

Mayor
ISAIAH SCIPIO
City Council
CAMERON RIVERS, Mayor Pro-Tem
JOHN MCMANUS
FLOYD ROGERS
RAY WILSON
ALLIE WINTER



Administrator
TIM O'BRIANT
City Clerk
DONNA F. OWEN

City of Pickens

www.cityofpickens.com

AGENDA
CITY COUNCIL WORK SESSION MEETING
Monday April 28, 2025
6:00 p.m.
CITY HALL
219 PENDLETON STREET PICKENS, SOUTH
CAROLINA

1. WELCOME AND CALL TO ORDER:
2. INVOCATION AND PLEDGE OF ALLEGIANCE:
3. COMMENTS FROM MAYOR SCIPIO:
4. ADMINISTRATOR'S REPORT:
5. PRESENTATION OF FISCAL YEAR 2025/2026 BUDGET:
6. CONSIDERATION OF ENTERPRISE FLEET MANAGEMENT PROGRAM:
7. CONSIDERATION OF REQUEST FOR PROPOSALS AS IT RELATES TO SELECTION OF FEMA MANAGEMENT SERVICES:
8. CONSIDERATION OF REQUEST FOR PROPOSALS AS IT RELATES TO BUILDING INSPECTION SERVICES:
9. DISCUSSION OF ANNEXATION REQUEST, WOLF CREEK SCHOOL ROAD:
10. COMMENTS FROM COUNCIL:
11. ADJOURNMENT:



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April 25, 2025

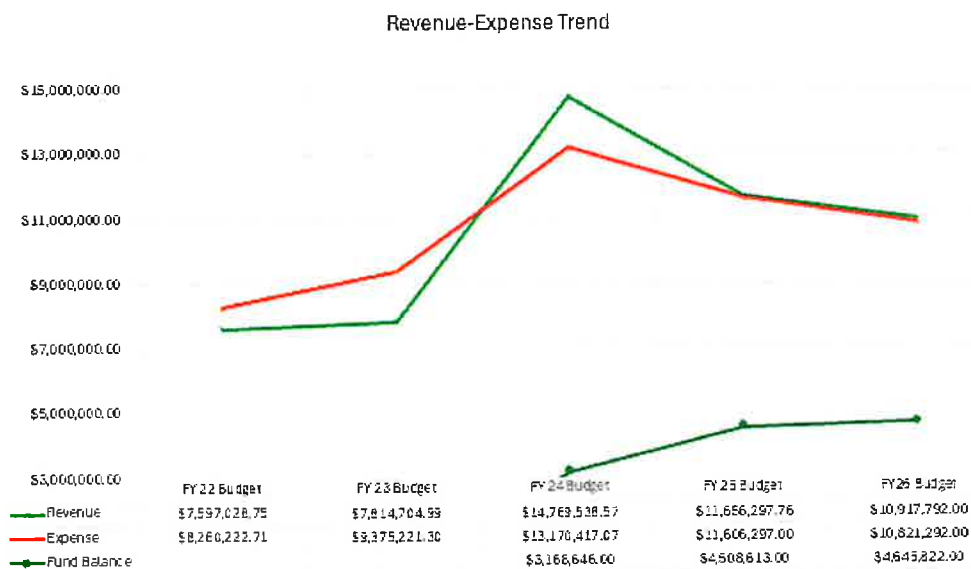
SUBJECT: FY 2026 Balanced Budget Transmittal

Dear Mayor and Members of Council,

I'm pleased to present to you this evening a balanced FY 2026 that includes all-fund revenues and expenses of \$10,859,292.00 with NO increase in property tax millage and NO increase in user fees across our enterprise funds, to include water, sewer and sanitation.

Two short years ago, The City of Pickens was on course for financial calamity. Thanks to major changes to responsible financial planning, efficient operations and reorganization of several City functions to reduce expense, City Council began correcting course in 2024 and has now steered clear of what would have been a disaster of epic proportions for this organization and the community it serves. The City of Pickens cannot do everything that it might desire with the available funding, but it is untrue that City is financially strapped and can afford to do nothing.

Based on that firm financial footing, where the City's projected revenues meet and exceed proposed expenses, the FY 2026 budget prepared by staff over the last several months provides confidence the



City can continue to meet priorities of the Council and the community while maintaining a small surplus and ample reserves in the event of unforeseen economic conditions. The level of confidence is

high beyond FY 2026 as well. Long range planning and forecasting indicate the City will comfortably maintain current levels of services, responsible growth and still fund critical improvements through a five-year look ahead and beyond. At the end of that period, the City will retire utility revenue bonds that will drive more than \$400,000 annually to the bottom line.

Despite overall revenues projected to decrease by 6% for FY 26 and expenses to be reduced by 7%, several major new funding priorities are fully and sustainably funded in the proposed draft.

These include the following:

- Salary adjustments related to the recently approved Compensation and Classification Study
- Additional funding for community events and festivals
- Addition of \$2,000 in discretionary spending to support local non-profit activities for each Council member to direct individually
- New heavy equipment for Public Works and Recreation Departments
- A continued emphasis on infrastructure improvement and replacement and 10 new vehicles to serve mission critical utility and public safety needs
- Funds to grade and resurface the City parking lot between Dominoes and the Porkette to provide numerous additional vehicle spaces, landscaping and two fast charging EV stations.
- A new roof and stabilization of the former Teen Canteen building in anticipation of future project to convert the facility into meeting and event space along with and outdoor Pickleball facility to draw more visitors to the adjacent Doodle Park

Major revenue-expense-fund balance changes over the two years that make “room” for these additional priorities have been derived from termination of the \$1.9 Million CWS water production and distribution contract, closure of the Red Hill Water Treatment plant, reimbursement of the General Fund for prior year expenses related to utilities that should have been originally funded by utility operations, early payoff of hospitality fund debt in 2024 and others.

Mayor and Council, the budget draft is now in your hands for review and consideration. I look forward to meeting with you at your convenience for a line-item-by-line-item review and to discuss additional Council priorities that may or may not be incorporated in the current version. Please let me know when and we can schedule budget work sessions as needed.

