 023331.00  
County Contract Number: 0001-IDC

The Construction Manager (if known):  
(Name, legal status, address, and other information)

M.B. Kahn Construction Co., Inc.  
101 Flintlake Rd.  
Columbia, SC 29223  
803-736-2950  
Craig Floyd, Executive Vice President

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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**User Notes:**

(896033867)

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

It is understood that this work will be completed under our current indefinite delivery contract (IDC) with the County. Note that MPS acquired Watson Tate Savory (WTS) Architecture in October of 2021, which was the original holder of this ongoing IDC from 2014.

It is understood that M.B. Kahn Construction Co. (MBK) will be the General Contractor for this project. The project will be delivered under a Construction Manager at Risk (CMAR) delivery method. MBK will have a separate contract for their scope of work, which will include overall program management, cost estimating, scheduling, and all construction related work.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

MPS understands there is an immediate need to develop a new fire-rescue station to replace the existing and closed Fire Station 31, located at 6691 W. Frontage Road, Coosawatchie, South Carolina. Due to the limitations of the existing site, a new site will be selected by JACTY in the near future. We understand the design will be similar to the recently completed Marsh Cove Fire Station, but with 4 apparatus garage bays and 10 bunk rooms. The total building size is estimated at most 8,000 sf. MPS expects that the Owner will provide a geotechnical report, environmental report, and topographical / boundary surveys for the site prior to beginning the schematic design phase.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
(Provide total and, if known, a line item breakdown.)

JACTY has established the total project budget at \$9M. This includes construction costs, design fees, furnishings, technology, and contingencies. It is noted that land acquisition costs are excluded and will be provided from a separate funding source. The building construction budget has been established at \$5,091,900. MPS reserves the right to renegotiate design fees if scope or budget is exceeded.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

Schedule will be determined when the full scope of work is known by MPS and MBK.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:  
(Indicate agreement type.)

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:  
(List number and type of bid/procurement packages.)

N/A

§ 1.1.7  
(Paragraphs deleted)  
Deleted. No used.

(Paragraph deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address, and other contact information.)

Andrew P. Fulghum, ICMA-CM, County Administrator  
843-717-3690

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

Init.

N/A

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:  
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

M.B. Kahn Construction Co., Inc.  
101 Flintlake Rd.  
Columbia, SC 29223  
803-736-2950  
Craig Floyd, Executive Vice President

(Paragraphs deleted)

- .2 Geotechnical Engineer:

TBD

(Paragraphs deleted)

- .3 Other consultants and contractors:  
(List any other consultants and contractors retained by the Owner.)

Special Inspections and others TBD

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:  
(List name, address, and other contact information.)

Brian Fessler, AIA, LEED AP+, GGP | Senior Associate, Architect  
bfessler@mcmillanpazdansmith.com  
McMillan Pazdan Smith Architecture  
850 Morrison Dr Suite 600  
Charleston, SC 29403  
843-566-0771

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Surveying, Civil Engineering, Landscaping, & Structural Engineer:

Davis and Floyd, Inc.  
1940 Algonquin Road, Suite 301  
Charleston, SC 29405  
Phone: (843) 554-8602

- .2 Mechanical, Electrical, Plumbing, Fire Protection Engineer:

Init.

RMF Engineering, Inc.  
194 Seven Farms Dr., Suite G  
Charleston, SC 29492  
Phone: 843-971-9639

*(Paragraphs deleted)*

§ 1.1.12.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.13 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00 ) for each occurrence and two million dollars (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00 ) each accident, one million dollars (\$ 1,000,000.00 ) each employee, and one million dollars (\$ 1,000,000.00 ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million dollars (\$ 5,000,000.00 ) per claim and ten million dollars (\$ 10,000,000.00 ) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

### § 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

### § 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations.

Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

#### § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

#### § 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and mark, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's mark of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be

responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Not provided
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Not provided
§ 4.1.1.4 Measured drawings	Not provided
§ 4.1.1.5 Existing facilities surveys	Not provided
§ 4.1.1.6 Site evaluation and planning	Not provided
§ 4.1.1.7 Building Information Model management responsibilities	Not provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.9 Civil engineering	Architect's Consultant
§ 4.1.1.10 Landscape design	Architect's Consultant
§ 4.1.1.11 Architectural interior design	Not provided
§ 4.1.1.12 Value analysis	Not provided
§ 4.1.1.13 Cost estimating	Not provided
§ 4.1.1.14 On-site project representation	Not provided
§ 4.1.1.15 Conformed documents for construction	Not provided
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Not provided
§ 4.1.1.18 Post-occupancy evaluation	Not provided
§ 4.1.1.19 Facility support services	Not provided
§ 4.1.1.20 Tenant-related services	Not provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.22 Telecommunications/data design	Architect's Consultant – Infrastructure Only*
§ 4.1.1.23 Security evaluation and planning	Not provided
§ 4.1.1.24 Commissioning	Not provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.26 Historic preservation	Not provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.28 Other services provided by specialty Consultants	Not provided
§ 4.1.1.29 Other Supplemental Services	Not provided

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

**Programming** – Refer to Ex. A, MPS Proposal dated September 26, 2023. MPS will conduct a building programming session with JACTY to finalize the building project scope. The session shall be a Workshop / Charrette in which all project stakeholders are engaged. It is anticipated that the workshop will be at most a half-day session. The decisions and results will be documented in the form of a written report. This facility spatial program will provide the basis for the Schematic Design and all future design phases of the project.

**Civil Engineering & Landscape Design** – Provided by Davis and Floyd, Inc. - Professional services for surveying, civil engineering, landscaping, and structural engineering design of the proposed structure known as the New Coosawhatchie Fire-Rescue Station 31 in Jasper County, South Carolina. The Basic Services include schematic design, design development, construction documents, permitting, procurement (bidding and negotiations), and general construction administration.

**As-Designed Record Drawings** – The record of everything the Architect designed for the Project, and include the original Construction Documents plus all addenda, Architect’s Supplemental Instructions, Change Orders, Construction Change Directives and minor changes in the work.

**Telecommunications/Data Design** – Infrastructure only, not full design services. Provided by RMF Engineering.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

*(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager’s estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner’s budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner- authorized recipients;

- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One ( 1 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Nine ( 9 ) visits to the site by the Architect during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion
- .5 Four ( 4 ) visits to the site by D|F Structural during construction
- .6 Five ( 5 ) visits to the site by RMF (MEP) during construction
- .7 Four ( 4 ) visits to the site by D|F Civil during construction

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

**§ 5.3** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

**§ 5.4** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.5** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.6** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.7** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.8** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

**§ 5.9** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.10** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;

- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect’s obligation to indemnify and hold the Owner and the Owner’s officers and employees harmless does not include a duty to defend. The Architect’s duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3 Arbitration**

§ 8.3.1 Not Used

§ 8.3.1.1 Not Used

§ 8.3.2 Not Used

§ 8.3.3 Not Used

**§ 8.3.4 Consolidation or Joinder**

§ 8.3.4.1 Not Used

§ 8.3.4.2 Not Used

§ 8.3.4.3 Not Used

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

15% of the total Compensation for the balance of Work not completed and enumerated in Article 11 as revised.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

15% of the total Compensation for the balance of Work not completed and enumerated in Article 11 as revised.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the

Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

	Programming & Workshop	Schematic Design	Design Development	Construction Documents	Bidding / Procurement	Construction Admin	TOTALS
<b>Basic Services</b>							
MPS: Architecture	\$10,358	\$46,426	\$74,350	\$105,862	\$9,069	\$79,290	\$325,354
RMF: Mech Elec Plumb FP	\$6,458	\$11,960	\$24,638	\$49,275	\$6,399	\$24,458	\$123,188
DJF: Structural	\$0	\$8,407	\$13,473	\$14,665	\$2,486	\$14,768	\$53,800
	\$16,817	\$66,792	\$112,460	\$169,802	\$17,954	\$118,516	\$502,341
<b>Supplemental Services</b>							
RMF: IT / DAS / PURVIS Coord	\$0	\$0	\$0	\$12,498	\$0	\$0	\$12,498
DJF: Civil and Landscape	\$0	\$48,916	\$24,751	\$33,012	\$57,672	\$48,141	\$212,493
<b>TOTALS</b>	<b>\$16,817</b>	<b>\$115,709</b>	<b>\$137,211</b>	<b>\$215,312</b>	<b>\$75,626</b>	<b>\$166,657</b>	<b>\$727,333</b>

(Note that these totals are 4% higher than the 9.26.2023 proposal letter to reflect current design team 2024 billing rates)

- .2 Percentage Basis  
(Insert percentage value)

N/A.

- .3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Provided on an hourly basis per Exhibit B (MPS 2024 Hourly Fee Schedule) or a pre-negotiated lump sum amount.

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Provided on an hourly basis per Exhibit B (MPS 2024 Hourly Fee Schedule) or a pre-negotiated lump sum amount.

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent ( 15 %), or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

*(Table deleted)*

Refer to the compensation table in clause 10.1 above.

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to Exhibit B – MPS 2024 Fee Schedule

*(Table deleted)*

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent ( 15 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:  
*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

N/A

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 Not Applicable

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

1.5 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

N/A

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.  
*(Insert the date of the E234-2019 incorporated into this agreement.)*


Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A – MPS Proposal dated September 26, 2023  
Exhibit B – MPS 2024 Fee Schedule

- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

N/A

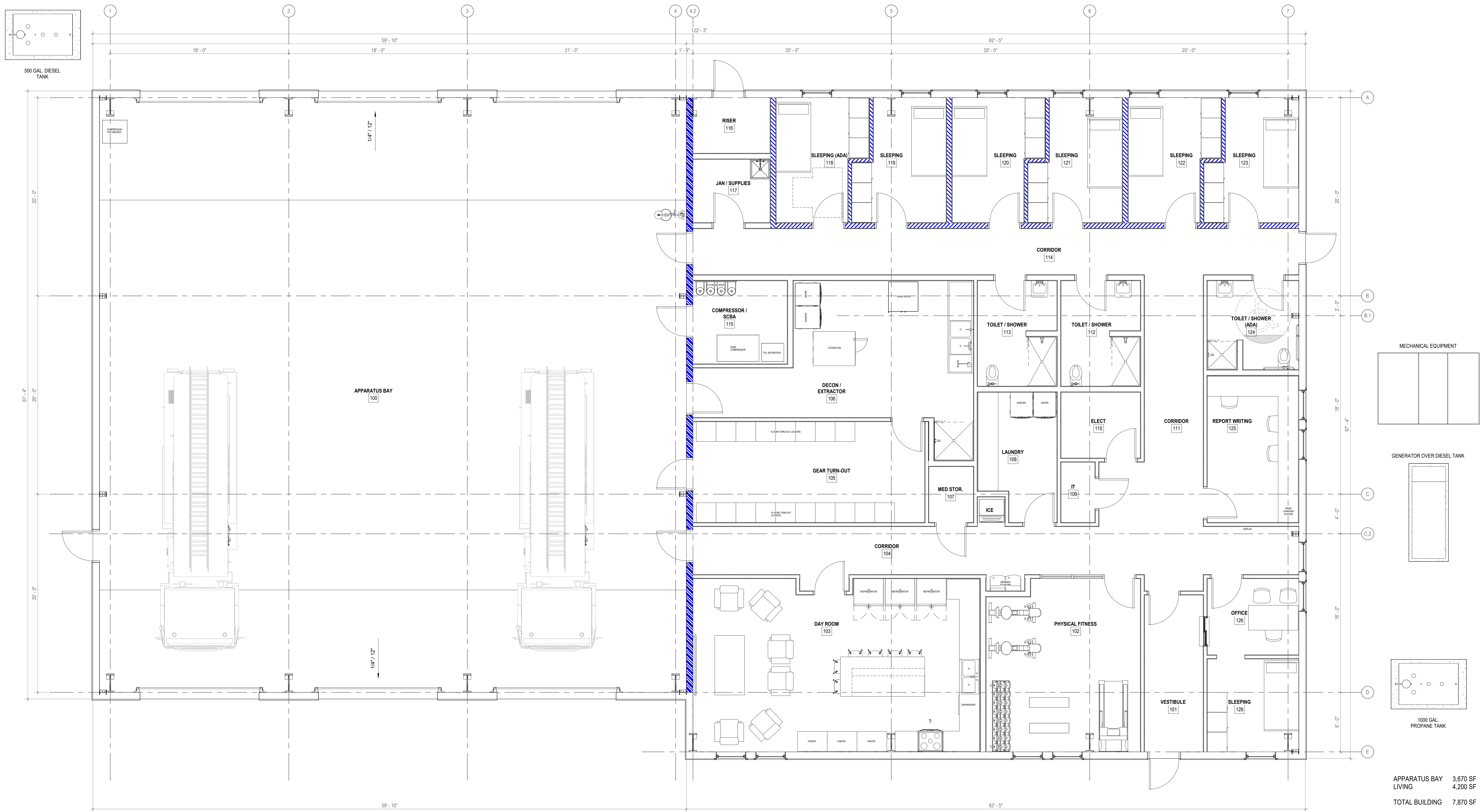
This Agreement entered into as of the day and year first written above.

  
\_\_\_\_\_  
**OWNER** *(Signature)*

Andrew P. Fulghum, ICMA-CM, County  
Administrator  
\_\_\_\_\_  
*(Printed name and title)*

  
\_\_\_\_\_  
**ARCHITECT** *(Signature)*

Paulette Myers, AIA Principal | Director of Charleston  
Office  
\_\_\_\_\_  
*(Printed name, title, and license number, if required)*



APPARATUS BAY	3,670 SF
LIVING	4,200 SF
TOTAL BUILDING	7,870 SF



AGENDA  
ITEM #9H



# Jasper County Engineering Services Public Works Department

James M Iwanicki, P.E.  
Director of Engineering Services  
[JIwanicki@jaspercountysc.gov](mailto:JIwanicki@jaspercountysc.gov)

P.O. BOX 1244 • Ridgeland, South Carolina 29936  
Phone (843) 726-7740 • FAX (843) 726-7743

## Jasper County Council

### 112 Weathersbee Building Renovation Upfit for Assessors Office and Authorization to Engage MBKahn to Prepare a Guaranteed Maximum Price Proposal for the Upfit.

