

TOWN OF SEABROOK ISLAND

Town Council – Work Session
February 14, 2023 – 1:00PM

Town Hall, Council Chambers
2001 Seabrook Island Road
Seabrook Island, SC 29455



[Watch Live Stream \(YouTube\)](#)

Virtual Participation: Individuals who wish to participate in the meeting via Zoom may call (843) 768-9121 or email kwatkins@townofseabrookisland.org for log-in information prior to the meeting.

AGENDA

Call to Order – Roll Call – Freedom of Information

Mayor John Gregg

- Update from Discussion with MUSC (Donation Matching)
- Update on the Town's Request for Public Assistance (Hurricane Ian)

Town Council Members:

- **Jeri Finke**
- **Patricia Fox**
- **Barry Goldstein**
 - Discussion of proposed budget for the Town Hall Annex and Garage
- **Dan Kortvelesy**

Town Administrator Joe Cronin

- Action Items for February 28th Town Council Meeting
 - 2023 Beach Patrol Contract (Island Beach Services)
 - 2023 Dolphin Education Program Contract (Lowcountry Marine Mammal Network)
 - Emergency Preparedness Services Contract (eGroup)
- Items for Information
 - Update on Meeting with SCEMD and Charleston County EMD
 - Status Report on Strategic Priorities for 2022-23

Adjourn



 **MUSC Health**
Medical University of South Carolina



Campaign Objective: Match the Town of Seabrook's \$100,000 donation to build the MUSC Health Sea Islands medical facility by hosting a crowdfunding campaign appealing to Sea Islands residents, local businesses, grateful patients, and existing donors.

Marketing Creative Draft

When seconds count

Campaign copy and key website functionality

When seconds count, every step closer to a medical facility can make a difference. MUSC Health Sea Islands will be a state-of-the-art medical facility providing emergency and primary care services when you need it most. You'll have convenient and rapid access to:

- Life-saving medical care in a new free-standing Emergency Room, with trauma rooms, fast-track triage, full CT scan and radiology services, full lab services, and helipad.
- State-of-the-art imaging and other technologies.
- Primary care and other outpatient services, as well as telehealth pods, onsite lab and diagnostic treatment, and physical and occupational therapy treatment rooms.

Invest in your health and your community's health by donating today. **For a limited time, the Town of Seabrook will match your gift dollar for dollar up to \$100,000. Double your impact today!**

Local Imagery

Outdoor vacation and retirement activities with subtle potential health risks



Live Donor Wall & Matching Donor Display

Donor wall (anonymous possible) with real-time matching gift display for the Town of Seabrook

Campaign Thermometer

Campaign thermometer and a countdown clock with seconds display reiterating campaign theme





Crowdfunding Campaign

Key Success Factors

1. Limited time offer – max 30 days
2. Seed donors to build momentum
3. Market timing to maximize engagement



Goals

Pre-launch

- + Increase awareness of the new medical facility in external communications
- + Increase awareness of the need for philanthropy in external communications
- + Capture interested new prospect emails via virtual Town Hall invitation
- + Acquire seed donors for at least 50% of the campaign

Goals

Post-launch: Direct-response marketing channels
1-2% of marketing list donates



Fundraise remaining 50% from
Sea Islands residents, grateful
patients, donors, and prospects

~3,000

Sea Island Residents

~1,000

Grateful Patients

~450

Active Donors

MUSC Health Sea Islands Crowdfunding Campaign

Feasibility

1. Identification of potential seed donors (individual, organizations, and businesses)
2. Set a date or month that would maximize resident and constituent engagement
3. Amplify the campaign's reach and increase awareness by sharing MUSC's marketing creative in The Town of Seabrook's communications



Questions, ideas, or thoughts?



MUSC Institutional Advancement

268 Calhoun St, MSC 182
Charleston, SC 29425



Phone

843.792.4274

Department of Homeland Security Federal Emergency Management Agency

General Info

Project #	702487	PW #	15	Project Type	Work Completed / Fully Documented
Project Category	B - Emergency Protective Measures			Applicant	Seabrook Island, Town of (019-64712-00)
Project Title	App Cert - Town of Seabrook Island Emergency Protective Measures			Event	4677DR-SC (4677DR)
Project Size	Small			Declaration Date	11/21/2022
Activity Completion Date	5/21/2023			Incident Start Date	9/25/2022
Process Step	Obligated			Incident End Date	10/4/2022

Damage Description and Dimensions

The Disaster # 4677DR, which occurred between **09/25/2022** and **10/04/2022**, caused:

Damage # 1290454; Emergency Protective Measures (App Cert - Town of Seabrook Island Emergency Protective Measures)

During the incident period of 9/25/2022 through 10/4/2022, Hurricane Ian created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

- Provided Storage Unit for moving their landscaping equipment to higher ground as a preventative measure at 289 Maybank Highway, Johns Island, SC (GPS: 32.72952, -80.06499) from 9/27/2022 to 9/30/2022.
- Provided Power Generators for keeping their lift stations operable in the event of power outages at 2902A Seabrook Island Rd, Seabrook Island, SC (GPS: 32.59267, -80.16242) from 9/29/2022 to 10/7/2022.
- Provided Pumps for keeping their lift stations operable in the event of potential inundation of significant rain and flood water at 2902A Seabrook Island Rd, Seabrook Island, SC (GPS: 32.59267, -80.16242) from 9/29/2022 to 10/7/2022.