Regards,



Tim O'Briant
City Administrator



Mandy Hess

Mandy Hess
Finance Director



2025/2026 Budget

Date of Hearing

Date:

Time:

Location: City of Pickens City Hall 219 Pendleton Street Pickens, S.C. 29671

General Fund:

Projected Current Fiscal Year Financial Sources 2024-2025	Projected Financial Sources 2025-2026	Percentage Change In Financial Resources	Current Fiscal Year Millage
\$5,316,790.71	\$5,942,765.00	11.77%	86.3 Mills

Projected Current Fiscal Year Expenditures 2024-2025	Projected Expenditures 2025-2026	Percentage Change In Expenditures	Estimated Millage for 2023-2024
\$5,316,790.21	\$5,942,765.00	11.77%	86.3 Mills

Estimated Millage Equals 86.3% per \$1,000 of Assessed Property Value

Utility Fund:

Projected Current Fiscal Year Financial Sources 2024-2025	Projected Financial Sources 2025-2026	Percentage Change In Resources
\$5,149,413.96	\$ 4,360,027.00	-15.33%

Projected Current Fiscal Year Financial Sources 2024-2025	Projected Expenditures	Percentage Change In Expenditures
\$5,149,413.96	\$4,360,027.00	-15.33%

Total Projected 2025-2026 Budget	
Revenues	\$ 10,917,792.00
Expenditures	\$ 10,917,792.00

City of Pickens

Revenue Summary FY 25-26

GF	Revenue Source	FY 22 Budget	FY 23 Budget	FY 24 Budget	FY 25 Budget	FY26 Budget
	Accommodations Tax	\$ 22,000.00	\$ 2,500.00	\$ 2,000.00	\$ 2,500.00	\$ 21,200.00
	Aid to Subdivisions	\$ 665,000.00	\$ 40,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00
	Business License	\$ 200,000.00	\$ 703,000.00	\$ 705,000.00	\$ 750,000.00	\$ 750,000.00
	Fire Fees	\$ 200,000.00	\$ 200,000.00	\$ 206,731.30	\$ 217,915.00	\$ 217,915.00
	Election Fees	\$ 345,000.00	\$ 200.00	\$ 500.00	\$ -	\$ 200.00
	Franchise Fees	\$ 44,000.00	\$ 325,000.00	\$ 350,000.00	\$ 275,000.00	\$ 485,000.00
	Homestead Exemption	\$ 10,000.00	\$ 62,000.00	\$ 48,000.00	\$ 45,000.00	\$ 47,000.00
	Hospitality Tax Reimbur	\$ 74,115.08	\$ 12,000.00	\$ 115,000.00	\$ 115,000.00	\$ 228,800.00
	Local Government Func	\$ 610,464.00	\$ 76,000.00	\$ 83,369.58	\$ 80,000.00	\$ 80,000.00
	Mechant Inventory Tax	\$ 610,464.00	\$ 10,500.00	\$ 12,500.00	\$ 10,500.00	\$ 15,000.00
	Local Option Sales Tax	\$ 666,000.00	\$ 666,000.00	\$ 712,620.00	\$ 1,100,000.00	\$ 1,100,000.00
	MFG PVE Reimbursement	\$ 3,000.00	\$ -	\$ 200.00	\$ 250.00	\$ 250.00
	Planning /Permit/Code Fees	\$ 275.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 75,000.00
	City Rentals	\$ 78,000.00	\$ 50,000.00	\$ 2,400.00	\$ 10,059.68	\$ 8,400.00
	Police Fines / Forfeits	\$ 400,000.00	\$ 405,000.00	\$ 80,000.00	\$ 80,000.00	\$ 120,000.00
	Property Taxes	\$ 71,700.00	\$ 90,200.00	\$ 541,208.37	\$ 545,000.00	\$ 575,000.00
	Rec Dept Fees	\$ 304,500.00	\$ 330,000.00	\$ 102,000.00	\$ 93,000.00	\$ 130,000.00
	Investment P&I Returns	\$ 224,000.00	\$ 224,000.00	\$ 280,000.00	\$ 280,000.00	\$ 336,000.00
	Sanitation Inside Fees	\$ 87,907.32	\$ 32,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00
	Sanitation Outside Fees	\$ 175,000.00	\$ 175,000.00	\$ 132,000.00	\$ 140,984.60	\$ 50,000.00
	School Resource Reimb	\$ 304,500.00	\$ 330,000.00	\$ 330,000.00	\$ 340,656.00	\$ 350,000.00
	SCMIT Refund(Wcomp)	\$ 224,000.00	\$ 224,000.00	\$ 26,400.00	\$ 34,000.00	\$ 40,000.00
	All other	\$ 76,400.00	\$ 76,400.00	\$ 280,000.00	\$ 280,000.00	\$ 336,000.00
	Utility Fund Transfer Ca	\$ 175,000.00	\$ 175,000.00	\$ 150,000.00	\$ 581,239.78	\$ 442,000.00
	Water Tower Rehab Grant SCPRT				\$ 0.00	\$ 0.00
	Unrestricted FB draw for non-recurring				100,000	Train paint and Gem em
	Bond payoff savings				225,118	\$475,000.00
	FEMA					\$30,000.00
	County Playground Grant					
ARPA	Other Fund Source-ARP	\$ 1,505,906.43	\$1,079,202.04	\$ 470,000.00	\$600,000.00	Transfer to Hospitality
	ARPA transfer Admin			\$ 25,000.00		
	ARPA transfer Fire					
	ARPA transfer Police			\$ 305,000.00		
	ARPA transfer PW			\$ 70,000.00		
	ARPA transfer Parks & Rec			\$ 70,000.00		

	Total General Fund	\$ 4,817,592.83	\$ 4,562,277.04	\$ 5,442,503.17	\$ 5,291,883.80	\$ 5,942,765.00
HF	Hospitality Tax	\$ 515,000.00	\$ 550,000.00	\$ 590,000.00	\$ 1,200,000.00	\$ 600,000.00
UF	Water Revenue	\$ 2,535,463.73	\$ 2,560,000.00	\$ 2,585,600.00	\$ 2,942,402.00	\$ 2,942,402.00
	Sewer Revenue	\$ 735,218.62	\$ 730,000.00	\$ 737,300.00	\$ 759,625.00	\$ 759,625.00
	Capital Improvements F	\$ 250,000.00	\$ 250,000.00	\$ 239,912.00	\$ 300,000.00	\$ 320,000.00
	Stormwater Fees (comb	\$ 112,000.00	\$ 100,000.00	\$ 180,000.00	\$ 100,000.00	\$ 200,000.00
	Water Taps	\$ 50,475.00	\$ 50,000.00	\$ 66,000.00	\$ 55,000.00	\$ 55,000.00
	Connection Fees	\$ 17,000.00	\$ 18,000.00	\$ 21,000.00	\$ 18,000.00	\$ 18,000.00
	2021 Bond Draw-PO			\$ 5,282,055.74		
	Sewer Taps	\$ 3,600.00	\$ 4,400.00	\$ 9,000.00	\$ 4,000.00	\$ 10,000.00
	All Other	\$ 48,585.00	\$ 55,500.00	\$ 70,167.66	\$ 55,000.00	\$ 55,000.00
	Bond Draw				\$ 915,386.96	
	Total Utility Fund	\$ 3,752,342.35	\$ 3,767,900.00	\$ 9,191,035.40	\$ 5,149,413.96	\$ 4,360,027.00
VF	Victims Advocate Fund	\$ 18,000.00	\$ 13,729.99	\$ 16,000.00	\$ 15,000.00	\$ 15,000.00
	Victim's Assistance Fund					
	Carry over PFY					
	Total Revenue Budget	\$ 7,597,028.75	\$ 7,814,704.99	\$ 14,769,538.57	\$ 11,656,297.76	\$ 10,917,792.00
	CIP				\$ 876,920.78	\$ 145,000.00
	UF Reserves 16%				\$ 823,906.23	\$ 697,604.32
	GF Reserves 24%				\$ 1,270,052.12	\$ 1,429,383.60
	Unrestricted Cash				\$ 50,000.00	\$ 43,500.00