<b>Meeting Date:</b>	April 6, 2026
<b>Item Number:</b>	9 H
<b>Subject:</b>	112 Weathersbee Building Renovation Upfit for Assessors Office and Authorization to Engage MBKahn to Prepare a Guaranteed Maximum Price Proposal for the Upfit.
<b>Recommendation:</b>	Council approve renovating 112 Weathersbee Building and upfitting it for the Assessor Office with an overall budget of \$500,000. In addition, authorize staff to engage MBKahn to prepare a Guaranteed Maximum Price Proposal for the Upfit project for Council approval.

**Description:** 112 Weathersbee was the temporary home the Pratt Memorial Library. The Library project is completed and at the October 30, 2025, Capital Improvement Plan and Budget Workshop Council consensus was to upfit 112 Weathersbee for the Assessor. During that meeting, \$200,000 in GO Bond Series funding was identified to accomplish the upfit.

I have refined the estimates and anticipate the construction cost including professional services and contingency to be +/- \$385,000. Therefore, a comprehensive budget of \$500,000 should be used. We have other GO Bond Series projects that were identified in October the 2025 meeting that are currently on hold so the additional \$300,000 in GO bonding is available for this project. A completion date of July 2026 is realistic for this scope of work.

**Recommendation:** Council approve renovating 112 Weathersbee Building and upfitting it for the Assessor Office with an overall budget of \$500,000. In addition, authorize staff to engage MBKahn to prepare a Guaranteed Maximum Price Proposal for the upfit project for Council approval.

**Attachments:**

None

AGENDA

ITEM #9I

**STATE OF SOUTH CAROLINA**  
**COUNTY OF JASPER**

**Ordinance 2026-\_\_\_\_\_**

**AN ORDINANCE**  
**OF JASPER COUNTY COUNCIL**

**AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES OF JASPER COUNTY REGARDING FIRE PROTECTION DISTRICTS TO CREATE THE JASPER COUNTY RURAL FIRE PROTECTION DISTRICT; ELIMINATING ALL EXISTING FIRE PROTECTION DISTRICTS; AUTHORIZING THE NOVATION OF ALL OUTSTANDING BONDS AND OTHER DEBT OBLIGATIONS TO THE NEW DISTRICT; REQUESTING AND ACCEPTING DEDICATION OF COUNTY-FUNDED FIRE CAPITAL EQUIPMENT AND FACILITIES; AUTHORIZING A FIRE SERVICE CONTRACT BETWEEN THE NEW DISTRICT AND THE CITY OF HARDEEVILLE; AUTHORIZING THE LEASE OF CERTAIN COUNTY REAL PROPERTY; AUTHORIZING THE CONVEYANCE OF CERTAIN PERSONAL PROPERTY; AND OTHER MATTERS RELATING THERETO.**

**WHEREAS**, the County Council of Jasper County (the “**County Council**”), the duly elected governing body of Jasper County, South Carolina (“**County**”), is empowered pursuant to Title 4, Chapter 19 (the “**Enabling Act**”) of the Code of Laws of South Carolina 1976, as amended (the “**South Carolina Code**”), “[t]o establish, operate, and maintain a system of fire protection” within the County.

**WHEREAS**, pursuant to the Enabling Act, Ordinance No. 09-19 dated July 20, 2009, as amended by Ordinance No. 2019-18 dated July 15, 2019, as amended by Ordinance No. 2022-39 dated March 15, 2023, and as amended by Ordinance No. 23-21 dated January 16, 2024 (collectively, the “**Existing Fire District Ordinances**”), the County previously established five separate fire service areas within unincorporated areas of the County, to wit: the Cherry Point Fire Protection District (“**Cherry Point**”), Rural Jasper County Fire Protection District, Levy Fire Protection District (“**Levy**”), Ridgeland Vicinity Fire Protection District, and Hardeeville Vicinity Fire Protection District (collectively, the “**Fire Districts**”).

**WHEREAS**, the County Council seeks to restructure the organization of fire services in the County by creating the Jasper County Rural Fire Protection District (the “**Jasper Fire District**”) and eliminating all of the Fire Districts (the “**Consolidation**”). The County Council has determined that the Consolidation will: (a) attract new firefighters; (b) retain existing firefighters; (c) allow for proper training of new and existing firefighters, and the potential to hire full-time firefighters; (d) stabilize service calls and fire station capacity; (e) promote better responsiveness and fire service to taxpayers, residents, and businesses within the County; (f) more effectively and

equitably spread the cost of fire services throughout the County; (g) unify and potentially improve ISO ratings throughout the County; (h) ensure County oversight on fire funding; (i) create accountability for contractual fire service providers operating in the County; and (j) promote regional cooperation and joint services with municipal fire service providers in the County.

**WHEREAS**, the County Council has determined to amend and restate the Existing Fire District Ordinances, as codified at Chapter 9, Article IV of the County's Code of Ordinances, in order to implement the Consolidation, and eliminate the Fire Districts.

**WHEREAS**, with the exception of Levy, all of the other Fire Districts are all governed, controlled, and operated by the County as an administrative division thereof; by and through the Consolidation, the Levy Fire Protection District Board will be dissolved, and thereafter, the Jasper Fire District will be governed, controlled, and operated as an administrative division of the County.

**WHEREAS**, as of the date hereof, there is outstanding the original principal amount \$1,308,200 Jasper County, South Carolina Fire Protection Service General Obligation Bond (Cherry Point Fire Protection District), Series 2023 (the "**Outstanding Obligation**") maturing on April 13, 2053.

**WHEREAS**, the Outstanding Obligation was issued for the benefit of Cherry Point, and is subject to novation under the terms hereof.

**WHEREAS**, pursuant to Sections 4-9-30(3) and 4-9-41 of the South Carolina Code, the County is expressly authorized to provide fire protection and related emergency services and to enter into contracts and cooperative arrangements for the joint administration and delivery of governmental services. These statutory provisions empower the County to determine the most efficient and effective means of furnishing essential public safety services to residents within its jurisdiction, including through intergovernmental agreements with municipalities.

**WHEREAS**, the County Council has determined that contracting with the City of Hardeeville, South Carolina ("**Hardeeville**") for the provision of fire protection and emergency services within the southern portion of the Jasper Fire District (Levy, West Hardeeville and portions of old Cherry Point), as shown on the map attached hereto as Exhibit A, serves a valid public purpose and promotes the health, safety, and welfare of the residents of the Jasper Fire District. Accordingly, the County's decision to enter into a Fire and Emergency Service Agreement with Hardeeville (the "**Hardeeville Service Agreement**"), the form of which is attached hereto as Exhibit B, for the provision of fire and emergency services within the southern portion of the Jasper Fire District is authorized by law, supported by sound public policy considerations, and undertaken in furtherance of the County's responsibility to provide for the protection of life and property within its jurisdiction.

**WHEREAS**, as a result of the Hardeeville Service Agreement, certain of the County’s existing fire stations will no longer be used by the County. Instead, the County will lease certain existing fire stations, particularly the Levy Fire Station (Station No. 25) (the “**Levy Station**”) and the Bellinger Hill Fire Station (Station No. 20) (the “**Bellinger Station**”) and together with the Levy Station, the “**Leased Stations**”), to Hardeeville for their use during the pendency of the Hardeeville Service Agreement under the terms of that certain Lease Agreement, the form of which is attached hereof as Exhibit C (the “**Lease Agreement**”). Additionally, certain Fire Assets (as defined herein) will be conveyed to Hardeeville under the terms of that certain Bill of Sale, the form of which is attached hereto as Exhibit D (the “**Bill of Sale**”).

**WHEREAS**, the terms of the Lease Agreement and the Bill of Sale provide for the City to lease the Leased Stations and acquire the Fire Assets for a cost that is arguably less than the fair market value of the respective interest. The County is cognizant that its authority to dispose of real property is limited by a fiduciary duty to act in the best interest of the public.<sup>1</sup> The County has a fiduciary duty to receive consideration of “reasonably equivalent value” in exchange for its sale or conveyance of real property.<sup>2</sup> In determining what constitutes “reasonably equivalent value,” the County is not limited to considering the monetary value received for the property but may also “consider indirect benefits resulting to the public in determining what is a fair and reasonable return for disposition of its properties....”<sup>3</sup>

**WHEREAS**, County Council has considered both the direct financial consideration and the indirect public benefits anticipated to result from the Lease Agreement and Bill of Sale and has determined that, taken together, such consideration constitutes reasonably equivalent value and a fair and reasonable return to the public for the disposition of the County’s interests in the Leased Stations and Fire Assets.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL**, as follows:

**Section 1 Recitals.** Each finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct. The County Council has determined that its actions herein satisfy all of the requirements and conditions set forth and established in the Enabling Act. The County Council believes that it is in the best interest of the County to undertake the Consolidation under the Enabling Act. Further, and as required by the Enabling Act, the County Council finds and determines that the establishment of the Jasper Fire District satisfies the requirements and conditions set forth in Section 4-19-10 of the Enabling Act.

**Section 2 Amendment and Restatement of the County’s Code of Ordinances.** The Existing Fire District Ordinances, as codified in the County’s code of

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<sup>1</sup> *Haesloop v. City Council of Charleston*, 115 S.E. 596, 600 (S.C. 1923).

<sup>2</sup> *Id.*

<sup>3</sup> Quoting *McKinney v. City of Greenville*, 203 S.E.2d 680, 688 (S.C. 1974).

ordinances at Chapter 9 “Civil Emergencies”, Article IV “Fire Protection Districts” shall be amended and restated in its entirety as follows:

## **Chapter 9 – CIVIL EMERGENCIES**

### **Article IV. – FIRE PROTECTION DISTRICT**

#### **Sec. 9-80. Findings of Fact.**

As an incident to the enactment of this article, Jasper County, South Carolina (the “County”), the County Council of Jasper County, the governing body of the County (the “Council”), finds that there shall be enacted a uniform ordinance for the operation of the system of fire protection within the County.

(1) Pursuant to the provisions of Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the “Enabling Act”), the Council is empowered to establish, operate, and maintain a system of fire protection within designated areas of the County in order to provide the residents and property owners who reside and own property located within the designated areas with fire protection services.

(2) Pursuant to the Enabling Act, the County has determined to implement a fire service taxing district that is comprised of the unincorporated area of the County. The term "unincorporated area" means the area not included within the corporate boundaries of a municipal corporation created pursuant to Title 5, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, or within a special purpose district created before March 7, 1973, to which has been committed the governmental service which the county council intends to provide through the proposed special taxing district unless the special purpose district has been dormant for five years or more. There are no special purpose districts currently in existence or operating in the County.

(3) The County intends to restructure the organization of fire service funding in the County by confirming the existence of a single, unified fire service area under the Enabling Act, which it believes will: (a) attract new firefighters; (b) retain existing firefighters; (c) allow for proper training of new and existing firefighters, and the potential to hire full-time firefighters; (d) stabilize service calls and fire station capacity; (e) promote better responsiveness and fire service to taxpayers, residents, and businesses within the County; (f) more effectively and equitably spread the cost of fire services throughout the County; (g) unify and potentially improve ISO ratings throughout the County; (h) ensure County oversight on fire funding; (i) create accountability for contractual fire service providers operating in the County; and (j) promote regional cooperation and joint services with municipal fire service providers in the County.

(4) Pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, 2026 (the “Consolidation Ordinance”), the Council established a new special tax district, which shall hereafter be known as the “Jasper County Rural Fire Protection District” (the “Jasper Fire District”). As a result, and upon the effective date of the Consolidation Ordinance, there shall be one unified fire service area operating within the County (not including any municipal fire departments that the County is not authorized to serve or is not otherwise providing service by contract). Additionally, any formerly created county fire service areas created under the Enabling Act shall be eliminated.

**Sec. 9-81. Creation and Validation.**

The Jasper Fire District shall consist of the entire unincorporated area of the County and is established for the purpose of providing and funding fire services in such area. The Council is authorized to exercise all powers provided by law and to perform all duties necessary to the proper rendering of fire services within all areas of the Jasper Fire District, including the levy and collection of ad valorem taxes upon all taxable property within the district, the levy and collection of uniform service charges for fire services to be levied on an annual basis, and arranging contracts to the provision of fire services within distinct areas of the Jasper Fire District.

**Sec. 9-82. Administration; Assets; Authorization.**

(a) The Jasper Fire District shall be operated as an administrative division of the County. The County hereby creates the “county fire rescue division”, as an administrative division of the County. The county fire rescue division, acting through the Emergency Services Director (as defined and described herein) shall represent, manage, and control the daily operations of the Jasper Fire District.

(b) All fire-related assets (real property, personal property, cash, investments or technology) of the Jasper Fire District shall be controlled by and titled in the name of the County. To the extent any County-funded assets are listed in the name of any previously created, but no longer existing county fire service area created under Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the “FSAs”), or any counterparty (contractual or otherwise) performing fire service functions for the County, the County, acting through the County Administrator, is authorized to undertake all necessary actions to effect and accept the proper transfer of any such assets to the County.