Final Scope

1290454 App Cert - Town of Seabrook Island Emergency Protective Measures

Work Completed

The applicant utilized rented equipment for the Emergency Protective Measures.

Work Completed from 9/27/2022 to 10/7/2022

Town of Seabrook Island:

- A. Provided Storage Unit for moving their landscaping equipment to higher ground as a preventative measure at 289 Maybank Highway, Johns Island, SC (GPS: 32.72952, -80.06499) from 9/27/2022 to 9/30/2022.
- B. Provided Power Generators for keeping their lift stations operable in the event of power outages at 2902A Seabrook Island Rd,

Seabrook Island, SC (GPS: 32.59267, -80.16242) from 9/29/2022 to 10/7/2022.

C. Provided Pumps for keeping their lift stations operable in the event of potential inundation of significant rain and flood water at 2902A Seabrook Island Rd, Seabrook Island, SC (GPS: 32.59267, -80.16242) from 9/29/2022 to 10/7/2022.

1. Rented Equipment: \$14,845.99

Work Completed Totals:

1. Rented Equipment: \$14,845.99

Work Completed Total: \$14,845.99

Project Notes:

1. The DDD, Scope and Cost have been developed using Small Project Certification forms. All documentation used to review this project has been specified in Grants Manager. See attachments labeled:
 - a. #689607 - EM3585 SC - Subrecipient Certification for Small Projects - Cat B (1).pdf
 - b. Document & Information Requirements for Small Projects Category B - PDMG form.pdf
2. All costs associated with this project have been validated. Please see document labeled: 702487 - DR4677SC - DVS Summary Sheet.xlsx
3. Three (3) generators and two (2) pumps were rented for a period of one (1) week as the weekly rate was more cost effective than a daily rate with an unknown period of time potentially needed.
4. No power outages occurred therefore the generators and pumps were not deployed to the lift station locations. Equipment was returned unused.

Cost

Code	Quantity	Unit	Total Cost	Section
9004 (Rented Equipment)	1.00	Lump Sum	\$14,845.99	Completed

CRC Gross Cost \$14,845.99

Total Insurance Reductions \$0.00

CRC Net Cost \$14,845.99

Federal Share (75.00%) \$11,134.50

Non-Federal Share (25.00%) \$3,711.49

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0	Eligible	Awarded	PA-04-SC-4677-PW-00015(10)	\$14,845.99	75 %	\$11,134.49	2/1/2023

Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
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Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

01/20/2023

The Emergency Protective Measures represented in this project are neither insured nor insurable.. No insurance relief is anticipated. The damages in this project covered under the preservation of coverage that may apply is below the \$1,000.00 deductible. No insurance narrative will be produced or uploaded into documents or attachments.

FEMA Policy 206-086-1

PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)

A. Duplication of Benefits. FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an

applicant from another source, including insurance.

1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.
2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.
3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

No insurance requirements will be mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).

Leisla Yero
Insurance Specialist - PA CRC East

O&M Requirements

There are no Obtain and Maintain Requirements on **App Cert - Town of Seabrook Island Emergency Protective Measures.**

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

EHP Additional Info

There is no additional environmental historical preservation on **App Cert - Town of Seabrook Island Emergency Protective Measures.**

Final Reviews

Final Review

Reviewed By SIMONS, JANICE E.

Reviewed On 01/23/2023 2:06 PM EST

Review Comments

No comments available for the Final Review step

Recipient Review

Reviewed By Volk, Allison

Reviewed On 01/25/2023 6:59 PM EST

Review Comments

All necessary documentation is attached. No issues.

Project Signatures

Signed By Gregg, John

Signed On 01/26/2023

MICHAEL E. KARAMUS
Architect L.L.C.



P.O. Box 22026 Charleston, S.C. 29413
843 768 9980

SEABROOK TOWN HALL ANNEX

OFFICE SPACE: 1258 SF	250/SF	314 500
PUBLIC SPACE: 616 SF	325/SF	200 200
REST ROOMS: 268 SF	275/SF	73 700
COUNCIL CHAMBERS: 2032 SF	375/SF	762 000
CATERING: 160 SF	300/SF	48 000
STAFF ROOM RENOVATIONS: 182 SF	250/SF	45 500
EXIST TOWN HALL RENOVATIONS: 1075 SF	250/SF	268 750
MEDITATION GARDEN & DECK: 1765 SF (321)	200/SF (FOR DECK)	74 200
		<hr/>
		1786 850

MICHAEL E. KARAMUS
Architect L.L.C.



P.O. Box 22026 Charleston, S.C. 29413
843 768 9980

SEABROOK MAINTENANCE FACILITY

RECORDS STORAGE: 146 SF	200/SF	29200
DIRECTORS OFFICE: 246	250/SF	61500
STAIRWELL: 220 SF	225/SF	49500
VEHICLE STORAGE: 2075 SF	200/SF	415000
VEHICLE MAINTENANCE: 435 SF	250/SF	109750
EMPLOYEE ROOM: 191 SF	225/SF	42975
BATH: 90 SF	250/SF	22500
OUTDOOR STORAGE: 329 SF	150/SF	49350
FUTURE OFFICE EXPANSION: 1413 SF	150/SF	211950
FUTURE LAV: 76 SF	150/SF	11400
FUTURE ELEVATOR:		(25000)

