

COUNTY OF CHARLESTON) INTERGOVERNMENTAL AGREEMENT
) FOR THE CONSTRUCTION OF CAMP
TOWN OF JAMES ISLAND) ROAD SIDEWALK PHASE 2

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into this 25th day of January, 2016, by and between the County of Charleston (hereinafter referred to as the "County") and the Town of James Island, South Carolina (hereinafter referred to as the "Town").

WITNESSETH

WHEREAS, the County will be providing construction administration for the Camp Road Sidewalk Phase 2 (hereinafter "Project"); and

WHEREAS, the Town has acquired all applicable permits and provided copies to the County on September 21, 2015; and

WHEREAS, the Town has provided the approved construction plans to be County produced by Stantec Consulting Services, dated September 21, 2015; and

WHEREAS, the County hereby agrees to provide a 50% match of funds, but not to exceed \$85,000.00, from the County's Transportation Sales Tax FY 2016 Annual Allocation Program for the construction of Camp Road Sidewalk Phase 2, pursuant to Charleston County Counsel directive number 15-218.

WHEREAS, the County Engineer's estimate for construction, construction administration and construction engineering inspection is \$210,000.00.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the adequacy of which is hereby acknowledged, the County and the Town adopt the above-referenced recitals and incorporate them herein and agree as follows:

Section 1: **Delegation of Authority.** The Town hereby authorizes the County, and the County hereby agrees to provide the services within its municipal jurisdiction as herein set forth. The County will perform all services hereunder; however, if the Town does not adopt ordinances necessary for the County to perform all services hereunder, the County may terminate this Agreement at its sole discretion.

Section 2: **Scope of Services.** Charleston County shall perform in a satisfactory and workmanlike manner the services designated below. Work elements shall be performed in accordance with the following work description. Specific work activities to be undertaken by Charleston County include:

Obligations of the County:

1. The County agrees to provide 50% matching funds, but not to exceed \$85,000.00 from the County's Transportation Sales Tax Annual Allocation program for construction and construction administration fees.
2. The County agrees to procure and administer the construction contract for the construction of Camp Road Sidewalk Phase 2 pursuant to the approved plans and contract specifications attached hereto and incorporated by reference. The project will be competitively bid and awarded to the lowest responsive and responsible bidder in accordance with the County's Procurement Ordinance.
3. The County agrees to provide construction bid documents and obtain Town concurrence for the award of the contract, prior to seeking County Council approval for award.
4. The County agrees to submit documentation of the work completed and funds expended, including construction inspection fees, with each reimbursement request. Each reimbursement request will reflect the Town's portion of funds. Reimbursement requests will be submitted to the Town on a quarterly basis.
5. The County agrees to manage any warranty claims as required, pursuant to the construction contract between the County and the Contractor.

Obligations of the Town:

1. The Town agrees to provide 50% matching funds up to \$85,000.00 and any and all additional funds to construct, administer and inspect the Project.
2. The Town agrees to pay all reimbursement requests within thirty (30) days of receipt of a reimbursement invoice submitted by the County.

Section 3: Term.

1. This Agreement will become effective as of the date listed above, upon execution by the authorized representatives of both parties.
2. The term of this Agreement shall be through completion of construction, warranty period and the County's receipt in full payment generated by the County's final reimbursement request.

Section 4: Termination for Convenience. The County, by advance written notice, may terminate this Agreement when it is in the best interests of the County. If this

Agreement is so terminated, the County shall be compensated for all necessary and reasonable direct costs of performing the County's Obligations. The Town will not be compensated for any other costs in connection with a termination for convenience. The Town will not be entitled to recover any damages in connection with a termination for convenience.

Section 5: Termination for Cause.

1. If the Town or County breaches any of its obligations under this Agreement, the non-breaching party shall give written notice to the other of such breach, specifying with particularity the nature of such breach. If the breaching party fails, within thirty (30) days of receipt of such notice of default, to cure such default, or if such default cannot reasonably be cured in a thirty (30) day period, and the breaching party fails to substantially begin such cure within such thirty (30) day period or fails thereafter to diligently pursue completion of such cure, the breaching party shall be deemed to be in default under this Agreement.

2. If either the Town or County defaults, the non-defaulting party shall have the option, in its sole discretion, to terminate this Agreement, effective upon written notice of such termination to the persons designated for receiving notices of the party that is in default, and upon such termination, the non-defaulting Party shall have no further obligation or liability under or pursuant to this Agreement.

Section 6: Entire Agreement. This Agreement constitutes the entire understanding between the County and Town and supersedes all prior and contemporaneous written and oral agreements regarding the subject of this Agreement. This Agreement may not be changed, altered, amended, modified or terminated orally. Any change, alteration, amendment or modification shall be effective only if written and executed by both the County and the Town.

Section 7: Notices. Both the County and Town designate as a contact for receiving notices pertaining to this Agreement, to include information, coordination, invoice submittals and other project related matters as follows:

To the County:

Steve Thigpen, P.E.
Director of Transportation Development
County of Charleston
4045 Bridgeview Drive, Suite C204
North Charleston, SC 29405

To the Town:

Ashley Kellahan
Town Administrator
Town of James Island
PO Box 12240
James Island, SC 29422

Section 8: Successors and Assigns. This Agreement and all covenants thereof shall be binding upon and insure to the benefit of the successors and assigns of the parties hereto.

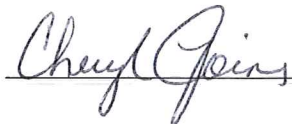
Section 9: Responsibilities and Limitation of Liability. This Agreement is made upon the express condition that the County, its agents and employees shall be free from any and all liabilities and claims for damages and/or suits for or by reason of any injury, death to any person or property, or failure of the Town, its agents or employees, or third parties (for any reason) to provide services within the Town, or any part thereof during the term of this Agreement.

Section 10: Severance. Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void an of no effect and shall not render any other section herein, nor this Agreement as a whole, expiration hereof shall be deemed to so survive.

IN WITNESS WHEREOF, the parties hereto by their authorized representative have signed sealed and delivered this agreement at Charleston, South Carolina on the day year written above.

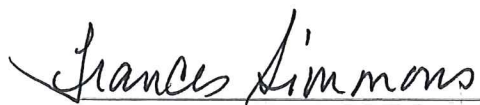
WITNESSES:





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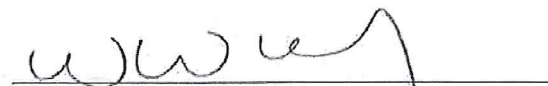
COUNTY OF CHARLESTON



By: Keith Bustran

Its: County Administrator

TOWN OF JAMES ISLAND



By: Bill Woolsey

Its: Mayor