(c) All fire personnel of the Jasper Fire District, including the Emergency Services Director and any firefighters (volunteer or paid), shall be considered County employees and subject to the same county policies, procedures, and regulations, as similarly situated County employees. Further, all fire personnel of the Jasper Fire District shall be managed by

the Emergency Services Director under the term hereof. Notwithstanding the foregoing, any fire personnel of a contractual counterparty engaged by the County to provide fire protection services within the County shall not be considered County employees, but rather shall be employees or agents of such counterparty and responsible to the policies, procedures and regulations of the counterparty. However, and notwithstanding the foregoing, any counterparty and their respective personnel shall be responsible for performing fire services and otherwise conforming their actions to the terms set forth in the applicable fire protection services agreement with the County.

### **Sec. 9-83. Emergency Services Director**

The county fire rescue division shall be operated and administered by the county emergency services coordinator (the “Emergency Services Director”) as part of the Jasper County Emergency Services department. The Emergency Services Director shall directly report to the County Administrator.

### **Sec. 9-84. Budget.**

(a) County staff shall formulate an annual budget for the county fire rescue division to sustain the operations of the Jasper Fire District. Funding shall be through the levy of taxes and/or the imposition of rates and charges as well as any other monies appropriated, allocated, or redistributed by the County. The annual budget for the county fire rescue division may either be established as a stand-alone budget or incorporated into the County's general fund budget. The Council shall consider the annual budget for the county fire rescue division and may approve in total, modify, or amend the budget in its discretion. No funds shall be expended for purposes other than as allocated in the annual budget unless authorized or approved by the Council. However, line-items within the annual budget for the county fire rescue division may be moved within such fund as necessary to implement County fire-related functions.

(b) The budget shall be approved in accordance with the provisions of South Carolina law, and shall be incorporated as part of the County regular general fund budget preparations.

(c) Upon approval of the budget, the Council shall certify to the county auditor the tax levy or fee schedule, as applicable, for inclusion on the appropriate tax notices for the Jasper Fire District.

(d) In order to provide for facilities, rolling stock, equipment, and other needs of the Jasper Fire District, the County may issue, with or without an election, general obligation bonds (in a single issue or several separate issues) by the County on behalf of the Jasper Fire District. Such general

obligation bonds shall be secured by the full faith, credit, and taxing power of the County and shall be payable from *ad valorem* taxes levied and collected within the Jasper Fire District.

**Sec. 9-85. Use of Revenues**

All revenues, taxes, fees, and other funds collected for the benefit and use of the Jasper Fire District shall be deposited into a separate account established in the name of the Jasper Fire District. All expenditures and disbursements from such account shall be made only in accordance with applicable law and duly authorized budgetary procedures.

Notwithstanding the foregoing, the County may consolidate such funds for administrative or operational purposes with funds designated for emergency medical services, provided that the accounting system clearly identifies, segregates, and tracks all revenues and expenditures attributable to the Jasper Fire District.

**Sec. 9-86. Taxes; Fees**

(a) In conformance with the budget, a schedule of taxes to be assessed and collected and/or the rates and charges imposed and collected as taxes shall be as set from time to time as necessary to fund the operations of the Jasper Fire District.

(b) There may be levied ad valorem property taxes within the boundaries of the Jasper Fire District for operation and maintenance purposes. If the Jasper Fire District levies taxes, all real and personal property currently within the boundaries of the Jasper Fire District shall be assessed and taxed in accordance with the provisions of state law.

(c) Alternatively, or additionally, the Jasper Fire District may impose rates and charges for operation and maintenance purposes in the discretion of the County. If the Jasper Fire District imposes fees or charges, such fees or charges shall be imposed and collected in accordance with the provisions of state law.

**Sec. 9-87. Boundaries**

(a) The Jasper Fire District shall include the entirety of the unincorporated area of the County. Additionally, the County, on behalf of the Jasper Fire District, may enter into service contracts to provide service outside its corporate boundaries by contract, including with or within any municipalities under the joint exercise of powers provisions of the Enabling Act. Further, the Council may determine to contract for any municipal fire department to provide services within any portion of the Jasper Fire District by contract.

(b) The county fire rescue division shall arrange for the preparation and promulgation of maps, charts, and other demographic information as necessary to depict the service area of the Jasper Fire District as it may change over time. Such maps may be relied upon for the purpose of levying taxes or fees under Section 9-86 hereinabove.

**Sec. 9-88. Powers, Duties and Responsibilities.**

(a) The county fire rescue division, acting through the Emergency Services Director, shall have the following duties and responsibilities (for the benefit of the Jasper Fire District):

(1) To buy, convey, and/or assign fire-fighting equipment as necessary for the purpose of controlling fire(s) within the Jasper Fire District;

(2) To select sites or places within its service area where fire-fighting equipment must be kept;

(3) To employ all necessary fire protection personnel and fix their compensation;

(4) To employ and supervise the training of firemen to insure that the equipment is utilized for the best interest of all those in the Jasper Fire District;

(5) To be responsible for the purchase, acquisition, upkeep, maintenance and repairs of all fire-fighting equipment, fire stations and fire station sites; however, all such personal and real property purchased, acquired, operated and maintained shall be owned by and properly titled in the name of the county and shall not be subject to disposal or sale without the approval of Council;

(6) To promulgate such regulations as may be necessary to insure that equipment is being used to the best advantage of the County;

(7) To construct buildings to house equipment and all fire stations necessary to provide fire protection;

(8) To exercise any and all other powers necessary to operate and maintain a comprehensive system of fire protection within the County; and

(9) To contract with fire service providers, including volunteer fire departments, municipal departments or any other fire provider for the provision of fire protection services within all or a portion of the Jasper Fire District. By entering into such contracts (with the approval of Council),

funding or payment for fire protection services, including capital funding, shall be specifically described and detailed in such agreement.

(b) It is expressly noted that, in the absence of approval by Council, the Emergency Services Director shall not have any power or authority to: (i) enter into any contract to purchase, lease, convey or sell real estate; (ii) borrow any money (including lease-obligations); (iii) enter into any contracts, or other create any legal obligation of the County or the Jasper Fire District; or (iv) set, make or adopt policies regarding the operation or administration of the Jasper Fire District.

**Sec. 9-89. Procurement.**

The county fire rescue division shall be governed by the administrative rules of procedure governing other county agencies/departments and shall additionally comply with and be governed by the County's procurement code.

**Sec. 9-90. Interference with Firefighters.**

(a) It shall be unlawful to hinder or obstruct any firefighter or other authorized fire personnel while such persons or personnel are responding to a fire call or any other emergency call, or to hinder or obstruct persons or personnel who are attempting to extinguish a fire or remedy any emergency while acting in an official capacity. In keeping with the foregoing, and in the absence of automatic aid, mutual aid or other joint services agreements between or among fire providers authorized to perform fire service functions in the County, only the Jasper Fire District or the County's authorized contractual counterparties shall be permitted to exercise fire service activities and functions within a designated fire service area. Any entity, other than the Jasper Fire District or a contractual fire service provider hereunder, that responds to, performs, or attempts to perform fire service functions without a contract shall be automatically assumed to be in violation of this Sec. 9-90(a).

(b) The failure to obey any lawful order of any official of the fire-rescue division at the scene of any emergency shall be unlawful.

(c) Violations of the foregoing shall be punishable under the terms of the general penalties in Sec. 1-8 of the code of ordinances, as may be amended from time.

**Sec. 9-91 to 99. Reserved.**

**Section 3 Transfer and Acceptance of Assets.**

A. As applicable, all real and personal property (including all cash and investments) of the Fire Districts shall become the assets of the County and upon the enactment of this Ordinance, any cash and investments shall be transferred from the Fire Districts (or the accounts established therefor) to the County's account(s) for Jasper Fire District. Likewise, and except as described in Section 5 of this Ordinance, all obligations and liabilities of the Fire Districts shall become obligations and liabilities of the Jasper Fire District.

B. On or prior to the Effective Date (as defined herein):

1. The Jasper Fire District shall succeed to, without other transfer, and shall possess and enjoy all of the rights and privileges, immunities, powers, and franchises, both of a public and private nature, and shall be subject to all of the restrictions, liabilities, and duties of the Fire Districts.

2. To the extent title to any real property is vested by deed or otherwise to or in the name of any of the Fire Districts, or any agent, agency, or beneficial entity thereof (including any former, existing or planned fire service counterparty, including contractual counterparties), the title to such real property shall not automatically revert, transfer, or otherwise be encumbered by the terms of this Ordinance; however, through the enactment of this Ordinance, the County Council, in its capacity as the governing body of each of the Fire Districts, has authorized and approved the transfer of any and all real property of each such Fire District to the County (to the extent not already titled in the name of the County). To the extent the Leased Stations are owned or controlled by the Fire Districts, the Leased Stations are authorized for demise and lease under the terms hereof.

3. To the extent title to or ownership of any tangible personal property is vested in the name of any of the Fire Districts, or any agent, agency, or beneficial entity thereof (including any former, existing or planned fire service counterparty, including contractual counterparties), such title or ownership shall not automatically revert, transfer, or otherwise be encumbered or impaired by the terms of this Ordinance; however, through the enactment of this Ordinance, the County Council, in its capacity as the governing body of each of the Fire Districts, has authorized and approved the transfer of any and all of the personal property of each such Fire District's interest to the County (to the extent not already titled in the name of the County). To the extent any of the personal property assets associated with the Leased Stations are owned or controlled by the Fire Districts, such assets are authorized for conveyance under the terms hereof.

4. Best efforts shall be undertaken to pay all current bills, charges, and liabilities of the Fire Districts from the respective assets acquired from each Fire District, including any workers compensation insurance premiums or liability

insurance premiums due through the Effective Date for firefighters or the physical assets of each such Fire District. If circumstances arise or occur wherein such items cannot be paid from the assets of the respective Fire District, proper arrangements will be made with or by the Jasper Fire District, which is receiving the particular asset, for payment of such bill, charge, or liability.

D. On behalf of the County, the Jasper County Administrator, including any person serving such role in an interim capacity (the “**County Administrator**”), or his respective designees, are authorized to execute and deliver any bill of sale, deed, instrument, certificate, or other documentation necessary or convenient to carry out the intent of this Section.

**Section 4. Assignment of Service Rights and Contracts; Contracts for Service.**

A. Notwithstanding any limitation in such agreements to the contrary and excepting any other service agreements authorized under the provisions of this Ordinance, any agreements, contracts, rights, title, interest and other obligations between any of the Fire Districts and any municipal fire service or other fire providers (together, the “**Other Fire Providers**”) shall be assigned, granted and transferred in full to the Jasper Fire District, who shall accede to and continue performing any and all fire service functions previously provided to the Other Fire Providers by any of the Fire Districts.

B. Notwithstanding the provisions of paragraph (A) of this Section 4, to the extent any current agreement with any of the Other Fire Providers, expressly including but not limited to mutual or automatic aid agreements, requires amendments, supplements, modifications or a restatement in full (collectively, a “**Modification Agreement**”) as a result of this Ordinance, any Modification Agreement, subject to review and approval by the County’s legal counsel, is fully authorized and permitted by the terms hereof. Each Modification Agreement, if any, shall be executed and delivered on behalf of the County by the County Administrator. Upon such execution, the County Council shall be timely informed of the execution of the Modification Agreement. The consummation of the transactions and undertakings described in any Modification Agreement, and such additional transactions and undertakings as may be determined by the County Administrator, in consultation with legal counsel to be necessary or advisable in connection therewith, are hereby approved.

C. In addition to the assignment of any agreement with Other Fire Providers, or any Modification Agreement contemplated above, the County, upon the advice of legal counsel and the Fire Service Coordinator, may assume the contractual duties and obligations of any Fire District. Any such assumption shall be set forth in a written instrument executed and delivered on behalf of the County by the County Administrator. The execution, delivery, and performance of any agreement so assigned or assumed, together with any related actions, transactions, or undertakings that the County Administrator, in consultation with legal counsel, determines to be necessary or advisable in connection therewith, are hereby authorized and approved.

D. Notwithstanding the provisions of paragraphs (A) or (B) of this Section 4 and as described in the recitals hereto, County Council hereby authorizes the County to enter into the Hardeeville Service Agreement, the form of which is attached to this Ordinance as Exhibit B. The Hardeeville Service Agreement shall be executed and delivered on behalf of the County Administrator and attested to by the Clerk to Council. Upon such execution, the County Council shall be timely informed of the execution of the Hardeeville Service Agreement. The consummation of the transactions and undertakings described in the Hardeeville Service Agreement and such additional transactions and undertakings as may be determined by the County Administrator in consultation with counsel to be necessary or advisable in connection therewith, are hereby approved. In providing its approval of the Hardeeville Service Agreement, the County Council explicitly reserves, and does not delegate, all rights, duties, or actions respecting substantive revisions to the Hardeeville Service Agreement. The County Council is authorizing and directing the ministerial completion of any minor details reflected in the current form of the Hardeeville Service Agreement and the action of executing and delivering such agreement on behalf of the County. Material deviations of the Hardeeville Service Agreement shall require subsequent approval of the County Council. Should the Hardeeville Service Agreement require a material revision after the approvals granted by this Ordinance, such revisions shall be presented to the County Council for its consideration and approval prior to any execution and delivery of such agreement. As used herein, “material deviation” means any change or adjustment to the economic terms of the Hardeeville Service Agreement and the rights and responsibilities of the County thereunder different from in the form of the Hardeeville Service Agreement provided to Council on the date of enactment of this Ordinance. In connection with the execution and delivery of the Hardeeville Service Agreement, the County Administrator is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable.

### **Section 5. Lease Approval**

A. Under the laws of the State, the County is authorized to sell, alien, convey, lease or otherwise dispose of real property.

B. The County Council has reviewed the draft of the Lease Agreement, and in recognition of the emergency services to be performed by the City under the Hardeeville Service Agreement, has determined that good cause exists to lease the Leased Stations to Hardeeville.