1002125

GENERAL THOUGHTS ON SITEWORK 275000

FIRST ADDENDUM
to the
BEACH PATROL SERVICES CONTRACT
between the
TOWN OF SEABROOK ISLAND
and
ISLAND BEACH SERVICES, LLC

WHEREAS, the Town of Seabrook Island, a public body corporate and politic and political subdivision of the State of South Carolina, whose principal office is located at 2001 Seabrook Island Road, Seabrook Island, SC 29455 (hereinafter referred to as the "Town") and Island Beach Services, LLC, D/B/A Barrier Island Ocean Rescue, a South Carolina Limited Liability Corporation, the address of which is 32 Sora Rail Road, Kiawah Island, SC 29455 (hereinafter referred to as the "Contractor"), ("Party" as to each; collectively the "Parties"), entered into a contract for the provision of Beach Patrol Services within the Town with an effective date of March 24, 2021 (hereinafter referred to as the "Contract"); and

WHEREAS, under the terms of the Contract, the Town has the option to renew the Contract for three (3) additional one (1) year periods; provided, however, any changes to the dates of coverage, hours of operation and price shall be agreed to in writing by the Parties and made part of the Contract by addendum; and

WHEREAS, the Parties have agreed to extend the Contract by renewal for an additional period of one (1) year, upon such terms, conditions and amendments as are mutually agreeable to both Parties as outlined herein;

NOW, THEREFORE, the Parties hereby execute this first addendum to extend the Contract by renewal for an additional period of one (1) year, for the period beginning April 1, 2023, and ending March 31, 2024 (hereinafter referred to as the "First Renewal Period"), under the same terms and conditions as the original Contract, mutatis mutandis, unless expressly modified herein. The Parties agree to the following amendments to the Contract, as follows:

AMENDMENT #1: Section 3 of the Contract (Contract Price: Payment Terms) is hereby amended to add the following:

SECTION 3
Contract Price: Payment Terms

The Town agrees to pay two hundred thirty-nine thousand sixty-six dollars (**\$239,066.00**) (hereinafter "First Renewal Period Contract Price") to the Contractor for the Contractor's performance of the Services during the First Renewal Period, as amended herein, plus all reasonable expenses, pre-approved in writing by the Town Administrator, necessary to accomplish and complete the Services, in accordance with all terms and conditions as stated herein. The First Renewal Period Contract Price shall be paid in monthly installments, as follows:

Installment #	Dates Covered (Installment Period)	Payment Amount
1	April 1 – April 30, 2023	\$ 39,844.33
2	May 1 – May 31, 2023	\$ 39,844.33
3	June 1 – June 30, 2023	\$ 39,844.33
4	July 1 – July 31, 2023	\$ 39,844.33
5	August 1 – August 30, 2023	\$ 39,844.33
6	September 1 – September 30, 2023	\$ 39,844.35
TOTAL		\$ 239,066.00

The Contractor shall invoice the Town for each Payment Amount within five (5) business days following the closing date of each Installment Period. In no event shall the aggregate total of the invoices for Services so submitted exceed the First Renewal Period Contract Price.

AMENDMENT #2: Section 4 of the Contract (Term of Contract; Time and Dates of Performance) is hereby amended to add the following:

SECTION 4
Term of Contract, Time and Dates of Performance

The term of the original Contract shall be extended by renewal for one (1) year to incorporate the continuation of Services during the First Renewal Period. During the First Renewal Period, the Contractor shall perform the Services on the dates and times and with the personnel and vehicles as follows:

Hours of Operation

Dates of Coverage	# Days	Personnel Per Day	Vehicles Per Day	Hours Per Day
April 1 – May 21	51	2	2	9:00 AM – 5:00 PM (8)
May 24 – August 15	84	2	2	8:00 AM – 12:00 PM (4)
		4	2	12:00 PM – 4:00 PM (4)
		2	2	4:00 PM – 8:00 PM (4)
August 16 – September 30	48	2	2	9:00 AM – 5:00 PM (8)
Total	183			

During the First Renewal Period, the Contractor shall provide all necessary staff, vehicles and equipment to service up to six (6) trash receptacles on the beach (hereinafter, "Trash Service"). Trash Service shall be provided as follows:

Dates of Coverage	# Times Serviced Per Week	Days of Service *
April 1 – May 21	3	Wed, Fri, Sun
May 24 – August 15	5	Mon, Wed, Fri, Sat, Sun
August 16 – September 30	3	Wed, Fri, Sun
Total		

* Days of Service may be amended by mutual agreement of both Parties.

In order to facilitate the provision of Trash Service, the Town shall be responsible for:

- Installing all trash receptacles on the beach on or before April 1st;
- Providing trash bags to the Contractor on an as-needed basis; and
- Providing a dumpster or container(s) for the storage and disposal of trash collected from the beach by the Contractor.

Upon request by the Town, and subject to reasonable notice being provided by the Town to the Contractor, the Contractor agrees to provide additional days of Trash Service during the First Renewal Period beyond the intervals specified herein. The Contractor shall invoice the Town, and the Town agrees to pay, for such additional Trash Service at a rate of \$75.00 per day for each day such additional Trash Service is provided.

Upon reasonable notice to the Contractor during the First Renewal Period, the Town may request Services on dates other than those specified above. In such event, the Contractor shall use reasonable efforts to accommodate the Town's request at a cost approximately proportional to the First Renewal Period Contract Price. Any changes in the First Renewal Period Contract Price, dates of coverage and hours of coverage shall be agreed to in writing by both Parties and attached hereto as an addendum.