City of Pickens
Expenditures by Department
FY 25/26 Budget

Fund	Department	FY 25 Budget	FY 26 Budget	Increase / (Decrease)	
				\$	%
GF	Administration	\$ 711,160.90	\$ 741,927.41	\$ 30,766.51	4%
	Police	\$ 1,642,579.15	\$ 1,928,714.59	\$ 286,135.44	17%
	Fire	\$ 882,036.55	\$ 1,015,615.10	\$ 133,578.55	15%
	Grounds	\$ 99,703.25	\$ 310,216.29	\$ 210,513.04	211%
	Recreation	\$ 952,202.85	\$ 753,550.14	\$ (198,652.71)	-21%
	Streets	\$ 911,157.38	\$ 994,082.96	\$ 82,925.58	9%
	Court	\$ 117,950.63	\$ 140,158.51	\$ 22,207.88	19%
	Victim Advocat	\$ 15,000.00	\$ 15,000.00	\$ -	0%
	Total General F	\$ 5,331,790.71	\$ 5,899,265.00	\$ 567,474.29	11%
HF	Hospitality	\$ 1,200,000.00	\$ 600,000.00	\$ (600,000.00)	-50%
	HF Debt Service			\$ -	
	Total Hospitali	\$ 1,200,000.00	\$ 600,000.00	\$ (600,000.00)	-50%
UF	Public Works	\$ 2,182,434.40	\$ 1,897,342.24	\$ (285,092.16)	-13%
	Water Treatme	\$ 1,078,383.59	\$ 937,513.20	\$ (140,870.39)	-13%
	Waste Water T	\$ 1,079,446.47	\$ 651,022.06	\$ (428,424.41)	-40%
	Stormwater	\$ -	\$ -	\$ -	
	W&S Bond Det	\$ 809,149.50	\$ 874,149.50	\$ 65,000.00	8%
	Total Utility Fu	\$ 5,149,413.96	\$ 4,360,027.00	\$ (789,386.96)	-15%
Total All Funds		\$ 11,681,204.67	\$ 10,859,292.00	\$ (821,912.67)	-7%

**Budget
Totals**

	2023-2024	2024-2025	2025-2026
GF Revenues	\$5,291,883.80	\$5,291,883.80	\$5,942,765.00
GF Expenses	\$50,000.00	\$50,000.00	\$43,500.00
Hospitality R	\$1,200,000.00	\$1,200,000.00	\$600,000.00
Hospitality E	\$1,200,000.00	\$1,200,000.00	\$0.00
UF Revenue	\$5,149,413.96	\$5,149,413.96	\$ 4,360,027.00
UF Expense	\$5,149,413.96	\$5,149,413.96	\$4,360,027.00
			\$0.00

EXPENDITURE BUDGET VERSION RE
25-26 FY Budget

Account	24-25FY	FY25-26
4150 ADMINISTRATIVE		
10-4150-50 ADM. SALARIES	\$ 147,074.18	\$246,535.06
10-4150-50 CITY COUNCIL SALARY	\$ 24,000.00	\$24,000.00
10-4150-50 SOCIAL SECURITY	\$ 10,918.18	\$12,581.44
10-4150-50 RETIREMENT-	\$ 26,925.78	\$30,685.15
10-4150-50 SCMIT (WORKERS	\$ 5,000.00	\$5,000.00
10-4150-50 SCMIRF (LIABILITY &	\$ 37,857.84	\$37,857.84
10-4150-50 UNEMPLOYMENT		
10-4150-50 HEALTH & LIFE	\$20,775.54	\$22,217.92
10-4150-50 Appreciation/Bonus	\$450.00	\$450.00
10-4150-60 YMCA MEMBERSHIPS		
10-4150-60 SFTWARE/COMP/EMAI	\$ 40,000.00	\$ 60,000.00
10-4150-60 HARRIS SOFTWARE	\$ 35,000.00	\$20,000.00
10-4150-60 OFFICE SUPPLIES &	\$ 5,500.00	\$5,500.00
10-4150-60 PLANNING EXPENSES	\$ 30,000.00	\$30,000.00
10-4150-60 BUILDING REPAIRS &	\$ 15,000.00	\$2,500.00
10-4150-60 TRAINING/DEVELOPM	\$ 12,000.00	\$10,000.00
10-4150-60 MAYOR & COUNCIL	\$ 7,000.00	\$6,000.00
10-4150-60 Sponsorships/Donatio	\$ 8,000.00	\$14,000.00
10-4150-60 PRA'S MAIN STREET		
10-4150-60 OFFICE UTILITIES	\$ 13,500.00	\$14,000.00
10-4150-60 MAIN STREET WIFI		
10-4150-60 CHAMBER BLDG.		
10-4150-60 ELECTION EXPENSE		\$10,000.00
10-4150-60 MEDIA ADVERTISING	\$ 3,000.00	\$3,000.00
10-4150-60 PROFESSIONAL FEES	\$ 75,000.00	\$100,000.00
10-4150-60 ACCOUNTING &	\$ 50,000.00	\$50,000.00
10-4150-60 ORDINANCE	\$ 10,000.00	\$5,000.00
10-4150-60 CLEANING SERVICE &	\$ 6,000.00	\$5,000.00
10-4150-60 BUSINESS LICENSE	\$ 5,000.00	\$5,000.00
10-4150-60 MISCELLANEOUS	\$ 1,000.00	\$100.00
10-4150-61 WELLNESS PROGRAM		
10-4150-61 NUISANCE		\$10,000.00
10-4150-61 PRE-EMPLOYMENT	\$ 50.00	
10-4150-61 PICKENS INNOVATION		
10-4150-64 BANK SERVICE		
10-4150-80 HAGOOD CENTER		
10-4150-80 LEGACY SQUARE		
10-4150-80 SUNRISE CEMETERY		
10-4150-80 FEMA 4479 FEB 20		

10-4150-80 CONSTRUCTION IN			
10-4150-80 Department	\$	9,906.00	\$5,000.00
10-4150-80 WATER TOWER	\$	25,000.00	
10-4150-80 New Website/Logo	\$	30,000.00	\$7,500.00
10-4150-80 CAP. ITEMS -			
10-4150-80 Design Improvements	\$	5,000.00	
10-4150-80 CITY HALL			
10-4150-80 SENIOR CENTER			
10-4150-80 MISC. CAP.	\$	47,203.38	\$0.00
10-4150-85 GO BOND DEBT			
10-4150-85 GO BOND-DEBT			
10-4150-85 CSI MAINTENANE SRV			
10-4150-90 Reserve Contribution	\$	5,000.00	\$0.00
4150 ADMINISTRATIVE Subtotal:		\$711,160.90	\$741,927.41