C. The Lease Agreement shall be executed and delivered on behalf of the County by the County Administrator in the form substantially conforming to the draft attached to this Ordinance as Exhibit C, but with such non-material changes as the County Administrator, on the advice of legal counsel, determines to be in the best interest of the County. Following execution, the County Council shall be timely informed of the execution of the Lease Agreement and informed as to the final terms thereof and such changes from the current draft as the County Administrator determined necessary to carry out the purposes of this Ordinance. The consummation of the transactions and

undertakings described in the Lease Agreement, and such revisions and undertakings as may be determined by the County Administrator, in consultation with legal counsel, to be necessary or advisable in connection therewith, are hereby approved.

### **Section 6. Bill of Sale**

A. Under the laws of the State, the County is authorized to sell or otherwise dispose of personal property.

B. The County Council hereby approves the transfer of certain fire apparatus, vehicles, equipment, furnishings, tools, supplies, and related tangible personal property (collectively, the “**Fire Assets**”) pursuant to a Bill of Sale in substantially the form attached hereto as Exhibit E, but with such non-material changes as the County Administrator, on the advice of legal counsel, determines to be in the best interest of the County. Following execution, the County Council shall be timely informed of the execution of the Bill of Sale and informed as to the final terms thereof and such changes from the current draft as the County Administrator determined necessary to carry out the purposes of this Ordinance. The consummation of the transactions and undertakings described in the Bill of Sale, and such revisions and undertakings as may be determined by the County Administrator, in consultation with legal counsel, to be necessary or advisable in connection therewith, are hereby approved.

### **Section 7. Outstanding Obligation.**

A. As of the date hereof, there is currently outstanding the Outstanding Obligation. The County, acting through the County Administrator, is authorized to do all things necessary to arrange for the transfer and novation of the Outstanding Obligation to the United States Department of Agriculture, Rural Development (“**USDA**”) as the holder thereof (the “**Novation**”).

B. As necessary to memorialize the Novation, the County, acting through the County Administrator, shall arrange for USDA to sign and deliver a certificate authorizing the Novation, the form of which is attached hereto as Exhibit E, and incorporated herein by reference (the “**Novation Certificate**”).

C. Upon receipt of the executed Novation Certificate and as of the Effective Date, the County Council hereby authorizes the issuance, execution, and delivery of a new General Obligation Bond, Series 2026 (the “**Novated Bond**”) in favor of USDA, as the holder thereof, the form of which is attached hereto as Exhibit F. The Novated Bond shall: (1) be issued in substitution for, and not in addition to, the Outstanding Obligation; (2) be in the same original principal amount (less any principal previously paid), bear interest at the same rate or rates, and contain the same payment terms, maturity schedule, prepayment provisions, and other material terms and conditions as are set forth in the Outstanding Obligation; (3) contain such revisions as are necessary to reflect that taxes shall be levied within the area of the Jasper Fire District, in lieu of the Cherry Point, within the time or times, and in amounts, sufficient to make payments of principal and interest on the Novated Bond as the same fall due; and (4) contain such other conforming or

administrative changes as may be required by USDA or any laws affecting the Outstanding Obligation. Upon the execution and delivery of the Novated Bond, the Outstanding Obligation shall be novated and Cherry Point shall have no any payment obligations thereunder.

D. The Novated Bond shall constitute a general obligation of Jasper County, South Carolina, and the full faith, credit, and taxing power of the County are hereby irrevocably pledged to the payment of the principal of and interest on the Novated Bond as they respectively mature. For so long as the Novated Bond remains outstanding, there shall be levied annually, and there is hereby authorized to be levied, ad valorem taxes without limitation as to rate or amount upon all taxable property within the taxing area of the Jasper Fire District, in lieu of Cherry Point, in an amount sufficient to pay the principal of and interest on the Novated Bond as the same become due and payable. Such taxes shall be collected and applied in accordance with law and shall be used solely for the payment of debt service on the Novated Bond.

E. The County Administrator, the Clerk to Council, and such other officers and officials of the County as may be appropriate are hereby authorized and directed to execute and deliver the Novated Bond and such other documents, certificates, and instruments, and to take such further actions, as may be necessary or desirable to carry out the intent of this Ordinance. Further, due notice of the Novated Bond shall be provided to the County Auditor and County Treasurer as necessary to ensure the proper levy and collection of taxes sufficient to make payments on the Novated Bond as the same fall due.

**Section 8. Public Hearings.** Prior to the date of enactment of this Ordinance and pursuant to Sections 4-19-20 and 4-9-130 of the Code of Laws of South Carolina 1976, as amended, the County did hold public hearings regarding the Consolidation and the Lease Agreement on [DATE], 2026. Notice of the public hearings, in the form attached hereto as Exhibit G, was timely published three times in the Sun Times, which is a newspaper of general circulation in the County. First publication of such notices did occur not less than sixteen days prior to the date of the public hearing, and all interested parties were given an opportunity to speak in favor of or against this Ordinance.

**Section 9. Notice of Enactment.** Subsequent to the enactment of this Ordinance, a notice of enactment, the form of which is attached hereto as Exhibit H, shall be published once a week for two successive weeks in the Sun Times, which is a newspaper of general circulation in the County (the “**Enactment Notice**”). Subject to the timing requirements in Section 4-19-20(6) of the South Carolina Code, this Ordinance shall not be subject to challenge after its enactment and subsequent publication of the Enactment Notice.

**Section 10. Further Action.** Notwithstanding the Consolidation under the terms of this Ordinance, the County staff, acting through the County Administrator, as required or necessary, may undertake any supplemental, follow-up and/or final actions following the enactment of this Ordinance and the imposition of its terms. To the extent necessary, each of the Fire Districts shall remain constituted and empowered to act until

such time as the Consolidation becomes effective and all have been transferred, conveyed, disposed, or sold; thereafter, each of the Fire Districts shall be finally dissolved and terminated without further action by the County Council.

**Section 11. Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 12. Limitation of Rights.** Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause(s) of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

**Section 13. Inconsistency.** All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

**Section 14. Effective Date.** This Ordinance shall take effect as of the later of July 1, 2026 (the “*Effective Date*”), or (ii) the 20 days following the last publication of the Enactment Notice.

JASPER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Joseph Arzillo, Vice-Chairman<sup>4</sup>  
Jasper County Council

ATTEST:

\_\_\_\_\_  
Wanda Simmons-Giles, Clerk to Council

**ORDINANCE:** #2026-\_\_

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_  
Enactment: \_\_\_\_\_

Reviewed for form and draftsmanship by the interim Jasper County Attorney.

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

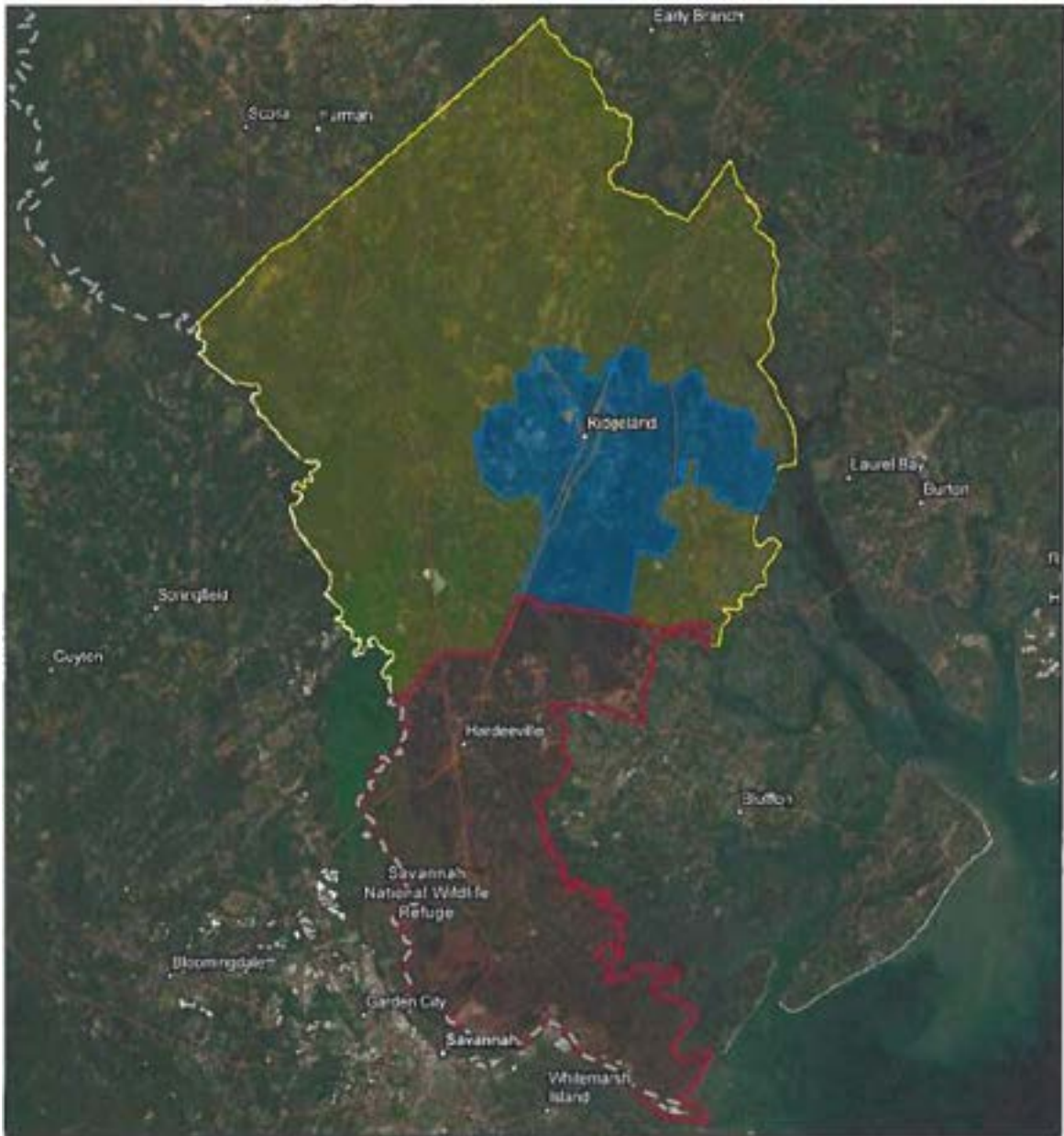
<sup>4</sup> Due to this employment with Hardeeville, the Chairman recused himself from approval on this matter.

Pope Flynn, LLC

Date

Exhibit A

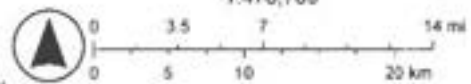
MAP OF HARDEEVILLE SERVICE AREA



12/17/2025

-  Hardeeville Fire District
-  Ridgeland Fire District
-  Jasper County Fire District
- World Imagery

Low Resolution 15m Imagery  
High Resolution 60cm Imagery  
High Resolution 30cm Imagery  
Citations



Earthstar Geographics, Sources: Esri, TomTom, Garmin, FAD, NOAA, USGS, (R) OpenStreetMap contributors, and the GIS User Community

Exhibit B

FORM OF HARDEEVILLE SERVICE AGREEMENT

EXHIBIT C  
FORM OF LEASE



**this Bill of Sale as Appendix 1, and such conveyance included all rights to recover any such personal property included in this conveyance which may be determined to be absent from the premises as of the date and time of this conveyance.**

**Leased Stations**

**Levy Fire Station (Station No. 25)  
2721 Levy Road  
Hardeeville, South Carolina 29927  
TMS No.: 038-00-05-006**

**Bellinger Hill Fire Station (Station No. 20)  
3677 Bellinger Hill Road  
Hardeeville, South Carolina 29927  
TMS No.: 072-00-01-045**

Through its acceptance of the assets conveyed hereunder, the City acknowledges and agrees that the Assets are transferred and accepted **AS IS, WHERE IS, WITH ALL FAULTS**, and without any representation or warranty of any kind, express or implied, by the County. Without limiting the generality of the foregoing, the County makes no representation or warranty as to the condition, merchantability, fitness for a particular purpose, design, operation, compliance with applicable laws, or suitability of the Assets for continued fire protection or emergency services use. The City acknowledges that it has had the opportunity to inspect the Assets, is relying solely upon its own investigation and evaluation, and accepts the Assets at its own risk as to their condition, functionality, repair needs, and compliance. The City assumes all risk of loss, damage, liability, maintenance, repair, and operation of the Assets arising on or after the effective date of this Bill of Sale. The City further releases and discharges the County from any and all claims, demands, causes of action, and liabilities of any kind arising out of or related to the condition, use, or operation of the Assets after the effective date, except to the extent arising from Seller's fraud or willful misconduct.

Notwithstanding anything herein to the contrary, the particular Fire Assets identified on Appendix 2 attached hereto and incorporated herein by reference (the "Reversionary Assets") are conveyed subject to the express condition subsequent that, in the event the Service Agreement expires or is terminated for any reason, the Reversionary Assets shall automatically revert to and revest in the County. Upon expiration or termination of the Service Agreement, the City shall promptly (i) cease asserting any ownership interest in the Reversionary Assets, (ii) execute and deliver such bills of sale, assignments, or other instruments as the County may reasonably request to evidence the reconveyance of the Reversionary Assets to the County, and (iii) return and surrender possession of the Reversionary Assets to the County in substantially the same condition as received, reasonable wear and tear excepted, including the obligation to repaint, rebadge and restripe, as applicable, any of the Reversionary Assets to the County's fire insignia and markings. The City acknowledges that its interest in the Reversionary Assets is expressly conditioned upon

the continued effectiveness of the Service Agreement and that no additional consideration shall be due upon such reversion. The provisions of this Section shall survive delivery of this Bill of Sale.