The Town reserves the right to renew the initial Contract, as amended herein, for up to two (2) additional one-year periods if it determines renewal to be in its best interest. Any request for a price increase must be made in writing at least ninety (90) days prior to the anniversary date of the Contract, or sooner if so requested by the Town. Any request will be evaluated prior to exercising the option to renew. The Town will be the sole judge as to whether any price increase will be approved. If the Town exercises its right of renewal, any changes to the dates of coverage, hours of operation and Contract Price will be agreed in writing and made part of the Contract.

The Contractor expressly acknowledges that time is of the essence in completion of this Contract and that the time limits and dates herein are critical components of the Contract. The Contractor warrants and represents that it has taken these facts into consideration and has determined that it can complete the Services within these time limits, including time for likely delays caused by weather or from other sources. The Contractor will not be compensated for any delays beyond the time set forth herein. The Contractor's only remedy for delays may be an extension of time to perform the Services. Due consideration will be given to claims for an extension of time due to extraordinary circumstances only.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment by their duly authorized officers or representatives:

TOWN OF SEABROOK ISLAND

By: _____

Name: John Gregg, Mayor

Title: Mayor

Date: _____

ISLAND BEACH SERVICES, LLC

By: _____

Name: Robert Edgerton

Title: Owner

Date: _____

Seabrook Island Dolphin Education Program Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 202~~2~~³ by and between Lowcountry Marine Mammal Network, ("LMMN"), a 501(c)(3) organization focused on protecting marine mammals (dolphins, whales and seals) in South Carolina, with a principal office at 1367 Clearbrook Street, North Charleston, SC 29405, and the Town of Seabrook Island, (the "Town") a South Carolina municipality, with a principal office at 2001 Seabrook Island Road, Seabrook Island, South Carolina.

WHEREAS, "Strand feeding" is a unique hunting behavior in which bottlenose dolphins (*Tursiops truncatus*) work together in small groups to herd fish towards the shore. They then use a powerful wave to push the fish onto the shore and then lunge onto the shore to grab the fish; and

WHEREAS, the Town is one of a few locations in the U.S. that dolphins are known to strand feed; and

WHEREAS, Giving the dolphins their space while strand feeding is important to ensure they are not harassed and this specialized hunting strategy is not disrupted; and

WHEREAS, The Department of Fisheries of the National Oceanic and Atmospheric Administration ("NOAA") has received reports of beach goers trying to interact with (touch, chase, or swim with) or hand feed the dolphins as they strand feed on the beaches of Seabrook Island, South Carolina in apparent violation of the Marine Mammal Protection Act (the "MMPA"); and

WHEREAS, the parties hereto wish to undertake a project called the Seabrook Island Dolphin Education Program, (hereinafter, the "Project") the purpose of which is to reduce disturbance to strand feeding dolphins and minimize violations of the MMPA, as well as better understand the local dolphin population and this feeding strategy. Components of the Project include community outreach on/near the beaches where dolphins are known to strand feed, as well as distribution of outreach materials throughout the Town. Data will be collected to help biologists better understand this unique strand feeding behavior (i.e., frequency, number of dolphins, photo documentation).

NOW THEREFORE in consideration of the foregoing premises and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Expected Project Outcomes; Publication of Findings: The expected results of the Project include a reduction in disturbance by beachgoers to strand feeding dolphins, an increased number of residents and visitors to the Town educated about dolphin conservation, and a better

understanding of dolphin strand feeding behavior, local bottlenose dolphin population, and MMPA violations. The Project will also allow LMMN to monitor the strand feeders to gain more insight into their behavior, and will help it understand if the behavior is increasing or decreasing among animals, identify individual strand feeders through photo-identification and determine if there is seasonality relevance to strand feeding. The information obtained as a result of the Project will allow LMMN to continue to monitor the behavior and understand the risks of human interactions. With this information, LMMN could, subject to the provisions of Section 9 hereof, publish its findings in a peer-reviewed publication and provide information content for the Town's website.

2. Project Team: LMMN will establish a project team consisting of two (2) individuals (hereinafter, the "Project Team") to be assigned to the Project. The Project Team will establish relationships with the Town to better understand the value of this behavior to the community while working together towards the conservation of a rare and unique behavior. A list of all Project Team members and their qualifications are attached hereto as Exhibit A.

3. Project Period: The Project will start once the Principal Investigator (hereinafter, the "PI") is able to recruit and train sufficient volunteers from among Seabrook Island residents. It is anticipated that the project will begin on or around April 1, 202~~2~~³ and it will conclude on or around December 31, 202~~2~~³ (hereinafter, the "Project Period"). LMMN will assign not less than one (1) person (hereinafter "Project Team Members") on the beach during peak times for strand feeding to observe and record dolphin behavior and engage the public about maintaining a safe viewing distance.

4. Goals of the Project: The Project goals will include the following:

- A. Increase awareness of residents of and visitors to the Town about conservation of the bottlenose dolphin population that resides in and around Capt. Sam's Inlet;
- B. Education of both local residents and visitors about dolphin strand feeding behavior. Project Team Members will provide beach goers with information about the unique behavior, laws protecting wild dolphins from illegal feeding and harassment, as well as ways to safely view the behavior and animals without disturbing them; ~~and~~

C. ~~The Project will allow LMMN to gain information~~ Enhance understanding about habitat use and individual strand feeding dolphins to help understand the broader impact of habitat destruction and its effects on this population of dolphins;

D.- Reduce instances of marine mammal harassment; and

E.- Assist Town code enforcement officers with the identification of potential violations of the Town's beach and wildlife protection ordinances.