EXPENDITURE BUDGET VERSION REPORT

25-26 FY Budget

Account Number/Description

FY24-25

FY25-26

4220 FIRE DEPARTMENT

10-4220-5000	SALARIES FIREMEN	\$ 300,818.00	\$ 400,275.00
10-4220-5006	PART TIME SALARIES	\$ 55,891.56	\$ 59,220.00
10-4220-5010	OVERTIME	\$ 41,617.35	\$ 41,676.00
10-4220-5015	SOCIAL SECURITY	\$ 33,229.83	\$ 41,180.14
10-4220-5020	EMPLOYER RETIREMENT	\$ 92,261.66	\$ 114,335.45
10-4220-5025	SCMIT (WORKERS COMP)	\$ 10,146.00	\$ 11,441.23
10-4220-5026	SCMIRF (LIABILITY & PROPERTY)	\$ 37,857.84	\$ 37,857.84
10-4220-5030	UNEMPLOYMENT EXPENSE		
10-4220-5035	HEALTH & LIFE INSURANCE	\$ 82,591.49	\$ 94,975.44
10-4220-5050	VOLUNTEER FIRE	\$ 36,050.00	\$ 37,131.50
10-4220-5070	APPRECIATION/BONUS	\$ 1,200.00	\$ 1,200.00
10-4220-6000	WELLNESS PROGRAM	\$ 1,500.00	\$ -
10-4220-6002	SFTWARE/COMP/EMAIL PER USER SUPPORT	\$ 9,000.00	\$ 9,000.00
10-4220-6005	SUPPLIES-EXPENSE	\$ 5,000.00	\$ 6,000.00
10-4220-6015	BUILDING REPAIRS & MAINTENANCE	\$ 2,000.00	\$ 4,500.00
10-4220-6016	EQUIPMENT MAINTENANCE	\$ 10,000.00	\$ 10,000.00
10-4220-6025	MEMBERSHIP DUES	\$ 4,500.00	\$ 4,500.00
10-4220-6050	ELECTRICITY - FIRE		
10-4220-6055	TELEPHONE - FIRE		
10-4220-6099	MISCELLANEOUS EXPENSE	\$ 1,000.00	\$ 1,925.00
10-4220-6130	TRUCK EXPENSE	\$ 20,000.00	\$ 20,000.00
10-4220-6135	FUEL	\$ 10,000.00	\$ 9,000.00
10-4220-6140	RADIO MAINTENANCE	\$ 7,000.00	\$ 7,000.00
10-4220-6141	AIR PACK MAINT'N & SERVICE	\$ 6,000.00	\$ 7,000.00
10-4220-6155	FIREMEN UNIFORMS	\$ 6,500.00	\$ 7,000.00
10-4220-6157	TURN OUT GEAR	\$ 36,000.00	\$ 31,000.00
10-4220-6158	FIRE PREVENTION EXPENSES	\$ 3,000.00	\$ 3,000.00
10-4220-6180	PRE EMPLOYMENT TESTING	\$ 250.00	\$ 250.00
10-4220-6185	TRAINING EXPENSES	\$ 5,500.00	\$ 5,500.00
10-4220-6205	PHYSICALS	\$ 5,000.00	\$ 9,200.00
10-4220-6206	Electrical Repair to Building		
10-4220-6207	Capital Improvement		\$ 21,447.50
10-4220-8050	Capital Improvement Plan	\$ 46,398.22	\$ 10,000.00
10-4220-9050	Fire Contingency	\$ 11,724.00	\$ 10,000.00
15-4220-6900	FIRE HOSP EXPENSE		
16-4220-6000	FIRE SPECIAL PROJECTS		
		\$ 882,035.95	\$ 1,015,615.10

	Requested
Salary/Benefits	\$ 801,434.76
Operations	\$ 172,732.84
Capital	\$ 21,447.50

6206 Capital Projects

Turtle Fire System (for electric car fires)	\$ 3,477.50
RollnRack System (Rolling and loading hose safer	\$ 9,970.00
(20) 72" water barricades to close Main St for events	\$ 8,000.00
	<u>\$ 21,447.50</u>

EXPENDITURE BUDGET VERSION REPORT

25-26 FY Budget

Account Number/Description	24-25FY	FY25-26
4210 POLICE		
10-4210-5000 POLICE SALARY	\$ 833,554.05	\$942,043.23
10-4210-5006 POLICE PART TIME SALARIES	\$ 37,437.92	\$37,011.50
10-4210-5010 POLICE OVERTIME	\$ 40,000.00	\$40,000.00
10-4210-5015 EMPLOYER SOCIAL SECURITY	\$ 65,059.43	\$85,890.44
10-4210-5020 RETIREMENT EMPLOYER	\$ 190,328.06	\$241,188.65
10-4210-5025 SCMIT (WORKERS COMP)	\$ 32,245.33	\$32,245.33
10-4210-5026 SCMIRF (LIABILITY & PROPERTY)	\$ 37,857.84	\$37,857.84
10-4210-5030 UNEMPLOYMENT		
10-4210-5035 HEALTH & LIFE INSURANCE	\$ 91,253.27	\$127,977.60
10-4210-5045 SCHOOL RESOURCE OFFICER		
10-4210-5070 APPRECIATION/BONUS	\$ 2,000.00	\$2,000.00
10-4210-6000 YMCA MEMBERSHIPS POLICE		
10-4210-6002 CENTRAL SQUARE		
10-4210-6005 SUPPLIES & EXPENSE	\$ 10,000.00	\$10,000.00
10-4210-6015 BUILDING REPAIRS & MAINTENANCE	\$ 1,000.00	\$1,000.00
10-4210-6050 POLICE ELECTRICITY		
10-4210-6058 FIREARMS TRAINING/AMMO	\$ 3,500.00	\$3,500.00
10-4210-6075 PROFESSIONAL FEES	\$ 2,900.00	\$500.00
10-4210-6095 MISCELLANEOUS	\$ 2,500.00	\$2,000.00
10-4210-6099 PROPERTY RECOVERY CHARGES		
10-4210-6115 K-9	\$ 4,000.00	
10-4210-6120 TRAINING & PROFESSIONAL DEVELOPMENT	\$ 13,000.00	\$13,000.00
10-4210-6125 TECHNOLOGY EXPENSE	\$ 50,000.00	\$40,000.00
10-4210-6127 DISPATCH CENTRAL SQUARE		\$11,000.00
10-4210-6130 AUTOMOBILE EXPENSE	\$ 45,000.00	\$45,000.00
10-4210-6135 FUEL EXPENSE	\$ 50,000.00	\$50,000.00
10-4210-6140 RADIO MAINTENANCE	\$ 1,500.00	\$1,500.00
10-4210-6145 DISPATCH EXPENSE		\$48,000.00
10-4210-6150 COMMUNITY EDUCATION	\$ 3,500.00	\$3,000.00
10-4210-6155 UNIFORMS	\$ 7,000.00	\$5,000.00
10-4210-6157 Shot Guns CIP		
10-4210-6160 HOUSING OF PRISONERS	\$ 15,000.00	\$10,000.00
10-4210-6180 PRE-EMPLOYMENT TESTING	\$ 1,000.00	\$1,000.00
10-4210-6181 ENTERPRISE LEASE EXPENSE		\$102,000.00
10-4210-6182 VEHICLE PURCHASES (ARPA)		
10-4210-6183 Evidence Room / Evidence Supplies	\$ 3,000.00	\$2,000.00
10-4210-6184 Purchase of Evidence / Information		
10-4210-6185 TASER EQUIPMENT	\$ 3,500.00	\$3,000.00
10-4210-6190 VEHICLE TECHNOLOGY	\$ 15,000.00	\$15,000.00
10-4210-6195 WELLNESS PROGRAM	\$ 1,500.00	\$1,000.00
10-4210-6500 TRANSFER TO POLICE FUND		
10-4210-8050 Capital Improvement Plan	\$ 46,398.25	\$5,000.00
10-4210-9050 Police Contingency	\$ 23,545.00	\$5,000.00
12-4210-6005 MISC EXPENSE--POLICE DRUG FUND	\$ 5,000.00	\$2,500.00
12-4210-6010 MISC EXPENSE--POLICE CASH SEIZED		
12-4210-6015 MISC EXPENSE--DRUG INFORMANT FUND	\$ 5,000.00	\$2,500.00
12-4210-6020 MISC EXPENSE--ALCOHOL INFORMANT		
12-4210-6025 MISC EXPENSE- K-9		
12-4210-6095 USE OF SPECIAL POLICE FUNDS		
12-4210-6500 TRANSFER FROM GENERAL FUND		