**TO HAVE AND TO HOLD** the same to the City its successors and assigns, to its or their use forever.

The County, through its duly authorized representative subscribed and attested below, has good right and authority to convey the Assets as aforesaid and to execute this Bill of Sale to the County. The City, through its duly authorized representative subscribed and attested below, has good right and authority to accept the Assets in their current condition and to execute this Bill of Sale to the City.

[Remainder of Page Intentionally Left Blank]

**In Witness Whereof**, the County, acting through its duly authorized County Administrator, has executed this Bill of Sale this \_\_\_th day of \_\_\_\_\_, 2026.

JASPER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
County Administrator

WITNESSES

Witness #1

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

Witness #2

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

**In Witness Whereof**, the City, acting through the Mayor, has executed this Bill of Sale and acknowledges the limitations of the Assets as described therein, this \_\_\_th day of \_\_\_\_\_, 2026.

CITY OF HARDEEVILLE, SOUTH CAROLINA

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

WITNESSES

Witness #1

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

Witness #2

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

APPENDIX 1

INVENTORY LIST FOR BILL OF SALE

[Add list of assets]

APPENDIX 2

REVERSIONARY ASSETS LIST

[Add list of Reversionary Assets]

Exhibit E

FORM OF NOVATION AUTHORIZATION

This Novation Authorization (this “*Novation Certificate*”) is made by the United States Department of Agriculture, Rural Development (“*USDA*”), for the benefit of Jasper County, South Carolina (the “*County*”), and the Jasper County Rural Fire Protection District (the “*Successor District*”).

RECITALS

WHEREAS, USDA is the holder and/or beneficiary of the originally issued \$1,308,200 Jasper County, South Carolina Fire Protection Service General Obligation Bond (Cherry Point Fire Protection District), Series 2023 (the “*Original Bond*”).

WHEREAS, the Original Bond was issued by the County for the benefit of the Cherry Point Fire Protection District (“*Cherry Point*”).

WHEREAS, pursuant to Ordinance No. 26-\_\_\_ dated \_\_\_\_\_, 2026 and effective [July 1, 2026] (the “*Consolidation Ordinance*”), the County has reorganized and consolidated certain fire protection service areas, including Cherry Point, into a single countywide unincorporated area fire district known as the Jasper County Rural Fire Protection District (the “*Successor District*”).

WHEREAS, under the Consolidation Ordinance, the Successor District has assumed and agreed to assume all responsibilities, duties, and obligations of Cherry Point, including those relating to the Original Bond; and

WHEREAS, the County has requested that USDA consent to a novation of the Original Bond, pursuant to which the Original Bond shall be canceled and replaced with a new General Obligation Bond (the “*Novated Bond*”) reflecting the Successor District as the beneficiary and taxing area for repayment; and

WHEREAS, USDA is authorized to enter into this Novation Certificate in order to ensure the continued administration, repayment, and security of the indebtedness in accordance with applicable federal regulations and loan documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, USDA certifies and agrees as follows:

1. **Novation and Substitution.** USDA hereby consents to and approves a full novation of the Original Bond. Effective upon the execution and delivery of the Novated Bond to USDA, the Original Bond shall be deemed canceled and superseded in its entirety and replaced by the Novated Bond.

2. **Issuance of Novated Bond.** The County shall execute and deliver to USDA the Novated Bond in substantially the same outstanding principal amount (less any principal

previously paid), bearing the same interest rate or rates, and containing the same payment terms, maturity schedule, prepayment provisions, security, and other material terms as the Original Bond, except as modified to: (i) reflect the Jasper County Rural Fire Protection District as the beneficiary of the financed facilities and improvements; and (ii) provide that debt service shall be payable from taxes levied within the taxing area of the Successor District in lieu of Cherry Point.

3. **Release of Prior Designation.** Upon delivery of the Novated Bond, USDA agrees that the obligations previously designated for the benefit of Cherry Point under the Original Bond shall be extinguished and replaced by the obligations set forth in the Novated Bond. The indebtedness shall continue uninterrupted, but solely under and pursuant to the terms of the Novated Bond.

4. **General Obligation Status.** The Novated Bond shall constitute a valid and binding general obligation of the County, secured by the full faith, credit, and taxing power of the County, and payable in accordance with its terms from ad valorem taxes lawfully levied within the area of the Successor District.

5. **Assumption of Responsibilities.** The County, acting for the benefit of the Successor District, acknowledges and affirms its responsibility for the continued administration of the financed facilities and for compliance with all applicable federal requirements associated with the Novated Bond and related loan documents.

6. **Effectiveness.** This Novation Certificate shall become effective upon execution by USDA and acceptance by the County. This Novation Certificate and the Novated Bond may be attached to and made a part of the official transcript and records relating to the Original Bond and the Novated Bond.

IN WITNESS WHEREOF, USDA has caused this Novation Certificate to be executed by its duly authorized representative as of the \_\_\_ day of \_\_\_\_\_, 2026.

**UNITED STATES  
DEPARTMENT OF AGRICULTURE,  
RURAL DEVELOPMENT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit F

FORM OF NOVATED BOND

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER  
FIRE PROTECTION SERVICE GENERAL OBLIGATION BOND  
(JASPER COUNTY RURAL FIRE PROTECTION DISTRICT)  
SERIES 2026**

No. R-1

Original Closing Date: April 13, 2023

Novation Date: July 1, 2026

**KNOW ALL MEN BY THESE PRESENTS**, that **JASPER COUNTY, SOUTH CAROLINA** (hereinafter called the “County”), a body corporate and politic and a political subdivision under the laws of the State of South Carolina, is justly indebted and, for value received, hereby promises to pay to the UNITED STATES OF AMERICA, UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT (the “Government”), or registered assigns, the principal sum of [NEW PAR AMOUNT], plus interest from the date of delivery at the rate of three and fifty hundredths per centum (3.50%) per annum, payable annually, beginning one year from the date of delivery of this Bond and closing of the Loan (if such date be the 29th, 30th, or 31st day of the month, then on the 28th day of each month) and on the same day of each year through and including the final maturity date hereof on April 13, 2053, as follows: **[INCLUDE NEW PAYMENT TERMS]**. Unless otherwise redeemed as contemplated herein, the final maturity of the Bond shall be 30 years from the date of the Original Closing Date.

Both the principal hereof and interest hereon are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for payment of public and private debts.

**FOR THE PROMPT PAYMENT HEREOF**, both principal and interest, as the same shall become due, the full faith, credit, and taxing power, of the County are irrevocably pledged. This Bond is payable from and additionally secured by a pledge of the net revenues collected from the Fire Protection Service Tax imposed in the Jasper County Rural Fire Protection District, pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended and Ordinance No. 26-\_\_ dated \_\_\_\_, 2026 (the “Consolidation Ordinance”).

**EVERY PAYMENT** made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal. Refunds and extra payments, as defined in the regulations of the Government, according to the source of funds involved, shall, after payment of interest, be applied to the installment last to become due under this Bond and shall not affect the obligation of the County to pay the remaining installments as scheduled herein.

**ALL PAYMENTS** by way of principal and interest shall be paid to the Government, or its legal representative, successors or registered assigns at the District Office of Rural Development, Walterboro, South Carolina, without presentation or surrender of this Bond.

**THE GOVERNMENT** at any time may assign and transfer this Bond in the manner hereinafter noted (and, if it wishes, insure the payment thereof) and, in such case, notwithstanding that this Bond shall no longer be held by the Government, the County shall continue to effect the payment of all sums due hereon by way of principal and interest to the Government, as collection agent for the registered owner.

**WHILE THIS BOND** is held by a party other the Government, prepayments made by the County may, at the option of the Government, be remitted by the Government to the registered owner promptly or, except for the final payment, be retained by the Government and remitted to the registered owner on either a calendar quarter basis or an annual basis. The effective date of every prepayment made by the County, except payments retained and remitted by the Government on an annual basis, shall be the date of the United States Treasury check by which the Government remits the payment to the registered owner. The effective date of every prepayment retained and remitted by the Government to the registered owner on an annual installment due basis, shall be the date of prepayment by the County, and the government will pay the interest to which the registered owner is entitled accruing between the effective date of such prepayment and the date of the United States Treasury check by which the Government remits the payment to the registered owner.

**THE COUNTY** hereby confirms the certification by the County that the County is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

**IF AT ANY TIME** it shall appear to the Government that the County may be able to obtain a loan from a reasonable cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, the County will, at the Government's request, apply for and accept such loan in an amount sufficient to prepay this Bond on the next available prepayment date.

**THIS BOND** is given as evidence of a loan to the County made by the Government pursuant to the Consolidated Farm and Rural Development Act and shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

**ON ANY INTEREST** payment date, principal installments due on this Bond may be prepaid prior to their due dates at the option of the County, either in whole or in part, from any money which may be made available for that purpose or deposited with or paid to the registered owners (the "Registered Owners") on or before the due date of such installments. If installments are prepaid in part, such prepayments shall be in the inverse chronological order of such installments in whole multiples of \$1,000.

**THIS BOND** shall at all times be registered as to principal and interest in the name of the registered owner hereof on books of registry (the “Books of Registry”) of the County maintained by the County and to be kept in the office of the Jasper County, South Carolina, and each transfer to be valid shall be made on the Books of Registry and similarly noted on this Bond.

**THE PERSON IN WHOSE NAME** the Bond shall be registered on the Books of Registry shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on the Bond shall be made only to or upon the order of the Registered Owner or his legal representative. All such payments shall be valid and effective to satisfy and discharge the liability of the County upon such Bond to the extent of the sum or sums so paid.

**THIS BOND** is one of an issue of bonds of like original date of issue, tenor, and effect except as to number, denomination, date of authentication, and registered owner, [NEW PAR AMOUNT], issued pursuant to and for purposes authorized by Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended, and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended; and an original bond ordinance dated March 2, 2020, and the Consolidation Ordinance; in order to defray the costs of acquisition and construction of the Marsh Cove Fire Substation and related costs and costs of issuance of this Bond.

**IT IS HEREBY CERTIFIED AND RECITED** that all acts, conditions, and things, required by the Constitution and laws of the State of South Carolina to exist, to happen, and to be performed, precedent to or in the issuance of this Bond exist, have happened, and have been done and performed in regular and due time, form, and manner; that the total indebtedness of the County, including this Bond, does not exceed any constitutional or statutory limitation thereon; and that provision has been made for the levy and collection of sufficient annual taxes, without limit, for the payment of the principal and interest hereof, as they should fall due.

**IN WITNESS WHEREOF, JASPER COUNTY, SOUTH CAROLINA**, has caused this Bond to be signed in its name by the County Administrator of County Council of Jasper County, by his manual signature, attested by the Clerk of the County Council of Jasper County, by her manual signature, under the Seal of Jasper County impressed or reproduced hereon, and this Bond to be dated as of the Novation Date.

**JASPER COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Andrew Fulghum, County Administrator

ATTEST:

\_\_\_\_\_  
Clerk  
County Council of Jasper County,  
South Carolina

**FORM OF ASSIGNMENT**

[A form similar to this but not attached to the within Bond may also be used]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto \_\_\_\_\_ the within Bond of Jasper County, South Carolina and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney to transfer the same on the Books of Registry of Jasper County, South Carolina with full power of substitution in the premises.

Dated: \_\_\_\_\_



## Exhibit G

### FORM OF NOTICE OF PUBLIC HEARINGS

The County Council of Jasper County (hereinafter the “County Council”), which is the governing body of Jasper County, South Carolina (the “County”), is considering the enactment of an ordinance (the “Consolidation Ordinance”) entitled: “AN ORDINANCE OF JASPER COUNTY COUNCIL AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES OF JASPER COUNTY REGARDING FIRE PROTECTION DISTRICTS TO CREATE THE JASPER COUNTY RURAL FIRE PROTECTION DISTRICT; ELIMINATING ALL EXISTING FIRE PROTECTION DISTRICTS; AUTHORIZING THE NOVATION OF ALL OUTSTANDING BONDS AND OTHER DEBT OBLIGATIONS TO THE NEW DISTRICT; REQUESTING AND ACCEPTING DEDICATION OF COUNTY-FUNDED FIRE CAPITAL EQUIPMENT AND FACILITIES; AUTHORIZING A FIRE SERVICE CONTRACT BETWEEN THE NEW DISTRICT AND THE CITY OF HARDEEVILLE; AUTHORIZING THE LEASE OF CERTAIN COUNTY REAL PROPERTY; AUTHORIZING THE CONVEYANCE OF CERTAIN PERSONAL PROPERTY; AND OTHER MATTERS RELATING THERETO.” As required by Sections 4-19-20 and 4-9-130(6) of the Code of Laws of South Carolina 1976, as amended, you are advised that public hearings will be held in the Jasper County Administration Facility (County Council Chambers) located at 358 Third Avenue, Ridgeland, South Carolina, on [DATE, 2026] at 6:00 p.m. (or as soon thereafter as time permits) on the questions of the (1) Consolidation (as defined herein), and the (2) the Lease. All interested persons will be given an opportunity to be heard and express their views at the public hearings. A copy of the Consolidation Ordinance is available for review at the County’s administrative facility during normal business hours.

Comments made during the public hearings shall be limited to three (3) minutes in duration. At the public hearings and any adjournment of them, all interested persons may be heard either in person or by their designee.

The following information is provided with respect to Consolidation Ordinance:

1. County Council is empowered pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the “Enabling Act”), to “[t]o establish, operate, and maintain a system of fire protection” within the County.