5. Project Undertakings by LMMN: The Project will include the following actions and activities to be undertaken by LMMN during the Project Period:

A. Project Team Members will identify feeding hotspots to allow the parties hereto to focus conservation efforts on those areas as well as understand the impacts on individual strand feeders if these habitats are lost or if the behavior is abandoned. Information regarding the locations of the feeding hotspots will be provided by LMMN to the Town as promptly as possible.

B. Beach observations will be the main focus of the Project. During these observations, Project Team Members and volunteers will collect dolphin behavior data and will have an opportunity to talk with beach goers and answer questions about strand feeding behavior and encourage responsible viewing. Observations will be conducted once weekly by the PI, while interns and volunteers will cover the remainder of the week. Observations will take place for approximately four (4) hours each day during the Project Period. LMMN will seek to obtain volunteers among the Town's residents to conduct observations on the days Project Team Members are not anticipated to be present so the week is covered during the Project Period. LMMN will provide the Town with the name of each Seabrook Island volunteer as promptly as is reasonably practicable.

C. Project Team Members will educate local residents and visitors of the Town about dolphin conservation, with the goal of reducing disturbance to strand feeding dolphins. Project Team Members will inform residents and visitors that the Town is very unique because it is one of the few places where dolphins are known to strand feed and the public can easily access the area where strand feeding occurs and view this behavior, and advise beach goers of the factors which threaten these dolphins.

- D. Project Team Members will request local businesses (e.g., hotels, shops and marinas) to help distribute outreach materials.
- E. A primary objective of the Project is to educate beach goers about the importance of reducing human interference, both from the beach and water, during strand feeding for fear that the dolphins will abandon this behavior on the Town's beaches. Project Team Members will be present on the beach each week-day during the peak season (June-August) during the Project Period and 4 days per week, including peak weekends, during other parts of the year, at times in which biologists believe strand feeding is most likely to occur, (approximately two hours before to two hours after low tide). Project Team Members will ask beach goers to follow the following viewing guidelines to reduce disturbance to strand feeding dolphins:
 - (A) View dolphins from a distance and get a better view using binoculars;
 - (B) Give dolphins sufficient space and keep dogs away from the shore where dolphins may be present during periods of strand feeding;
 - (C) Avoid loud or sudden movements near the dolphins while they are strand feeding; and
 - (D) Avoid feeding or attempting to feed dolphins, as such activities are both harmful and illegal (this includes throwing fish on the shore back to dolphins while they are strand feeding).

In discharging their responsibilities under this Section 5E, Project Team Members will treat beach goers with respect and will respect the beach goers right and ability to enjoy his or her beach experience. Project Team Members will not engage beach goers who express no interest in the education effort.

- F. Project Team Members will collect data that could be used by LMMN to better understand the resident population of dolphins, the number of dolphins in the immediate area, the number of dolphins participating in stand feeding and whether and to what extent MMPA violations occur. Copies of all data and information collected by Team Members will be provided to the Town as promptly as is reasonably practicable.
- G. Project Team Members will take photographs of dorsal fin dolphin which will be used to identify individual dolphin which will then be compared to a long-standing photo-

id catalogue housed at NOAA/National Ocean Service. Copies of all photographs taken by Project Team Members will be given to the Town as promptly as is reasonably practicable.

- H. During the Project Period, Project Team Members will set up dolphin conservation educational displays at local events and presentations on the Project will be given to local community groups and water enthusiasts and local community groups.
- I. Project Team Members may install interpretive signs about strand feeding only after receiving prior written permission from the Town.
- J. Project Team Members will wear tee shirts and identification tags approved by the Town at all times when they are on the Town's beaches.

K. While Project Team Members are not charged with enforcing violations of the Town's beach and/or wildlife protection ordinances, Project Team Members who observe a violation are encouraged to report alleged violations to Town code enforcement officers for investigation and possible enforcement. When Beach Patrol officers are present on the beach (daily April through September), alleged violations may be reported by phone or text message to (843) 718-6083. At all other times, alleged violations may be reported to Seabrook Island Town Hall by phone at (843) 768-9121.

6. Project Undertakings by the Town: The Town shall (A) request access for Project Team Members as required through the Seabrook Island Property Association gate, (B) assist LMMN in obtaining Seabrook Island volunteers to conduct observations and (C) arrange for introductions of Project Team Members to merchants and local community groups.

7. Compensation, Materials, and Travel Expenses; Payment: For the beach observations, data collection and volunteer coordination, as described herein, the Town shall pay to LMMN the amount of six thousand, seven hundred and seventy-two dollars (\$6,772.00) in nine (9) equal monthly installments of seven hundred fifty-two dollars and forty-four cents (\$752.44) each. Such amounts shall be due and payable upon receipt of invoice as of the last day of each month during the Project Period.

In addition, the Town shall reimburse LMMN for its reasonable and necessary travel expenses in an amount not to exceed in the aggregate one thousand nine hundred and forty-four dollars

(\$1,944.00). The Town shall reimburse LMMN for such travel expenses upon presentation of invoices therefore, together with appropriately documented receipts for such expenses.