15-4210-6900 POLICE HOSP EXPENSE
16-4210-6000 POLICE JAG GRANT
16-4210-6001 POLICE SPECIAL PROJECTS

4210 POLICE Subtotal: \$ 1,642,579.15 \$1,928,714.59

EXPENDITURE BUDGET VERSION REPORT

25-26 FY Budget

Account Number/Description
4650 MUNICIPAL COURT

FY24-25

FY25-26

10-4650-5000	MUNICIPAL COURT SALARIES	\$	49,753.60	\$	65,170.35
10-4650-5006	PART TIME JUDGE SALARY	\$	10,000.00	\$	12,000.00
10-4650-5010	Court Overtime	\$	2,000.00	\$	-
10-4650-5015	SOCIAL SECURITY	\$	4,961.40	\$	5,903.54
10-4650-5020	RETIREMENT-EMPLOYER	\$	11,794.44	\$	14,322.82
10-4650-5025	SCMIT (WORKERS COMP)	\$	1,175.26	\$	2,500.00
10-4650-5026	SCMIRF (LIABILITY & PROPERTY)				
10-4650-5035	HEALTH & LIFE INSURANCE	\$	15,100.93	\$	17,596.80
10-4650-5070	APPRECIATION/BONUS	\$	165.00	\$	165.00
10-4650-6000	WELLNESS PROGRAM				
10-4650-6002	SFTWARE/COMP/EMAIL PER USER SUPPORT	\$	500.00	\$	1,500.00
10-4650-6050	TRAINING/TRAVEL	\$	4,000.00	\$	4,000.00
10-4650-6095	MISC EXPENSE	\$	1,000.00	\$	1,000.00
10-4650-6185	TRAINING/COURT EXPENSES	\$	6,000.00	\$	6,000.00
10-4650-6195	WELLNESS PROGRAM				
10-4650-6335	JURORS EXPENSE	\$	5,000.00	\$	5,000.00
10-4650-6340	PUBLIC DEFENDER	\$	6,500.00	\$	5,000.00

4650 MUNICIPAL COURT Subtotal: \$117,950.63 \$140,158.51

EXPENDITURE BUDGET VERSION REPORT

24-25 FY Budget

Account Number/Description**24-25FY****FY25-26****4310 PUBLIC WORKS**

10-4310-5000	PUBLIC WORKS SALARIES	\$427,882.63	\$374,799.28
10-4310-5006	PART TIME PUBLIC WORKS SALARIES		\$21,840.00
10-4310-5007	TEMP STAFF SALARIES		
10-4310-5010	PUBLIC WORKS OVERTIME	\$8,500.00	\$13,577.75
10-4310-5015	PUBLIC WORKS SOCIAL SECURITY	\$33,542.28	\$31,010.56
10-4310-5020	PW RETIREMENT-EMPLOYER	\$82,580.93	\$76,136.30
10-4310-5025	SCMIT (WORKERS COMP)	\$5,001.51	\$5,001.51
10-4310-5026	SCMIRF (LIABILITY & PROPERTY)	\$37,857.84	\$37,857.84
10-4310-5030	EXPENSE - UNEMPLOYMENT		
10-4310-5035	HEALTH & LIFE INSURANCE	\$80,492.19	\$76,818.96
10-4310-5070	APPRECIATION/BONUS	\$1,300.00	\$1,300.00
10-4310-6000	YMCA MEMBERSHIPS STREETS		
10-4310-6002	SFTWARE/COMP/EMAIL PER USER SUPPORT		\$6,740.76
10-4310-6015	BUILDING REPAIRS & MAINTENANCE		
10-4310-6025	TRAINING		
10-4310-6050	ELECTRICITY	\$74,000.00	\$74,000.00
10-4310-6105	WELLNESS AND SAFETY EXPENSE		
10-4310-6130	TRUCK EXPENSE	\$30,000.00	\$40,000.00
10-4310-6131	EQUIPMENT EXPENSE	\$12,000.00	\$10,000.00
10-4310-6135	PUBLIC WORKS FUEL	\$40,000.00	\$30,000.00
10-4310-6140	SHOP ELECTRICITY	\$3,000.00	
10-4310-6155	PW UNIFORMS	\$7,000.00	\$7,000.00
10-4310-6180	PRE EMPLOYMENT TESTING	\$1,000.00	\$500.00
10-4310-6215	PW MAINT'N EXPENSE	\$8,000.00	\$8,000.00
10-4310-6216	DUMPSTERS/ROLLCARTS	\$3,000.00	\$6,000.00
10-4310-6220	SAFETY EQUIPMENT	\$3,000.00	\$3,000.00
10-4310-6225	COUNTY LANDFILL TIPPING FEES	\$50,000.00	\$50,000.00
10-4310-6230	NEW EQUIPMENT (ARPA)		
10-4310-6235	CHEMICALS	\$4,000.00	\$4,000.00
10-4310-6245	SIGNS	\$2,000.00	\$2,000.00
10-4310-6250	RECYCLING EXPENSE		
10-4310-6255	OFFICE SUPPLIES	\$1,000.00	\$2,500.00
10-4310-6260	DHEC FEES		
10-4310-8045	ST/SAN CAPITAL EXPENSE		\$102,000.00
10-4310-8050	Capital Improvement Plan		\$5,000.00
10-4310-8057	Road Maint Fee Uses		
10-4310-9050	PW Contingency		\$5,000.00
15-4310-6900	STREETS HOSP EXPENSE		