2. Pursuant to the Enabling Act, Ordinance No. 09-19 dated July 20, 2009, as amended by Ordinance No. 2019-18 dated July 15, 2019, as amended by Ordinance No. 2022-39 dated March 15, 2023, and as amended by Ordinance No. 23-21 dated January 16, 2024 (collectively, the “Existing Fire District Ordinances”), the County previously established five separate fire service areas within unincorporated areas of the County, to wit: the Cherry Point Fire Protection District (“Cherry Point”), Rural Jasper County Fire Protection District, Levy Fire Protection District, Ridgeland Vicinity Fire Protection District, and Hardeeville Vicinity Fire Protection District (collectively, the “Fire Districts”).

3. County Council seeks to restructure the organization of fire services in the County by establishing the Jasper County Rural Fire Protection District (the “Jasper Fire District”) and eliminating all of the Fire Districts (the “Consolidation”). The County Council has determined that the Consolidation will: (a) attract new firefighters; (b) retain existing firefighters; (c) allow for proper training of new and existing firefighters, and the potential to hire full-time firefighters; (d) stabilize service calls and fire station capacity; (e) promote better responsiveness and fire service to taxpayers, residents, and businesses within the County; (f) more effectively and equitably spread the cost of fire services throughout the County; (g) unify and potentially improve ISO ratings throughout the County; (h) ensure County oversight on fire funding; (i) create accountability for contractual fire service providers operating in the County; and ; and (j) promote regional cooperation and joint services with municipal fire service providers in the County.

4. After the Consolidation, the Jasper Fire District shall constitute a single unified fire service area in the County, the service area of which shall consist of the entire incorporated area of the County.

5. The Jasper Fire District will be subject to the terms of the Consolidation Ordinance, the terms of which amend and restate the Existing Fire District Ordinances in their entirety. Particularly, the Consolidation Ordinance provides that the Jasper Fire District will be authorized to (i) levy *ad valorem* property taxes within its boundaries for operation, maintenance and capital purposes, and (ii) impose rates and charges for operation, maintenance and capital purposes.

6. The Jasper Fire District shall be operated as an administrative division of the County and shall be authorized to issue general obligation bonds, payable from *ad valorem* taxes levied within its service area, in order to defray the capital costs of providing fire protection services therein. Additionally, and as necessary to fully implement the Consolidation, the existing general obligation bond of Cherry Point shall be assigned and transferred to the Jasper Fire District.

7. As part of the Consolidation, certain of the County’s existing fire stations will no longer be used by the County. Instead, the County will lease certain existing fire stations, particularly the Levy Fire Station (Station No. 25) and the Bellinger Hill Fire Station (Station No. 20) to the City of Hardeeville, South Carolina (the “City”) for their use during the pendency of Fire and Emergency Service Agreement between the County and the City.

COUNTY COUNCIL OF JASPER COUNTY

## Exhibit H

### FORM OF NOTICE OF ENACTMENT

On [DATE], 2026, the Jasper County Council (the “County Council”), the governing body of Jasper County (the “County”) enacted an ordinance entitled, “AN ORDINANCE OF JASPER COUNTY COUNCIL AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES OF JASPER COUNTY REGARDING FIRE PROTECTION DISTRICTS TO CREATE THE JASPER COUNTY RURAL FIRE PROTECTION DISTRICT; ELIMINATING ALL EXISTING FIRE PROTECTION DISTRICTS; AUTHORIZING THE NOVATION OF ALL OUTSTANDING BONDS AND OTHER DEBT OBLIGATIONS TO THE NEW DISTRICT; REQUESTING AND ACCEPTING DEDICATION OF COUNTY-FUNDED FIRE CAPITAL EQUIPMENT AND FACILITIES; AUTHORIZING A FIRE SERVICE CONTRACT BETWEEN THE NEW DISTRICT AND THE CITY OF HARDEEVILLE; AUTHORIZING THE LEASE OF CERTAIN COUNTY REAL PROPERTY; AUTHORIZING THE CONVEYANCE OF CERTAIN PERSONAL PROPERTY; AND OTHER MATTERS RELATING THERETO” (the “Consolidation Ordinance”).

1. County Council is empowered pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the “Enabling Act”), to “[t]o establish, operate, and maintain a system of fire protection” within the County.

2. Pursuant to the Enabling Act, Ordinance No. 09-19 dated July 20, 2009, as amended by Ordinance No. 2019-18 dated July 15, 2019, as amended by Ordinance No. 2022-39 dated March 15, 2023, and as amended by Ordinance No. 23-21 dated January 16, 2024 (collectively, the “Existing Fire District Ordinances”), the County previously established five separate fire service areas within unincorporated areas of the County, to wit: the Cherry Point Fire Protection District (“Cherry Point”), Rural Jasper County Fire Protection District, Levy Fire Protection District, Ridgeland Vicinity Fire Protection District, and Hardeeville Vicinity Fire Protection District (collectively, the “Fire Districts”).

3. Pursuant to the Consolidation Ordinance, the County Council consolidated Fire Districts into a single fire service area under the Enabling Act (the “Consolidation”), which as of the Effective Date (as defined in the Consolidation Ordinance) shall be reconstituted as the Jasper County Rural Fire Protection District (the “Jasper Fire District”).

4. As of the Effective Date, the Jasper Fire District shall constitute a single unified fire service area in the County, the boundaries (service area) of which consist of the entire unincorporated area of the County.

5. The Jasper Fire District will be subject to the terms of the Consolidation Ordinance, the terms of which amend and restate the Existing Fire District Ordinances in their entirety. Particularly, the Consolidation Ordinance provides that the Jasper Fire

District will be authorized to (i) levy *ad valorem* property taxes within its boundaries for operation, maintenance and capital purposes, and (ii) impose rates and charges for operation, maintenance and capital purposes.

6. The Jasper Fire District shall be operated as an administrative division of the County and shall be authorized to issue general obligation bonds, payable from *ad valorem* taxes levied within the Jasper Fire District, in order to defray the costs of providing fire protection services within the Jasper Fire District. Additionally, and as necessary to fully implement the Consolidation, the existing general obligation bond of Cherry Point shall be assigned and transferred to the Jasper Fire District.

## FIRE AND EMERGENCY SERVICE AGREEMENT

This FIRE AND EMERGENCY SERVICE AGREEMENT (this “**Agreement**”) is made and entered into as of this \_\_\_th day of \_\_\_\_\_ 2026, by and between the City of Hardeeville, South Carolina, a body corporate and politic and a political subdivision of the State of South Carolina (the “**City**”), and Jasper County, South Carolina, a body corporate and politic and a political subdivision of the State of South Carolina (the “**County**” and together with the City, each a “**Party**” or together the “**Parties**”).

In consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree that the City shall provide Services (as such term is defined herein) to the Contractual Service Area (as such term is defined herein) during the Term (as such term is defined herein) in exchange for Annual Payments (as such term is defined herein) from the County, all in accordance with the terms of this Agreement.

### **Section 1. Consolidation; Contractual Service Area; Annexation.**

A. The County, acting pursuant to Ordinance No. 26-\_\_ dated \_\_\_\_\_, 2026 (the “**Consolidation Ordinance**”), established the Jasper County Rural Fire Protection District, a fire protection district created pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (“**County Fire District**”). The County Fire District replaced a prior network of independent fire service areas, including the Hardeeville Vicinity Fire Protection District (the “**Hardeeville District**”).

B. Pursuant to the Consolidation Ordinance, the Hardeeville District was dissolved and is no longer recognized as a separate special tax district or fire service area of the County. As a result of such elimination, the governance, administration, funding, and provision of Services within the former geographic boundaries of the Hardeeville District are now subject to the terms of the Consolidation Ordinance. Accordingly, this Agreement amends, restates, supersedes, and replaces in its entirety any and all prior intergovernmental agreements, memoranda of understanding, service agreements, or other arrangements, whether written or oral, between the County and the City relating to the provision, funding, administration, or coordination of Services within the former Hardeeville District. From and after the Effective Date (as defined herein), the rights, duties, and obligations of the parties with respect to Services in such area shall be governed solely by the terms and conditions set forth herein.

C. In lieu of the County providing the Services to the Hardeeville District, the Parties have determined to expand the areas served by the City to include those certain areas described herein as the “**Contractual Service Area.**” Exhibit A, which is attached to and incorporated in this Agreement, includes a map that depicts the Contractual Service Area. The County shall not change the boundaries of the Contractual Service Area during the term of this Agreement without the prior written agreement of the City.

D. The Parties acknowledge that the County has outstanding its \$1,308,200 Fire Protection Service General Obligation Bond (Cherry Point Fire Protection District), Series 2023 (the “**USDA Bond**”), which, on the effective date of the Consolidation Ordinance, was novated by

the United States Department of Agriculture, Rural Development (“USDA”), as holder, for the benefit of the County Fire District. For so long as the USDA Bond remains outstanding, or for so long as the County Fire District incurs or maintains any additional indebtedness owed to USDA, the service area of the County Fire District shall be entitled to the protections afforded under 7 U.S.C. § 1926(b) (“**1926(b) Protection**”), including protection against the curtailment or limitation of service within such area. The authorization granted under this Agreement for the City to provide Services within the Contractual Service Area is permissive only and shall be exercised solely at the discretion of the County. Nothing contained in this Agreement, nor any annexation by the City of territory within the Contractual Service Area, shall be construed as (i) a waiver of, (ii) consent to, or (iii) acquiescence in any curtailment, limitation, or impairment of the 1926(b) Protection afforded to the County. Furthermore, any annexation by the City of territory located within the Contractual Service Area shall not limit, restrict, impair, or otherwise encumber the County’s authority to levy and collect ad valorem property taxes, assessments, or other lawful revenues within such territory as necessary to provide for the payment and security of the USDA Bond, notwithstanding that such territory may thereafter lie within the incorporated limits of the City.

E. To the extent any portion of the Contractual Service Area is annexed into the incorporated boundaries of the City, such area shall be removed from the Contractual Service Area, and the Contractual Service Area, including the map associated therewith, shall be supplemented accordingly. In recognition of the 1926(b) Protection, the Annual Payment (as defined herein) (and the applicable Quarterly Payment (as defined herein)) shall be reduced on a dollar-for-dollar basis by the amount of the combined operating and debt service taxes that will be foregone by the County Fire District as a result of such annexation. In the event of the termination or expiration of this Agreement, the City shall remain obligated to pay the County one-hundred percent of the taxes (operating and debt service) collected on all properties annexed into the City from the original Contractual Service Area (as such existed on the Effective Date) for a period beginning on the date of termination or expiration through the later of (i) date of maturity of the USDA Bond or (ii) the date to which 1926(b) Protection is no longer applicable. The foregoing payment obligation shall survive the termination of this Agreement, and is expressly agreed by the Parties to constitute the plan to balance the equities and interest as contemplated in Section 5-3-312 of the South Carolina Code of Laws (1976, as amended).

**Section 2. Term.**

A. This Agreement commences with an initial term that shall begin at 12:01 a.m. on July 1, 2026 (the “**Effective Date**”), through 11:59 p.m. on June 30, 2031 (each applicable July 1 to June 30 period, the “**Billing Year**”). The initial term (including any early termination by the City) and any renewal terms are generally referred to herein as the “**Term**”. Upon the expiration of the initial term, this Agreement shall automatically renew for a term of five years (“**1st Renewal Term**”) unless either Party provides written notice to the other Party not less than one year prior to the expiration of the initial term of its intention not to renew this Agreement. If timely notice of nonrenewal occurs with respect to the initial term, the Agreement will expire at 11:59 p.m. on June 30, 2036. In the event of a 1st Renewal Term, the Agreement shall automatically renew for another renewal term of five years (“**2nd Renewal Term**”) unless either Party provides written notice to the other Party of not less than one year prior to the expiration of the 1st Renewal Term of its

intention not to renew this Agreement. If timely notice of nonrenewal occurs with respect to the 1st Renewal Term (if applicable), the Agreement will expire at 11:59 p.m. on June 30, 2041.

B. The payment of the Annual Payments is expressly subject to the appropriation of legally available funds by the County, acting through Jasper County Council, as the governing body of the County, in each applicable fiscal year that this Agreement is in effect. Notwithstanding the Term, in the event of any nonappropriation by the County, this Agreement shall be terminated as of the end of the then-current fiscal year for which funding has been made available by the County.

**Section 3. Services Within Contractual Service Area; Fire Response Control; Reporting.**

A. At all times during this Agreement, the City shall provide all Services within the Contractual Service Area. Services shall be performed within the Contractual Service Area at the same level, quality and consistency that the City provides within the City’s municipal boundaries. For purposes of this Agreement, “**Services**” means and includes the full range of fire protection and emergency response functions customarily provided by the City within its municipal boundaries, including, without limitation: fire suppression services, specifically including alarm monitoring and response, structure fires, wildland and brush fires, vehicle fires, and other fire-related incidents; rescue services of all types, including vehicle extrication, technical rescue, water rescue, and other life-saving operations; fire origin and cause investigation; fire and life safety education and community risk reduction programs; pre-incident planning; hazardous materials identification, containment, mitigation, and response; and emergency medical response services, including first response to medical emergencies, patient assessment, stabilization, treatment, and the provision of basic life support and other pre-hospital emergency medical care on a non-transport basis, together with coordination and transfer of patient care to licensed ambulance or transport providers when transport is required. For the avoidance of doubt, “**Services**” also includes the full spectrum of emergency medical services customarily provided by a governmental EMS agency, including but not limited to: emergency medical dispatch and call triage; response to 911 and other emergency calls; pre-arrival instructions; on-scene patient assessment, stabilization, treatment, and monitoring; basic life support (BLS) and advanced life support (ALS) interventions; administration of medications; airway management; cardiac monitoring and defibrillation; trauma care; extrication support in coordination with fire or rescue personnel; patient packaging and preparation for transport; ambulance transport to appropriate medical facilities; interfacility transfers when required; and transfer of patient care to hospital or other receiving medical personnel.