It is anticipated that LMMN will incur additional expenses for site visits, training, island events, tee shirts and educational materials in an amount not to exceed, in the aggregate, one thousand three hundred and ten dollars (\$1,314.00). The Town shall reimburse LMMN for such miscellaneous expenses upon presentation of invoices therefore, together with appropriately documented receipts for such expenses.

8. Cancellation for Non-Allocation of Funds: This Agreement shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continued performance of this Agreement by the Town.

9. Anticipated Project Benefit; Limitation on Public Release of Information: The main anticipated benefit of the Project is the safety of both humans and dolphins on Seabrook Island. However, a collateral benefit to LMMN will be an increase of its understanding of the use of Capt. Sam's Inlet as a preferred location for strand feeding. The information LMMN will obtain from implementation of the Project will allow it to provide scientific data on how the development of Capt. Sam's Inlet could affect the dolphin's behavior. It is a condition precedent of the Town's participation in the Project and shall be an express undertaking by LMMN that any and all information obtained by LMMN, Project Team Members or volunteers, and / or LMMN's conclusions and interpretation of such information and / or recommendations based on such information must be reviewed and approved by the Town in writing prior to any public release or publication thereof or the distribution thereof to any third-party including NOAA/NOS. For the avoidance of doubt, any publication or distribution of the information and data collected by LMMN, Project Team Members or volunteers by reason of their participation in the Project or publication of any analysis, study, evaluation, conclusion or recommendation based directly or indirectly on such data must be approved in writing by the Town in advance of such publication.

LMMN shall not issue any press release or other statement for public distribution identifying the Town's participation in the Project without first having obtained the prior written consent of the Town.

10. Release; Waiver; Hold Harmless and Indemnity: In consideration for allowing LMMN to undertake the Project and data collections as described herein, LMMN hereby releases, waives, discharges and covenants not to sue the Town, its elected officials, employees or agents or volunteers (hereinafter referred to as "Releasees") with respect to any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by it, or any of its employees or agents or any property belong to it, whether caused by the negligence of the Releasees or otherwise, while participating in the Project or while in or on the way to the Town. LMMN shall ensure that each Project Team Member and volunteer executes and delivers to the Town releases in their individual capacity. LMMN further agrees to indemnify, defend (with counsel reasonably acceptable to the Releasees) and hold harmless the Releasees and each of them from and against any loss, liability, damage or cost, including court costs and attorney's fees, that any or all of them may occur by reason of the Town's participation in the Project.

11. Contract Administration: Any questions or issues arising after the execution of this contract shall be directed to the Town Administrator of the Town.

12. Non-Assignment: Neither this Agreement nor any right or obligation hereunder may be assigned, sublet, or transferred without the prior written consent of the Town.

13. Governing Law: This Agreement and any dispute, claim or controversy relating thereto (other than issues relating to conflict of laws) shall in all respects be interpreted, construed, enforced and governed under the laws of the state of South Carolina. All disputes, claims or controversies relating to the Agreement shall be resolved in the circuit court of Charleston County, South Carolina. LMMN agrees that any act by the Town regarding this Agreement is not a waiver of the Town's immunity under the South Carolina Tort Claims Act or any other applicable laws.

14. Notice. Any notice which may be or is otherwise required to be given under this Agreement shall be given in writing and shall be delivered (i) in person, (ii) by certified mail, postage prepaid return receipt request, (iii) by commercial overnight courier that guarantees next day delivery or (iv) by e-mail, and such notices shall be addressed as follows:

If to LMMN: Lauren Rust
Executive Director, LMMM
1367 Clearbrook Street
North Charleston, SC 29405
lauren@lowcountrymarinemammalnetwork.org

If to the Town: Joseph M. Cronin, Town Administrator
Town of Seabrook Island
2001 Seabrook Island Road
Seabrook Island, SC 29455
jcronin@townofseabrookisland.org

15. **Collaborations:** It is anticipated and agreed that LMMN will collaborate with the National Oceanic Atmospheric Administration / National Ocean Service (hereinafter “NOAA/NOS”) as they have 30 years’ experience working with dolphin population and a network of volunteers that can provide additional help if needed. Their input into the Project design and dolphin biology will help steer the educational program. NOAA/NOS also holds the Bottlenose Dolphin Charleston Estuarine System Stock photo-id catalogue, which include sightings taken off of the Town’s beaches, and will be instrumental in matching individual dolphins from this study.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first above written.

LOWCOUNTRY MARINE MAMMAL NETWORK

TOWN OF SEABROOK ISLAND

By: _____
Lauren Rust, Executive Director

By: _____
John Gregg, Mayor

Attest: _____

Attest: _____

EXHIBIT A

PROJECT TEAM MEMBERS & QUALIFICATIONS

LAUREN RUST: Lauren Rust is the executive director and founder of the Lowcountry Marine Mammal Network, a registered 501(c)3 nonprofit dedicated to increasing the community's knowledge about our local marine mammals and ways to conserve their habitats. Lauren holds a BS in Marine Biology from The College of Charleston and MS in Ecology from the University of Wales in which she focused on dolphin daily behavioral budgets. She has 15 years' experience working with several marine mammal species in a variety of settings including nonprofit and government agencies such as NOAA, NIST and The Marine Mammal Center. She has lived in Charleston for over 12 years and is well connected in the environmental community.