4310 PUBLIC WORKS Subtotal: \$911,157.38**\$994,082.96****4520 PUBLIC WORKS-GROUNDS**

10-4520-5000	GROUND MAINT. SALARIES		\$24,341.24
10-4520-5006	PART TIME GROUNDS SALARIES		\$10,000.00

10-4520-5010	OVERTIME		\$1,000.00
10-4520-5015	SOCIAL SECURITY		\$1,929.28
10-4520-5020	RETIREMENT-EMPLOYER		\$4,680.69
10-4520-5025	SCMIT (WORKERS COMP)		
10-4520-5026	SCMIRF (LIABILITY & PROPERTY)		
10-4520-5035	HEALTH & LIFE INSURANCE		\$3,265.08
10-4520-6000	YMCA MEMBERSHIPS GROUNDS		
10-4520-6002	TECHNOLOGY	\$600.00	
10-4520-6003	INTERNET/VOIP FEES		
10-4520-6005	OFFICE SUPPLIES		
10-4520-6015	BUILDING REPAIRS & MAINTENANCE	\$5,000.00	\$40,000.00
10-4520-6017	PLAYGROUND MAINT		\$15,000.00
10-4520-6025	DUES/SCHOOLS/MEETINGS	\$1,000.00	
10-4520-6145	FIELD LIGHTING		\$8,000.00
10-4520-6050	GROUNDS ELECTRICITY		
10-4520-6105	WELLNESS AND SAFETY EXPENSE		\$500.00
10-4520-6135	FUEL		\$8,000.00
10-4520-6155	UNIFORMS		
10-4520-6180	PRE EMPLOYMENT TESTING		
10-4520-6220	WELLNESS PROGRAM		
10-4520-6235	CHEMICALS AND FERTILIZER	\$4,000.00	\$16,000.00
10-4520-6300	LANDSCAPING	\$5,000.00	\$5,000.00
10-4520-6304	LANDSCAPING		
10-4520-6305	TREES & PLANTS		
10-4520-6310	IRRIGATION SUPPLIES	\$1,500.00	\$1,000.00
10-4520-6315	REC FIELD SETUP & MAINT		\$16,000.00
10-4520-6320	TRUCK AND EQUIP MAINT		\$10,000.00
10-4520-6321	GROUNDS MAINTENANCE	\$10,000.00	\$12,500.00
10-4520-6322	AMPHITHEATER MAINTENANCE		
10-4520-6324	PORTABLE TOILETS		
10-4520-6325	JANITORIAL SUPPLIES	\$5,000.00	\$10,000.00
10-4520-6326	PARK & TRAIL MAINTENANCE	\$5,000.00	\$8,000.00
10-4520-8050	Capital Improvement Plan	\$46,368.24	\$5,000.00
10-4520-9050	Grounds Contingency	\$16,235.01	\$10,000.00
15-4520-6900	GROUNDS HOSP EXPENSE		
16-4520-6000	GROUNDS SPECIAL PROJECTS (Main St Parking Lot)		\$100,000.00
	4520 PUBLIC WORKS-GROUNDS Subtotal:	\$99,703.25	\$310,216.29

EXPENDITURE BUDGET VERSION REPORT

24-25 FY Budget

Account Number/Description**24-25FY****FY25-26****4510 RECREATION**

10-4510-5000	SALARIES RECREATION	\$ 221,159.75	\$ 242,329.03
10-4510-5006	PART TIME SALARIES	\$ 77,000.00	\$ 85,000.00
10-4510-5010	OVERTIME	\$ 10,000.00	\$ 5,000.00
10-4510-5015	RECREATION SOCIAL SECURITY	\$ 17,135.18	\$ 18,818.83
10-4510-5020	RETIREMENT-EMPLOYER	\$ 41,562.35	\$ 45,657.16
10-4510-5025	SCMIT (WORKERS COMP)	\$ 4,207.80	\$ 5,000.00
10-4510-5026	SCMIRF (LIABILITY & PROPERTY)	\$ 37,857.84	\$ 37,857.84
10-4510-5030	UNEMPLOYMENT		
10-4510-5035	HEALTH & LIFE INSURANCE	\$ 2,754.45	\$ 37,187.28
10-4510-5070	APPRECIATION/BONUS	\$ 325.00	\$ 750.00
10-4510-6000	WELLNESS PROGRAM		
10-4510-6002	SFTWARE/COMP/EMAIL PER USER SUPPORT	\$ 8,200.00	\$ 8,200.00
10-4510-6003	INTERNET/VOIP FEES		
10-4510-6005	Supplies-Office	\$ 6,000.00	\$ 7,500.00
10-4510-6006	TRAININGS/ MEETINGS/DUES	\$ 5,000.00	\$ 3,500.00
10-4510-6015	BUILDING REPAIRS & MAINTENANCE ARPA	\$ 25,000.00	
10-4510-6016	PARK AND PLAYGROUND MAINT	\$ 24,753.60	
10-4510-6017	PLAYGROUND MAINTENANCE	\$ 24,753.60	
10-4510-6018	VEHICLE MAINTENANCE	\$ 7,000.00	
10-4510-6019	GROUNDS/FIELDS	\$ 40,000.00	
10-4510-6050	ELECTRICITY & HEATING	\$ 60,000.00	\$ 60,000.00
10-4510-6135	FUEL VEHICLES & EQUIPMENT	\$ 8,000.00	
10-4510-6145	FIELD LIGHTING (ARPA)	\$ 8,000.00	
10-4510-6155	REC EMPLOYEE UNIFORMS EXPENSE	\$ 2,000.00	\$ 2,000.00
10-4510-6180	PRE EMPLOYMENT TESTING	\$ 1,500.00	\$ 750.00
10-4510-6265	BASKETBALL EXPENSE	\$ 35,000.00	\$ 35,000.00
10-4510-6270	VOLLEYBALL EXPENSE	\$ 30,000.00	\$ 30,000.00
10-4510-6275	BASEBALL EXPENSE	\$ 20,000.00	\$ 25,000.00
10-4510-6279	CHEERING EXPENSES	\$ 5,500.00	\$ 5,000.00
10-4510-6280	FOOTBALL EXPENSE	\$ 27,000.00	\$ 30,000.00
10-4510-6281	SUMMER CAMP EXPENSE	\$ 10,000.00	\$ 12,500.00
10-4510-6285	CONCESSIONS	\$ 2,500.00	\$ 2,500.00
10-4510-6290	SOCCER EXPENSE	\$ 15,000.00	\$ 15,000.00
10-4510-6295	EVENTS	\$ 3,000.00	\$ 4,000.00
10-4510-6296	Bruce Field Improvement		
10-4510-6300	RECREATION CAPITAL OUTLAY	\$ 100,000.00	\$ 20,000.00
10-4510-6325	JANITORIAL SUPPLIES	\$ 15,000.00	
10-4510-6550	Dacusville Rec Fees Paid		
10-4510-8055	Capital Improvement Program	\$ 46,398.25	\$ 10,000.00
10-4510-9050	Rec Contingency	\$ 10,595.03	\$ 5,000.00
15-4510-6901	REC FESTIVALS		
16-4510-6001	JC PARK RESTROOM PROJECT 2016		
16-4510-6004	CONSERFUND LOAN EXPENSE		
16-4510-6005	CONSERFUND LOCAL EXPENSE		

