

STATE OF SOUTH CAROLINA)
) **MEMORANDUM OF UNDERSTANDING**
 COUNTY OF BEAUFORT)

Draft July 3PM, 2012

This Memorandum of Understanding (the “Memorandum”) is entered into by and between Beaufort County (hereinafter referred to as the “County”) and the University of South Carolina Beaufort (hereinafter referred to as “USCB”) regarding Water Quality Monitoring Services (hereinafter referred to as “monitoring services.”)

WHEREAS, USCB operates and manages a laboratory dedicated to assessing the water quality of the Lowcountry; and

WHEREAS, the County, in its pursuit of its mission to protect our water resources, and implement monitoring recommended by the Stormwater Management Plan and restoration initiatives, recognized the inherent value in USCB’s offer to partner with the County and provide services in its endeavor to support these monitoring services; and

WHEREAS, the County and USCB, in order to efficiently analyze and monitor the water quality of the Lowcountry, hereby agree to the following terms and conditions;

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the County and USCB, the parties hereto agree as follows:

1. Governing Document

It is the intent of the parties that this Memorandum shall supersede any other agreements entered into between the County and USCB regarding providing monitoring services.

2. USCB

- a. USCB shall continue to work to attain DHEC certification for all appropriate analytes.
- b. USCB shall continue to operate and manage a Laboratory able to receive and analyze the County’s samples, possibly after normal business hours, for the currently sampled fecal results. Results will be made available within 24 – 48 hours unless extenuating circumstances require additional time.
- c. USCB shall continue to work toward developing the capacity to perform the full spectrum of the County’s monitoring needs as listed in the attachment 1B. This includes the current 13 stations for 25 parameters on 12 rainfall driven events per year.

- d. USCB shall receive and analyze the County's regularly scheduled samples, as well as special wet weather event project samples, as agreed upon between the parties.
- e. For the purposes of sample delivery and analysis, USCB shall provide 24-hour access to the Laboratory to authorized personnel, including designated County staff, provide such personnel are accompanied by a USCB employee.
- e. USCB will give the County 60 days notification of the expected date of achieving capacity to supply full monitoring services so that the County can transfer services to USCB.
- f. USCB will track monitoring services separately for North (County has additional partners) and South of the Broad River.

3. The County

- a. The County shall, after notification of analytical equipment acquisition by USCB, issue an annual purchase order for \$90,000 to USCB for the Monitoring services outlined in Attachment 1. Payments will be made bi-annually in the amount of \$45,000, beginning immediately after analytical equipment acquisition but no more than two months before transfer of monitoring services.
In the event the amount from the previous year's has not been fully expended by USCB, the subsequent year's disbursement by the County shall be credited that amount. Under no circumstances shall the total fiscal year disbursement exceed \$100,000 unless the Agreement is modified per Paragraph 4.b below.
- b. The County shall also commit to a \$15,000 annual purchase order to assist with ongoing sample collection and processing of scheduled bacterial monitoring.
- c. The County shall provide staff to assist with sample collection and processing of the scheduled bacterial monitoring but not for wet event monitoring.

4. General Requirements of the Agreement

- a. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the County and USCB other than that which is expressly stated herein. The County is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and

employees of USCB and the methods utilized by USCB in fulfilling its obligations hereunder shall lie solely and exclusively with USCB, and its agents and employees shall not be considered agents or employees of the County for any purpose. No person employed by USCB shall have any benefits, status, or right of employment with the County.

- b. This Agreement shall not be modified unless such modification is made by mutual consent of both parties at any time in writing and signed by both the County and USCB.
- c. USCB may not assign this Agreement to another organization without the prior written approval of the County.

5. Default Remedies

In the event USCB does not remedy such conditions that have been found in violation of this Agreement with 30 days after written notice to do so is given by the County, or if insufficient progress is being made toward the remedy within those 30 days, the County may use a portion, or all, of the allocated funds to remedy the conditions.

6. Term

The term of this Memorandum of Understanding shall be from the date of execution for three (3) years. The Memorandum will be reviewed by the County and USCB annually.

7. Termination for Convenience

- a. In addition to any other rights to termination set forth in this Memorandum, in the event both parties mutually agree to terminate this Agreement prior to the expiration of the Term, the County shall be entitled to a pro-rata refund of the money set out in Paragraph 3 above.
- b. The County shall have the right to terminate this Agreement for convenience upon 60 days written notice to USCB. In the event the County terminates this Agreement for convenience, the County shall pay the Laboratory for services received.

IN WITNESS WHEREOF, the parties hereto have affixed their signature hereto the date first written hereinabove.

COUNTY OF BEAUFORT

UNIVERSITY OF SOUTH CAROLINA

By _____
Gary Kubic
County Administrator

By _____
Thomas A. Coggins
Director
Sponsored Awards Management

Date _____

Date _____

Address:
Beaufort County
PO Drawer 1228
Beaufort, SC 29901

Address:
Sponsored Awards Management
901 Sumter Street, 5th Floor
Columbia, SC 29208

Attachment 1: Scope of Services

SCOPE OF SERVICES

ATTACHMENT 1

The Scope of Services included in the MOU between the Beaufort County and USCB are as follows:

A. Weekly Bacterial Monitoring

- a. Up to 550 samples at \$27 per sample
- b. Water Quality Analyst's salary costs for sample collection assistance

B. Costs associated with Other Monitoring Services, when Transferred

- a. Up to 12 wet weather sampling events a year
- b. Up to 13 stations sampled
- c. Samples collected would be analyzed for 25 parameters listed below:
 - i. Ammonia-nitrogen (NH₃)
 - ii. Biochemical Oxygen Demand (BOD₅)
 - iii. Cadmium (total)
 - iv. Chlorophyll-a
 - v. Chromium (total)
 - vi. Conductivity
 - vii. Copper (total)
 - viii. Dissolved Oxygen (DO)
 - ix. Fecal Coliform
 - x. Iron (total)
 - xi. Lead (total)
 - xii. Manganese (total)
 - xiii. Mercury (total)
 - xiv. Nickel (total)
 - xv. Nitrate
 - xvi. Nitrite
 - xvii. pH
 - xviii. Phosphorus (total)
 - xix. Salinity
 - xx. Temperature
 - xxi. Total Kheldahl Nitrogen (TKN)
 - xxii. Total Organic Carbon (TOC)

xxiii. Total Suspended Solids (TSS)

xxiv. Turbidity

xxv. Zinc (total)

- d.** USCB staff would attend monitoring coordination meetings, and Stormwater Utility meetings as appropriate.
- e.** USCB staff would be engaged in data reduction, data interpretation, and data reporting. Annual reports will be prepared

C. USCB staff would provide input into County's future water quality monitoring strategy and be responsive to unforeseen water quality needs that may occur.