WAYNE MCFEE: Wayne McFee is the PI of the Coastal Marine Mammal Assessment division at the National Ocean Service in Charleston, SC. Mr. McFee has nearly 25 years of experience handling stranding events in South Carolina, and has authored or co-authored nearly 40 manuscripts in peer-reviewed journals related to dolphin life history (diet, pathology, reproduction, age, etc), contaminants, and human interaction. He is a member of numerous government sponsored working groups including the Crab Pot/Dolphin interaction working group, the Mid-Atlantic Unusual Mortality Event Population Dynamics Team, and the Southeast Regional Wildlife Impacts from Marine Debris working group. Mr. McFee received a MS degree in Biology from Northeastern University where he studied mass strandings of pilot whales on Cape Cod.

SECOND AMENDMENT
to the
EMERGENCY PREPAREDNESS SERVICES CONTRACT
between the
TOWN OF SEABROOK ISLAND
and
EGROUP HOLDING COMPANY, LLC

WHEREAS, the Town of Seabrook Island, a public body corporate and politic and political subdivision of the State of South Carolina, whose principal office is located at 2001 Seabrook Island Road, Seabrook Island, SC 29455 (hereinafter referred to as the "Town") and EGroup Holding Company, LLC, a South Carolina limited liability corporation, the address of which is 482 Wando Park Boulevard, Mount Pleasant, SC 29464 (hereinafter referred to as the "Contractor"), ("Party" as to each; collectively the "Parties"), entered into a contract for the provision of emergency preparedness services with an effective date of July 28, 2020 (hereinafter referred to as the "Contract"); and

WHEREAS, the initial term of the Contract was for a period of one (1) year, expiring on July 27, 2021; and

WHEREAS, on September 23, 2021, Town exercised its option to extend the Contract for a term of one (1) year, retroactive to July 28, 2021, and expiring on July 27, 2022; and

WHEREAS, under the terms of the Contract, the Town has the option to extend the Contract for an additional term of one (1) year under the same terms and conditions as the original Contract; and

WHEREAS, the Parties have agreed to extend the Contract by renewal for an additional term, retroactive to July 28, 2022, upon such terms, conditions and amendments as are mutually agreeable to both Parties;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby execute this second amendment to extend the Contract by renewal for the period beginning July 28, 2022, and ending March 1, 2024, under the same terms and conditions as the original Contract, mutatis mutandis (hereinafter referred to as the "Second Amendment"), unless expressly modified herein. The Parties agree to the following amendments to the Contract, as follows:

AMENDMENT #1: Section 4 of the Contract is hereby amended to read as follows:

Section 4. Time; Term of Contract

The Town hereby contracts with Contractor to provide the Services specified herein for the period beginning on July 28, 2022, and ending on February 28, 2024.

The Town reserves the right to extend this Contract for an additional term of one (1) year, if it is determined to be in its best interest. Any request for a price increase must be made in writing at

least ninety (90) days prior to the anniversary date of the Contract, or sooner if so requested by the Town. Any request will be evaluated prior to exercising the option to extend. The Town will be the sole judge as to whether any price increase will be approved.

The Contractor expressly acknowledges that time is of the essence in performance of Services of this Contract and that the time limits set forth for Services in Exhibit A are critical components of the Contract. The Contractor warrants and represents that it has taken these facts into consideration and has determined that it can complete the Services within these time limits, including time for likely delays caused by weather or from other sources. The Contractor will not be compensated for any delays beyond the time set forth herein. The Contractor's only remedy for delays may be an extension of time to perform the Services. Due consideration will be given to claims for an extension of time due to extraordinary circumstances only.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment by their duly authorized officers or representatives:

TOWN OF SEABROOK ISLAND

EGROUP HOLDING COMPANY, LLC

By: _____

By: _____

Name: John Gregg, Mayor

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

TOWN OF SEABROOK ISLAND

RESOLUTION NO. 2022-01

ADOPTED MARCH 22, 2022

**A RESOLUTION TO ADOPT THE TOWN OF SEABROOK ISLAND'S
STRATEGIC PRIORITIES FOR 2022-23**

WHEREAS, the Mayor and Council of the Town of Seabrook Island recognize the value of prioritizing its strategic goals and objectives in order to articulate a shared vision for future actions to be taken by Council, and to ensure the most efficient and effective use of limited public resources; and

WHEREAS, on March 1, 2022, the Mayor and Council of the Town of Seabrook Island held a strategic planning workshop to identify and rank the town's strategic priorities for 2022-23; and

WHEREAS, the Mayor and Council of the Town of Seabrook Island believe it is fitting and proper to formalize the results of this workshop by adopting and publishing its Strategic Priorities for 2022-23;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Seabrook Island hereby adopts the "Strategic Priorities for 2022-23," attached hereto as Exhibit A and incorporated by reference as if set forth fully herein;

BE IT FURTHER RESOLVED, that the items contained within the attached "Strategic Priorities for 2022-23" shall be considered as a guide for future actions which may be undertaken by the Mayor and Council in the furtherance of the town's strategic goals and objectives;

BE IT FURTHER RESOLVED, that the Town Administrator is hereby directed to post the "Strategic Priorities for 2022-23" on the town's website, to otherwise disseminate the Strategic Priorities as he deems appropriate, and to make copies of the same available to the public upon request.

SIGNED AND SEALED this 22nd day of March, 2022, having been duly adopted by the Town Council for the Town of Seabrook Island on the 22nd day of March, 2022.