4510 RECREATION Subtotal: \$952,202.85 \$753,550.14

EXPENDITURE BUDGET VERSION REPORT

24-25 FY Budget

Account Number/Description	24-25FY	FY25-26
4300 UTILITY OPERATIONS		
15-4300-6900	WATER O&M HOSP EXPENSE	
60-4300-5000	O&M SALARIES	\$ 278,039.19 \$ 171,579.85
60-4300-5005	CITY COUNCIL SALARY (1/2)	\$ 24,000.00 \$ 24,000.00
60-4300-5006	PART TIME O&M	
60-4300-5007	TEMP STAFF SALARIES	
60-4300-5010	OVERTIME	\$ 2,813.00 \$ 5,623.13
60-4300-5015	SOCIAL SECURITY EMPLOYER	\$ 21,342.46 \$ 13,412.66
60-4300-5020	SC RETIREMENT EMPLOYER	\$ 51,779.85 \$ 32,541.00
60-4300-5022	WATER-PENSION EXPENSE	
60-4300-5025	SCMIT (WORKERS COMP)	\$ 6,528.00 \$ 5,000.00
60-4300-5026	SCMIRF (LIABILITY & PROPERTY)	\$ 37,857.84 \$ 37,857.84
60-4300-5030	UNEMPLOYMENT	
60-4300-5035	HEALTH & LIFE INSURANCE	\$ 42,074.32 \$ 20,497.76
60-4300-5065	SALARY-1/2 COUNCIL	
60-4300-5070	CHRISTMAS EXPENSE	\$ 1,300.00 \$ 1,330.00
60-4300-6000	YMCA MEMBERSHIP O&M	
60-4300-6001	PICKENS RURAL WATER AUTHORITY DUES	
60-4300-6002	SFTWARE/COMP/EMAIL PER USER SUPPORT	\$ 30,000.00 \$ 40,000.00
60-4300-6004	HARRIS SOFTWARE SUPPORT	\$ 20,000.00 \$ 20,000.00
60-4300-6005	OFFICE SUPPLIES & MAIN'T	\$ 4,000.00 \$ 4,000.00
60-4300-6010	PLANNING EXPENSES	
60-4300-6011	UB PRINTING & MAILING	\$ 40,000.00 \$ 40,000.00
60-4300-6012	POSTAGE MACHINE & MISC POSTAGE	\$ 2,500.00 \$ 2,500.00
60-4300-6015	FLEET MAINTENANCE	\$ 15,000.00 \$ 10,000.00
60-4300-6016	BUILDING REPAIRS & MAINTENANCE	
60-4300-6017	EQUIPMENT RENTALS	\$ 10,000.00 \$ 5,000.00
60-4300-6025	DUES, SCHOOLS & MEETINGS	
60-4300-6030	MAYOR & COUNCIL EXPENSES	
60-4300-6050	POWER	\$ 15,000.00
60-4300-6055	TELEPHONE EXPENSE	
60-4300-6070	MEDIA ADVERTISING	
60-4300-6071	TRAINING/PROFESSIONAL DEVELOPMENT	\$ 2,000.00
60-4300-6075	PROFESSIONAL FEES	
60-4300-6076	ACCOUNTING & AUDITING	
60-4300-6077	ORDINANCE CODIFICATION EXPENSES	
60-4300-6105	WELLNESS EXPENSES	
60-4300-6135	FLEET FUEL	
60-4300-6140	EMERGENCY PURCHASES	
60-4300-6155	O & M UNIFORMS	\$ 5,000.00 \$ 5,000.00
60-4300-6180	PRE-EMPLOYMENT TESTING	\$ 500.00 \$ 500.00
60-4300-6181	ENTERPRISE LEASE EXPENSE	\$ 58,000.00
60-4300-6220	SAFETY EXPENSES	\$ 10,000.00 \$ 8,500.00
60-4300-6385	STATE PERMIT FEES	
60-4300-6390	SHOP - ELECTRICITY & GAS	

60-4300-6400	O&M RADIO MAINTN				
60-4300-6405	ACCOUNTING & AUDITING				
60-4300-6410	BANK FEES				
60-4300-6411	UB ONLINE FEES				
60-4300-6415	WATER/SEWER CHEMICALS	\$	5,000.00	\$	10,000.00
60-4300-6419	GRASS AND SEEDING	\$	1,000.00	\$	6,000.00
60-4300-6420	ASPHALT PATCHING	\$	5,000.00	\$	7,500.00
60-4300-6421	PUMP STATION MAINTENANCE	\$	96,000.00	\$	80,000.00
60-4300-6422	LIFT STATION MAINTENANCE			\$	20,000.00
60-4300-6425	TOWNCREEK LAGOON CLEAN UP				
60-4300-6429	NEW CONNECTIONS / TAPS				
60-4300-6430	O&M EQUIPMENT & SUPPLIES			\$	3,000.00
60-4300-6431	WTR. METERS & BOXES	\$	667,000.00	\$	442,000.00
60-4300-6432	PIPES AND PARTS	\$	94,359.96	\$	95,000.00
60-4300-6433	MISC EXPENSE	\$	5,000.00	\$	2,500.00
60-4300-6434	WATER LINE CONTINGENCY	\$	5,100.00	\$	5,000.00
60-4300-6470	ENGINEERING EXPENSE	\$	40,000.00	\$	25,000.00
60-4300-6475	SEWER LINE CONTINGENCY	\$	30,000.00	\$	20,000.00
60-4300-6495	PRE-PAID INSURANCE FROM 2010				
60-4300-6500	UTILITY LOCATE SERVICES				
60-4300-6501	ESG REIMBURSABLE EXPENSES				
60-4300-6510	BAD DEBT EXPENSE (UB)				
60-4300-6520	WATER TANKS				
60-4300-7000	DEPRECIATION EXPENSE O&M				
60-4300-7001	DEPREC - MACHINE AND EQUIP				
60-4300-7002	DEPREC - WTR UTILITY SYSTEM				
60-4300-7003	DEPREC - VEHICLE				
60-4300-8000	CAPITAL IMPROVEMENTS	\$	50,000.00	\$	159,000.00
60-4300-8050	UF Contingency				
60-4300-8090	WATER EQUIP & FIXTURES REIMBURSED				
60-4300-8500	CSI MAINTENANCE SRV CONTRACT				
60-4300-8501	DEBT SERVICE INTEREST - O&M				
60-4300-8502	CSI DEBT SRV CONTRACT				
60-4300-9040	UTILITY TRANSFER 5%	\$	581,239.78	\$	500,000.00
60-4300-9050	Capital Improvement Plan				

