

**INTERGOVERNMENTAL AGREEMENT  
FOR CONSTRUCTION AND IMPROVEMENTS AT  
US 21 AIRPORT AREA AND FRONTAGE ROAD  
(LOST ISLAND CONNECTIVITY PROJECT)**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") by and between the City of Beaufort, South Carolina, a municipal corporation ("City"), and Beaufort County, South Carolina, a political subdivision of the state of South Carolina ("County") is made and entered into this 19<sup>th</sup> day of March 2020.

WHEREAS, the City and the County recognize the need to improve the safety and the capacity of US 21 across Lady's Island for the public good. To that end the City did, in 2017, commission Stantec, an engineering firm, and Ward Edwards Engineering to conduct a traffic study and to make recommendations on steps the City and the County can take improve both; and

WHEREAS, on May 19, 2017, Stantec published a report entitled Lady's Island Corridor Study (Study") which identifies nine (9) specific projects all of which are designed to improve safety and capacity on US 21 across Lady's Island including improvements on US 21 in the area of the airport. One of the improvements listed in the Study, in fact the final project listed in the Study, is designated US 21 Airport Area and Frontage Road (hereinafter "Lost Island Connectivity Project" or "Project"); and

WHEREAS, the County did, by Resolution (Exhibit "A"), approve and adopt the Study and added the projects designated therein to the County's Transportation Capital Improvement Plan ("CIP"); and

WHEREAS, the County did, thereafter, adopt an Ordinance which called for a Referendum on a proposed Transportation Sales and Use Tax. Included in that Ordinance and Referendum was a list of projects to which the revenue generated by the tax, if approved, would apply. The projects listed in the Referendum, which the voters approved in November 2018, included the projects listed in the Study; and

WHEREAS, thereafter, specifically in May 2019, the City committed \$95,000 of City Funds to the Lost Island Connectivity Project; and

WHEREAS, the City and the County are preparing to embark on the planning and construction phases of the Project. They wish to enter into this agreement which will clarify, identify and delineate the roles of each entity relating to the Project so they can move forward with the award, administration and management of it.

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

1. The County shall assume responsibility for the planning, award, administration, and management of all contracts concerning, relating and pertaining to the Project except as specified in paragraph 4 below.

2. In the interest of continuity, timely response to issues which arise and fiscal control over the Project, the County will be responsible for day to day oversight of the Project.
3. All planning and construction expenses associated with the Project (specifically excluding all costs and expenses associated with all property acquisition [including, for instance but not limited to, condemnation, rights of way, easements of all types, etc.]) shall be paid with revenue generated by the 2018 Transportation Sales and Use Tax.
4. County will be responsible for the procurement, administration, and cost of the design phase of the project to include all necessary permitting. The roadway infrastructure will be designed to adhere to the most recent amended version of the City's Street Network and Design Standards (Section 7.2) and Appendix C of "The Beaufort, SC Code" which was formerly adopted by the City on June 27, 2017. City to review
5. The City shall bear all costs and expenses associated with all property acquisition including, for instance but not limited to, condemnation, rights of way, easements of all types, etcetera.
6. The City and the County that County shall deduct ten (10%) percent from each contractor payment as retainage. Retainage may, in County's sole discretion, be reduced to five (5%) percent upon fifty (50%) percent completion of the Project. All retainage will be paid upon satisfactory completion of the Project as required by the Contract Documents.
7. Upon completion of the project, the County will not retain any interest in the roadway improvements and the City will maintain the facility as a City street
8. Any notice under this Agreement shall be delivered in writing to the following:

To the City:                      Mr. William Prokop  
   City Manager  
   1911 Boundary Street  
   Beaufort, SC 29902

To the County:                      Ms. Ashley Jacobs  
   County Administrator  
   P. O. Drawer 1228  
   Beaufort, SC 29901-1228

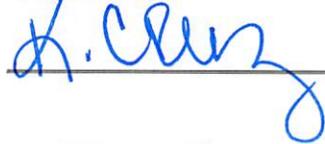
9. The City and the County agree that procurement of goods or services in the furtherance of the Project shall be pursuant to Beaufort County procurement policies, ordinances and/or guidelines as well as any relevant state or federal procurement requirements which may be applicable if state and/or federal grant funding is received. The parties expressly agree to be bound by the County's interpretation of the same.
10. This Agreement constitutes the full and complete agreement between the parties relative to the Project. Neither party relies upon, or has the right to rely upon, any representation

regarding the terms of this Agreement regardless of whether such representations are oral or written, consistent or inconsistent with the terms set forth herein. This Agreement supersedes and replaces all previous Agreements discussion between the parties relating to the Project. To the extent any term or condition of this Agreement contradicts a term or condition in a previous Agreement or discussion, the terms and conditions set forth herein shall prevail.

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

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

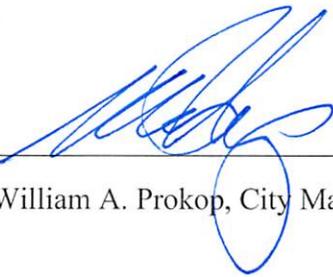
WITNESSES:

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

William A. Prokop, City Manager

By:   
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Ashley Jacobs, County Administrator