B. Notwithstanding the foregoing, the City shall perform fire code enforcement on all new construction and shall further have the authority to perform fire code maintenance on existing buildings. In the event of fire code violations, the City shall inform the County to initiate enforcement. Where applicable, the City Fire Marshal and the County Fire Marshal shall operate jointly, or otherwise coordinate, for the purposes of new construction and renovations within the unincorporated portions of the Contractual Service Area. The City shall lead and control all Services and shall act as the authority having jurisdiction (AHJ) within the Contractual Service Area. This provision does not affect any mutual or automatic aid arrangements that are now in place or put into effect at any time during the Term.

Commented [LF1]: How will this work?

C. The City shall be solely responsible for coordinating and completing the transition of all Knox boxes and related access control systems within the Contractual Service Area to the City. In connection therewith, the City shall remove and replace, as necessary, all locks, locking mechanisms, cylinders, tumblers, and related hardware associated with the County's Knox box system. All locks, locking mechanisms, cylinders, tumblers, and related hardware removed from service shall be returned to the County. For purposes of facilitating the transition, the County shall issue to the City one (1) County Knox master key for a temporary period not to exceed three hundred sixty-five (365) days from the Effective Date. The City shall maintain strict control and accountability over such key and shall be responsible for its safekeeping. The City shall return the County Knox master key to the County immediately upon completion of the transition, and in all events no later than the expiration of the 365-day period, unless the transition is completed and the key returned earlier.

D. Upon request of the County, but no more than once each Billing Year, the City shall provide fire and emergency response service activity data to the County that identifies those activities that the City has engaged in, both within the City's municipal limits and within the Contractual Service Area at the same level and quality as reported under the South Carolina Fire Incident Reporting System of the State Fire Marshal's Office. Upon any failure to timely provide the information required under this paragraph and notwithstanding Section 5 hereof, the County's sole remedy shall be an action for specific performance.

E. The City and the County agree that representatives of each governing body and administrative staff shall meet jointly no less than once during each calendar year for the purpose of reviewing and discussing this Agreement, the Services being performed hereunder, operational coordination, financial matters, performance standards, and any other issues arising out of or relating to this Agreement. The annual joint meeting shall be scheduled at a mutually agreeable time and location and may be conducted in conjunction with a regularly scheduled meeting of either governing body, provided adequate time is allotted for substantive discussion. The Parties may conduct additional joint meetings as needed to address specific matters.

**Section 4. Payment for Services Within the Contractual Service Area.**

A. In exchange for the City's provision of Services within the Contractual Service Area during the Term, the County shall make an initial annual payment to the City in the amount of \$1,000,000 ("**Annual Payments**"). The Annual Payment shall be paid in four (4) equal installments of Two Hundred Fifty Thousand Dollars (\$250,000) each (each, a "**Quarterly Payment**"). Quarterly Payments shall be due and payable on or before the first (1st) day of July, October, January, and April of each year during the Term. The first Quarterly Payment shall be due and payable on or before July 1, 2026. Thereafter, Quarterly Payments shall continue to be due on the dates set forth above for the remainder of the Term, unless otherwise amended in writing by the parties.

B. Debt service millage, which is tax millage levied exclusively to pay debt service for general obligation bonds issued for the benefit of the County Fire District, is not subject to distribution to the City as part of the Annual Payment. Notwithstanding the foregoing, nothing herein shall prohibit the County from issuing general obligation bonds under the provisions of

South Carolina law for the benefit of the County Fire District, including the Contractual Service Area.

C. The City shall (i) use the Annual Payments solely for the provision of Services within the Contractual Service Area and the City, (ii) incorporate the Annual Payments into the annual budget of the City, and (iii) audit the Annual Payments in accordance with generally accepted accounting practices, as applicable.

D. The County shall make available to the City for inspection, upon reasonable request, and without the necessity of a request for information under the South Carolina Freedom of Information Act, records related to the levy and the collection of tax millage levied within Contractual Service Area.

E. For avoidance of doubt, the appropriation and payment of each Quarterly Payment by the County to the City hereunder confirms and ratifies all obligations of the Parties under this Agreement.

F. In addition to the Annual Payment, the City will receive all of the “One Percent” monies (as administrated by the South Carolina State Firefighter’s Association) attributable to the Contractual Service Area. Such monies must be utilized to cover items permitted under such program.

**Commented [LF2]:** Rusty to confirm how 1% money to be allocated.

**Section 5. Breach and Cure; Remedies.**

In the event that a Party is in breach of this Agreement, the Parties may avail themselves of any remedy under law or equity to enforce the provisions hereof. No remedy conferred upon or reserved to the Parties under this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

If either Party is to employ attorneys or incur reasonable expenses for the enforcement of performance or observance of any provision of this Agreement, the prevailing Party is entitled to reimbursement of the reasonable fees of such attorneys and other reasonable expenses so incurred.

**Section 6. Insurance.**

The City shall obtain and continuously maintain, at its sole cost and expense, all insurance coverage reasonably necessary to perform the Services under this Agreement. Such coverage shall include, at a minimum: (i) Commercial General Liability Insurance; (ii) Workers’ Compensation Insurance in accordance with applicable law; (iii) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services; and (iv) Property Insurance covering all vehicles, apparatus, equipment, tools, and facilities utilized in the provision of Services under this Agreement, regardless of whether such property is owned by the City or owned by the County and made available to the City pursuant to this Agreement (including by

lease, license, or other arrangement). The City shall be solely responsible for the payment of any and all deductibles or self-insured retentions applicable to the insurance policies it is required to maintain hereunder. All insurance required under this Section shall (a) meet or exceed the minimum coverage types and limits required by applicable federal, state, and local laws and regulations, and (b) be issued by insurance carriers duly licensed or otherwise authorized to transact business in the State. Coverage shall remain in full force and effect throughout the term of this Agreement. The County and the County Fire Department shall be named as loss payees, as appropriate to the type of coverage, with respect to claims arising out of or related to the City's performance of the Services under this Agreement. Upon execution of this Agreement, and thereafter upon each renewal or replacement of any required policy, the City shall furnish the County with certificates of insurance (and endorsements, if reasonably requested) evidencing the coverage required by this Section.

**Section 7. Miscellaneous.**

A. Nothing in this Agreement shall affect any automatic or mutual aid agreements that may exist now or in the future between the County and the City.

B. Any successor of the County or City, whether the result of legal process, assignment or otherwise, shall succeed to the rights and duties of the County and City hereunder.

C. If, by reason of force majeure, either Party hereto shall be rendered unable, in whole or in part, to carry out its obligations under this Agreement, then, in that event, said Party shall give notice, in writing, to the other Party, within a reasonable time thereafter, giving the full particulars of such force majeure. The obligations of the Party so affected shall thereupon be suspended and such suspension shall continue during the period in which such inability continues; provided, however, that the disabled Party shall endeavor with all reasonable dispatch, to remove or overcome such inability. The term "**force majeure**" as employed herein shall mean causes beyond the control of the Party claiming force majeure, including, but not limited to, Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or the State of South Carolina, including judicial orders, or any military authority, insurrection, riots, epidemics, landslides, earthquakes, fires, storms, hurricanes, floods, wash-outs, droughts, arrests and restraints of government and people, civil disturbances, explosions, breakage or damage to machinery or pipelines.

D. Notice is duly given hereunder: (i) if by transmission by hand delivery, when delivered; (ii) if mailed via the official governmental mail system, three business days after the post mark, *provided* said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (iii) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, or a similar organization, one business day after deposit therewith prepaid; or (iv) by e-mail upon delivery with receipt confirmed. Notices shall be transmitted to the addressees named below. The applicable contact information in this section may be supplemented from time to time in the event that the applicable addressees change and any such supplements shall be automatically incorporated within this Agreement.

**As to the County:**

Jasper County  
Attn: County Administrator  
358 Third Avenue, Suite 306-A  
Ridgeland, SC 29936  
Email: afulghum@jaspercountysc.gov

With an electronic copy to:

Pope Flynn, LLC  
Attn: Lawrence E. Flynn III  
Email: lflynn@popeflynn.com

**As to the City:**

City of Hardeeville  
Attention: City Manager  
205 Main Street  
Hardeeville, South Carolina 29927  
Email: jgruber@hardeevillesc.gov

With an electronic copy to:

City Attorney  
Attn: Prina Maines  
Email: pmaines@hardeevillesc.gov

E. This Agreement expresses the complete and final understanding of the Parties in respect thereto and may not be changed in any way except by the instrument on writing signed by both Parties. The failure of either Party to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, or to exercise any option herein provided, shall in no way affect the validity of this Agreement. The exercise by either Party of any of its rights herein shall not preclude or prejudice such Party from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or preceding taken by such Party pursuant to this Agreement.

F. A waiver by either Party hereto of any breach of any provisions of this Agreement shall be limited to such particular instance and shall not operate as a waiver of or be deemed to waive any future breaches of said provisions.

G. This Agreement may be executed in duplicate originals and in several counterparts, and all of which duplicate originals and counterpart originals when taken together shall constitute the Agreement in its entirety.

H. In the event any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

[Remainder of Page Left Blank]

**IN WITNESS WHEREOF**, the County has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

**JASPER COUNTY,  
SOUTH CAROLINA**

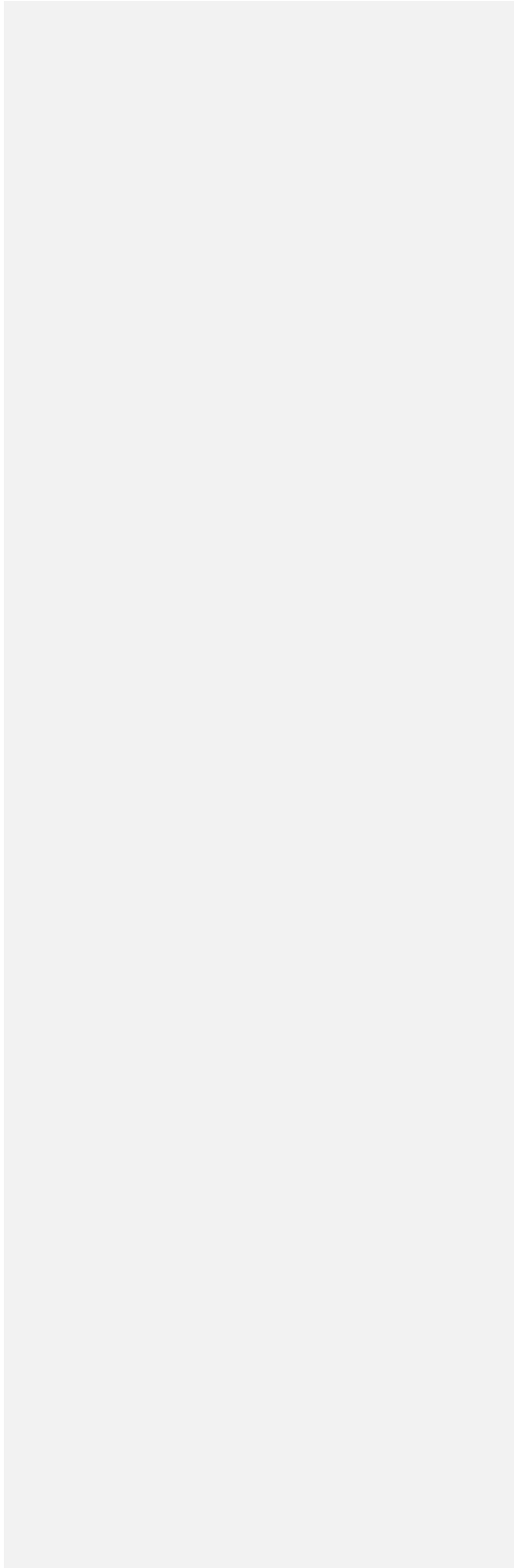
[SEAL]

\_\_\_\_\_  
County Administrator

ATTEST:

\_\_\_\_\_  
Clerk to Council  
Jasper County

(Signature Page of the County)



**IN WITNESS WHEREOF**, the City has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

**CITY OF HARDEEVILLE,  
SOUTH CAROLINA**

[SEAL]

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
City of Hardeeville

(Signature Page of the City)