Signed: _____
John Gregg, Mayor

Witness: _____
Katharine E. Watkins, Town Clerk

EXHIBIT A

TOWN OF SEABROOK ISLAND STRATEGIC PRIORITIES FOR 2022-23

CRITICAL PRIORITIES (“MUST DO”)

- (1) **Seabrook Island Road:** Address drainage, elevation, flooding, and pavement conditions along the town-maintained portion of Seabrook Island Road between Landfall Way and Freshfields; coordinate planned improvements with neighboring property owners such as Bohicket Marina, MUSC, Seafields, SIPOA, and the Seabrook Island Club; address drainage issues along the inbound and outbound pathways adjacent to Seabrook Island Road.

Assigned To: Public Works Committee (Goldstein), Town Administrator

- (2) **Code Enforcement:** Enhance the town’s capacity to monitor and enforce ordinance violations (beach rules, business licensing, permitting, short-term rentals, etc.); expand enforcement capabilities on the beach when members of beach patrol are not present, including early mornings, evenings, and during the off-season; provide a portal or location on the town’s website where individuals may report alleged violations.

Assigned To: Public Safety Committee (Kortvelesy), Environment & Wildlife Committee (Finke), Town Administrator, Zoning Administrator/Chief Code Enforcement Officer

- (3) **Short-Term Rental Policies:** Complete a review of the town’s existing short-term rental policies; determine next steps (if any) regarding the petition to cap short-term rental units within the town; establish a procedure to govern how and when a public referendum may be placed on the ballot, consistent with statutory requirements and existing caselaw.

Assigned To: Short-Term Rental Ad Hoc Committee (Finke/Fox), Town Administrator, Town Attorney

- (4) **Garage:** Provide additional storage for vehicles and equipment at town hall; expand available office and storage space for town personnel; address drainage issues on the property surrounding town hall.

Assigned To: Public Works Committee (Goldstein), Town Administrator

SIGNIFICANT PRIORITIES (“SHOULD DO”)

- (5) **Personnel & Facility Needs Assessment:** Assess current and future staffing needs to address the town council’s priorities efficiently and effectively; determine long-term capital needs for additional office space, facilities, and major equipment purchases; evaluate options for the future expansion or replacement of town hall.

Assigned To: Public Works Committee (Goldstein), Town Administrator

- (6) **Pathway Amenities:** Enhance and upgrade the existing ten-foot shared use pathway along the

town-maintained portion of Seabrook Island Road between Landfall Way and Freshfields; incorporate amenities such as benches, crosswalk signals, lighting, signage, etc.

Assigned To: Public Safety Committee (Kortvelesy), Public Works Committee (Goldstein), Town Administrator

- (7) **Licensing & Permitting Upgrades:** Purchase and implement a new licensing and permitting software system; enable online payments; enable applicants to request and pay for business licenses, permits, and other town services online.

Assigned To: Town Administrator, Town Clerk/Treasurer, Business License Official, Zoning Administrator/Chief Code Enforcement Officer

- (8) **Beach Rules Ordinance:** Review and update the town's beach rules ordinance.

Assigned To: Environment & Wildlife Committee (Finke), Town Administrator

MODERATE PRIORITIES ("COULD DO")

- (9) **Communication Enhancement:** Continue to diversify and enhance the town's communication capabilities; consider distributing public information via regular e-blasts; improve coordination with public safety agencies

Assigned To: Community Promotions & Engagement Committee (Fox), Town Administrator

- (10) **Greenbelt Projects:** Identify and recommend projects for funding from the Charleston County Greenbelt Program.

Assigned To: Environment & Wildlife Committee (Finke), Greenbelt Committee, Town Administrator

- (11) **Building Permitting & Inspection Services:** Consider options for the provision of permitting and inspection services in the town, including: 1) remaining with Charleston County Building Inspection Services; 2) contracting with the Town of Kiawah Island; 3) bringing permitting and inspection services in-house with town personnel; and 4) bringing permitting and inspection services in-house with contracted personnel;

Assigned To: Town Administrator, Zoning Administrator/Chief Code Enforcement Officer

- (12) **Alternate Revenue Sources:** Evaluate and consider the imposition of alternate revenue sources to meet ongoing operational and capital needs, including a local accommodations tax of up to 1% on lodging and a local hospitality tax of up to 2% on the sale of prepared meals and beverages.

Assigned To: Town Administrator, Town Clerk/Treasurer

INDIVIDUAL PRIORITIES ("MAY CONSIDER")

- (13) **Plan Updates:** Develop a schedule and review process for planned updates to the town's Beach

Management Plan and Comprehensive Plan.

Assigned To: Mayor Gregg, Environment & Wildlife Committee (Finke), Planning Commission, Town Administrator, Zoning Administrator/Chief Code Enforcement Officer

- (14) **Marsh, Creek & Wetlands Policy:** Consider adopting a policy to protect salt marshes, tidal creeks, and wetlands within the town (similar to the beachfront management ordinance).

Assigned To: Councilwoman Finke, Environment & Wildlife Committee (Finke), Planning Commission, Town Administrator, Zoning Administrator/Chief Code Enforcement Officer

- (15) **Form of Government:** Evaluate the three forms of South Carolina municipal government and consider changing from the current Mayor-Council form to Council or Council-Manager form.

Assigned To: Councilwoman Fox, Town Administrator, Town Attorney

- (16) **Conservation:** Work with the Seabrook Island Green Space Conservancy to identify and preserve conservation areas.

Assigned To: Councilman Kortvelesy, Environment & Wildlife Committee (Finke), Town Administrator