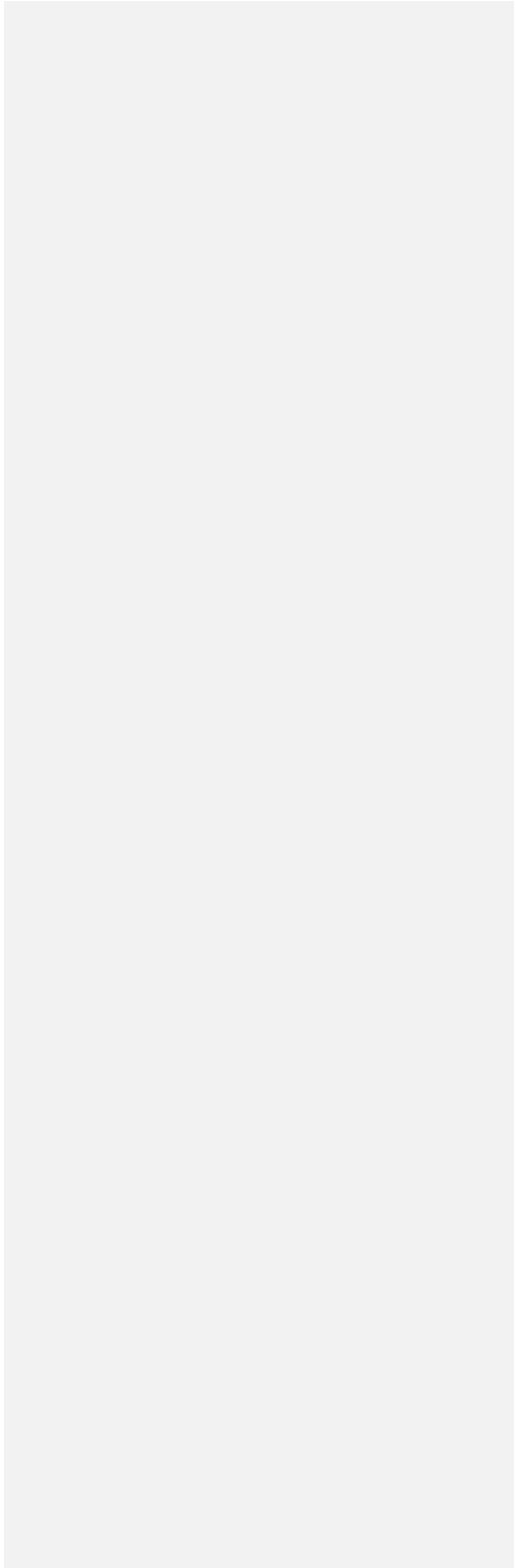
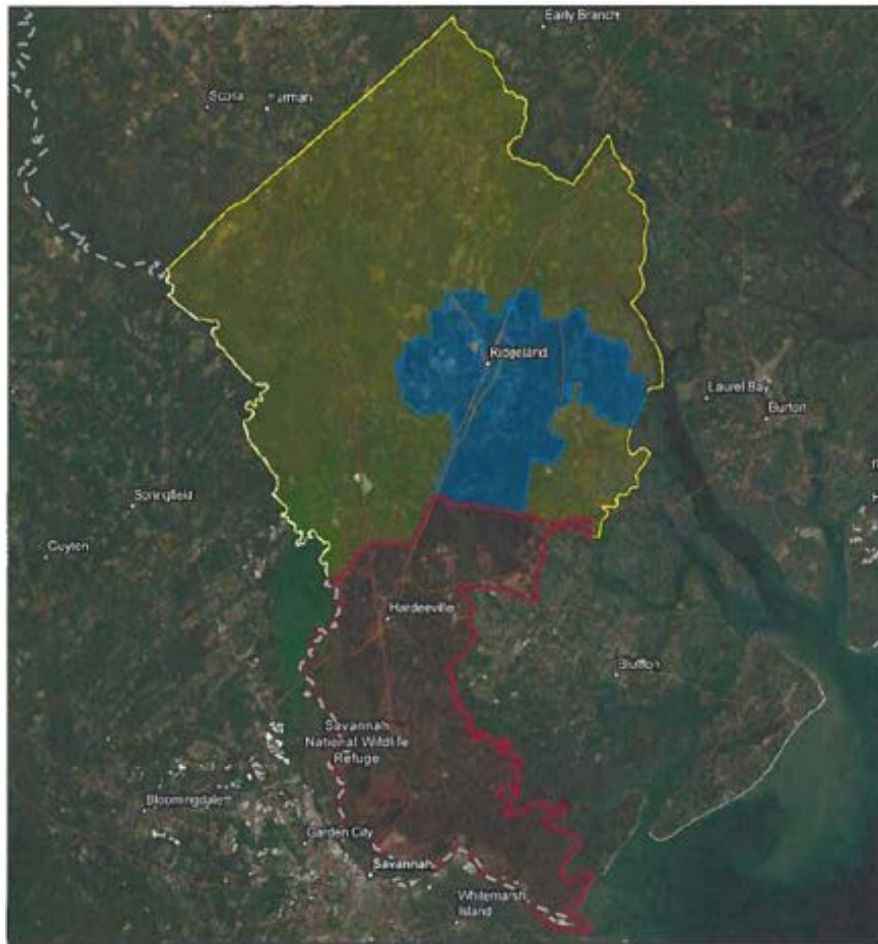


Exhibit A

Contractual Service Area

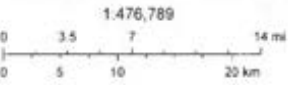


12/17/2025

- Hardeeville Fire District
- Ridgeland Fire District
- Jasper County Fire District
- World Imagery

Low Resolution 15m Imagery  
High Resolution 60cm Imagery  
High Resolution 30cm Imagery

Citations



Carteblanc Geographics. Sources: Esri, TomTom, Garmin, FAD, NOAA, USGS, GE, OpenStreetMap contributors, and the GIS User Community

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF JASPER )

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") is made and entered into this 1st day of July 2026, by and between Jasper County, South Carolina (the "County") and City of Hardeeville, South Carolina (the "City").

WITNESSETH:

WHEREAS, County is the fee owner of certain real property being, lying and situated in Jasper County, South Carolina, such real property being identified as follows (together, the "Premises"):

Levy Fire Station (Station No. 25)  
2721 Levy Road  
Hardeeville, South Carolina 29927  
TMS No.: 038-00-05-006

Bellinger Hill Fire Station (Station No. 20)  
3677 Bellinger Hill Road  
Hardeeville, South Carolina 29927  
TMS No.: 072-00-01-045

WHEREAS, simultaneously with the execution and delivery of this Agreement, the County and the City have executed and delivered that certain Fire and Emergency Service Agreement (the "Service Agreement"), the terms of which authorize the City to provide fire and emergency services (the "Services") within the southern portion of the Jasper Fire District (as defined in the Service Agreement).

WHEREAS, the County desires to lease the Premises to City upon the terms and conditions as contained herein; and

WHEREAS, City desires to lease the Premises from County on the terms and conditions as contained herein.

NOW, THEREFORE, for and in consideration of the rent recited to be paid by the City, and other good and valuable consideration, including the provision of the Services under the Service Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Description and Terms.

(a) County does hereby let and lease the Premises to the City, all as more particularly shown on the maps attached at Exhibit A hereto (the “Leased Premises”). The Leased Premises shall consist of all property located at the Premises.

(b) The Leased Premises shall be leased by the City period conforming to the term of the Service Agreement. Upon any expiration or termination of the Service Agreement, this Agreement shall automatically expire or terminate.

2. Rent.

(a) The City, in consideration of the use of the Leased Premises and of the covenants and agreements made herein by the County, agrees to lease the Leased Premises and does hereby promise to pay County, as rental, the sum of ONE DOLLAR (\$1.00) per month. Rent shall be payable on the 1st day of each month, to the address provided in Section 16 below, beginning July 1, 2026. Notwithstanding the foregoing, the City, subsequent to the appropriation of legally available funds in the applicable fiscal year, may elect to pay an entire year of rent equal to \$12.00 upon the execution of this Agreement and prior to each July 1 of any subsequent year.

(b) Should it become necessary for County to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Leased Premises, the City, subsequent to the appropriation of legally available funds in the applicable fiscal year, agrees to pay all expenses so incurred, including a reasonable attorneys’ fee.

3. Condition of Premises. The City accepts the Leased Premises “as-is” and in their present condition.

4. Responsibilities of County and City.

(a) The City:

(1) shall be responsible for arranging for and paying for all utility services required on the Premises;

(2) will, at its sole expense, maintain the Leased Premises and appurtenances in good and sanitary condition during the term of this Agreement, regularly servicing and promptly making or arranging for all repairs to the heating and air conditioning system, plumbing and hot water heater, such repairs not to exceed \$10,000 annually;

(3) maintain the grounds and outdoor areas surrounding the Leased Premises as provided in Section 12 hereof;

(4) will maintain adequate insurance on its interest in the Leased Premises at all times;

(5) install and maintain all communication equipment necessary for its operations;

(6) shall forego ownership of any fixtures installed upon the Leased Premises upon the termination of this Agreement;

(7) shall, at all times, maintain and keep the Leased Premises in a sanitary and habitable condition;

(8) shall not keep on the Leased Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Leased Premises or that might be considered hazardous or extra hazardous by any responsible insurance company;

(9) notwithstanding other provisions of this Agreement, shall make no alterations to the buildings or improvements on the Leased Premises or construct any building or make any other improvements on the Leased Premises without the prior written consent of County. Any and all alterations, changes, and/or improvements built, constructed or placed on the Leased Premises by City shall, unless otherwise provided by written agreement between County and City, be and become the property of County and remain on the Leased Premises at the expiration or earlier termination of this Agreement;

(10) shall not conduct or permit any illegal activities on the Leased Premises;

(11) shall be responsible for nonstructural repairs during the term of this Agreement; and

(12) shall not commit waste, which is defined to mean permanent injury to lands, buildings, gardens, tree, or other corporeal hereditaments located on the Leased Premises.

(b) The County:

(1) will, at all times, have and maintain adequate fire, extended casualty, and liability coverage insurance on the building which constitutes the Leased Premises;

(2) agrees to maintain the structural components of the building to include the roof, exterior walls, foundation, heating and air conditioning system, plumbing, and hot water heater (except as otherwise provided in Section 4(a)(2) herein); and

(3) shall deliver possession of the Leased Premises to the City upon the commencement of this Agreement.

5. Non-Liability of County. City covenants that neither the County nor its agents or assigns shall be liable for any damages or injury to the City, the City's agents or employees, or to any person entering the premises or building of which the Leased Premises are a part, or to goods or chattels therein resulting from any defect in the structure or its equipment. Further, the City, to the extent permitted by law and subject to the appropriation of legally available funds by its governing body in fiscal years occurring after June 30, 2027, agrees to indemnify and hold the County harmless from all claims of every kind and nature, including, but not limited to, claims for labor or materials. This provision shall survive the termination of this Agreement for any claim arising during the term of this Agreement.

6. Right of Re-entry. City agrees to permit the County or its agents, after first notifying the City, to enter Leased Premises at reasonable hours for the purpose of making inspections, and to also permit the County or its agents to enter the Leased Premises in case of fire, storm or need for emergency repair, in which case no notice shall be required. Provided twenty-four hours notice is given to City, City agrees to allow the County or its agents to show the Leased Premises during daylight hours to prospective purchasers.

7. Assignment or Subletting. City further covenants that City will not assign, sublet or transfer Leased Premises or any part thereof without the County's prior written consent.

8. Condemnation. It is agreed by and between the County and City that if the whole or any part of said Leased Premises shall be taken by a competent authority for any public or quasi-public use or purpose, then and in that event, the term of this Agreement shall cease and terminate when the possession of that part so taken shall be required for such use and purpose. All damages awarded for such taking shall belong to and be property of the County.

9. Eviction. Upon failure of the City to make any payment of rent when it is due, if the Service Agreement expires or terminates, if the City should breach any other covenants, agreements or conditions herein contained, or if the Leased Premises are abandoned, deserted or vacated, then, at the option of the County, this Agreement shall immediately terminate, without notice or demand to the City, and the County may re-enter and repossess the Leased Premises. If either party brings an action to enforce terms of this Agreement, then the successful party will be entitled to reasonable attorney fees as well as related costs and expenses.

10. Quiet Enjoyment. County agrees and covenants that City shall have peaceful and quiet enjoyment of the Leased Premises for the duration of its occupancy, provided,

of course, that the City comply with the covenants, agreements and conditions stated herein.

11. Cleaning Premises Upon Vacating. Upon vacating the Leased Premises, City promises: (a) to pay all rent due in full, (b) to clean the Leased Premises, removing all trash or debris, and (c) return all keys that provide access to the Leased Premises.

12. Yard and Exterior. The City agrees to maintain yard of the Premises by cutting grass, mowing, raking leaves, and the like.

13. Miscellaneous. This Agreement shall be binding upon the parties, their heirs, representatives and assigns. If any part of this Agreement is not fully understood, then competent advice should be sought. Time is of the essence of this Agreement.

14. Pets. No obnoxious or dangerous pets are allowed on premises.

15. Improvements/Renovations. Improvements and renovations on or to the Leased Premises, whether structural or aesthetic, shall be done only with County's written permission. All improvements and renovations constructed by City shall immediately inure to the benefit of County in the event tenancy is terminated. Any repairs, improvements, additions or modifications to the Leased Premises shall be the responsibility of City up to and until tenancy is terminated.

16. Notice. Notice is duly given hereunder: (i) if by transmission by hand delivery, when delivered; (ii) if mailed via the official governmental mail system, three business days after the post mark, *provided* said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (iii) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, or a similar organization, one business day after deposit therewith prepaid; or (iv) by e-mail upon delivery with receipt confirmed. Notices shall be transmitted to the addressees named below. The applicable contact information in this section may be supplemented from time to time in the event that the applicable addressees change and any such supplements shall be automatically incorporated within this Agreement.

As to the County:

Jasper County  
Attn: County Administrator  
358 Third Avenue, Suite 306-A  
Ridgeland, SC 29936  
Email: [afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)

With an electronic copy to:

Pope Flynn, LLC  
Attn: Lawrence E. Flynn III  
Email: lflynn@popeflynn.com

As to the City:

City of Hardeeville  
Attention: City Manager  
205 Main Street  
Hardeeville, South Carolina 29927  
Email: jgruber@hardeevillesc.gov

With an electronic copy to:

City Attorney  
Attn: Prina Maines  
Email: pmaines@hardeevillesc.gov

17. Modification. The parties hereby agree that this Agreement contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

19. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of South Carolina.

20. Entire Agreement. The provisions of this Agreement and the exhibits hereto constitute the entire agreement between the County and the City and its terms are enforceable against the same.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the County and City have hereunto set their Hands and Seals the day and year first above written.

**JASPER COUNTY,  
SOUTH CAROLINA**

[SEAL]

\_\_\_\_\_  
County Administrator

ATTEST:

\_\_\_\_\_  
Clerk to Council  
Jasper County

**CITY OF HARDEEVILLE,  
SOUTH CAROLINA**

[SEAL]

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
City of Hardeeville

Exhibit A

Map of Leased Premises

Levy Station (Station No. 25)



Bellinger Station (Station No. 20)



AGENDA

ITEM #10

Councilmember  
Comments