4300 UTILITY OPERATIONS Subtotal: \$ 2,182,434.40 \$ 1,897,342.24

4320- WASTEWATER

60-4320-5000	WASTE WATER SALARIES	\$	116,930.00	\$	171,579.85
60-4320-5006	PART TIME WST WTR SALARIES				
60-4320-5010	WASTEWATER OVERTIME				
60-4320-5015	SOCIAL SECURITY	\$	8,945.15	\$	13,412.66
60-4320-5020	SC STATE RETIREMENT-EMPLOYER	\$	22,342.52	\$	32,541.00
60-4320-5022	SEWER-PENSION EXPENSE				
60-4320-5025	SCMIT (WORKERS COMP)			\$	3,825.67
60-4320-5026	SCMIRF (LIABILITY & PROPERTY)	\$	37,857.84	\$	37,857.84
60-4320-5030	UNEMPLOYMENT EXPENSE				
60-4320-5035	HEALTH & LIFE INSURANCE	\$	16,145.16	\$	20,497.76
60-4320-6000	YMCA MEMBERSHIPS WASTEWATER				

60-4320-6002	SFTWARE/COMP/EMAIL PER USER SUPPORT				
60-4320-6005	OFFICE SUPPLIES				
60-4320-6010	CWS O&M FEES	\$	637,162.92	\$	202,307.28
60-4320-6015	TRUCK REPAIRS				
60-4320-6025	DUES, SCHOOLS, MEETINGS				
60-4320-6050	POWER - WASTE WATER	\$	80,000.00	\$	80,000.00
60-4320-6055	TELEPHONE EXPENSE				
60-4320-6135	TRUCK EXP/GASOLINE				
60-4320-6155	UNIFORMS - WASTE WATER				
60-4320-6180	PRE EMPLOYMENT TESTING				
60-4320-6220	SAFETY WASTEWATER				
60-4320-6235	CHEMICALS/WASTE WATER	\$	54,000.00	\$	7,000.00
60-4320-6435	DHEC FEES	\$	25,000.00		
60-4320-6440	SLUDGE DISPOSAL	\$	40,000.00	\$	40,000.00
60-4320-6445	SIX MILE WATER EXPENSE				
60-4320-6450	WASTE WATER MAINTENANCE	\$	40,000.00	\$	30,000.00
60-4320-6455	LAB SUPPLIES / TESTING EXPENSE			\$	12,000.00
60-4320-6456	UV LIGHTS				
60-4320-6460	SEWER PRETREATMENT PROGRAM				
60-4320-6470	ENGINEERING EXP WASTE WTR				
60-4320-6480	CITY LAKE				
60-4320-7000	DEPRECIATION EXPENSE WASTE WTR				
60-4320-7001	DEPREC - MACHINE AND EQUIP				
60-4320-7002	DEPREC - SWR UTILITY SYSTEM				
60-4320-7003	DEPREC - VEHICLE				
60-4320-8500	DEBT SERVICE				
60-4320-8501	DEBT SERVICE INTEREST - WASTE WTR				
60-4320-8510	INTEREST EXPENSE				
	4320 CWS-WASTEWATER Subtotal:	\$	1,078,383.59	\$	651,022.06
4330-WATER PLANT					
60-4330-5000	WATER PLANT SALARIES	\$	317,621.20	\$	171,579.85
60-4330-5006	PART TIME WTR PLANT SALARIES				
60-4330-5010	WATER PLANT OVERTIME	\$	6,000.00	\$	5,623.13
60-4330-5015	SOCIAL SECURITY/EMPLOYER	\$	25,595.47	\$	13,412.66
60-4330-5020	SC STATE RETIREMENT-EMPLOYER	\$	27,913.84	\$	32,541.00
60-4330-5025	SCMIT (WORKERS COMP)			\$	5,000.00
60-4330-5026	SCMIRF (LIABILITY & PROPERTY)	\$	37,857.84	\$	37,857.84
60-4330-5030	UNEMPLOYMENT EXPENSE				
60-4330-5035	HEALTH & LIFE INSURANCE	\$	44,868.07	\$	20,497.76
60-4330-5070	CHRISTMAS ACCOUNT				
60-4330-6000	YMCA MEMBERSHIPS WATER PLANT				
60-4330-6002	SFTWARE/COMP/EMAIL PER USER SUPPORT	\$	10,000.00	\$	10,000.00
60-4330-6003	INTERNET/VOIP FEES				
60-4330-6015	REPAIRS & MAINT/TRK & EQUIP				
60-4330-6025	SCHOOLS, DUES, MEETINGS				
60-4330-6050	POWER WATER PLANT	\$	40,000.00	\$	10,000.00

60-4330-6055	TELEPHONE EXPENSES/WTR PLANT		
60-4330-6135	GAS EXPENSE/WTR PLANT		
60-4330-6136	TRUCK EXP. GASOLINE		
60-4330-6155	UNIFORMS/WTR PLANT		
60-4330-6180	PRE EMPLOYMENT TESTING		
60-4330-6220	SAFETY		
60-4330-6235	CHEMICALS/WATER PLANT	\$ 54,000.00	\$ 8,000.00
60-4330-6385	STATE - PERMIT FEES	\$ 25,000.00	\$ 25,000.00
60-4330-6395	GREENVILLE WATER EXPENSE	\$ 276,666.64	\$ 588,000.96
60-4330-6430	CHEMICALS-CWS		
60-4330-6440	SLUDGE DISPOSAL/WTR PLANT		
60-4330-6455	LAB TEST & SUPPLIES		
60-4330-6470	ENGINEERING		
60-4330-6475	WATER PLANT MAINTENANCE	\$ 15,000.00	\$ 10,000.00
60-4330-6477	WATER TANK MAINTENANCE		
60-4330-6480	CITY LAKE		
60-4330-6481	WATER EQUIPMENT & FIXTURES		
60-4330-6505	WTR. METERS & BOXES		
60-4330-6510	PIPES		
60-4330-6515	MISC EXPENSE		
60-4330-7000	DEPRECIATION EXPENSE WTR PLANT		
60-4330-8100	DWELLING IMPROVEMENTS		
	4330-WATER PLANT Subtotal:	\$880,523.06	\$937,513.20
60-4800-8576	2021A Bond	\$405,012.70	\$405,012.70
60-4800-8577	2021B Bond	\$404,136.80	\$404,136.80
60-4300-8050	Contingency	\$58,170.00	\$50,000.00
60-4300-9050	CIP	\$140,753.41	\$15,000.00
	Other Utilities Total	\$1,008,072.91	\$874,149.50
	Total UtilityBudget Total	\$ 5,149,413.96	\$ 4,360,027.00

EXPENDITURE BUDGET VERSION RE

25-26 FY Budget

Account	FY24-25	FY25-26
4530 VICTIMS ASSISTANCE FUN		
11-4530-5006 PART TIME SALARIES	\$ 9,269.32	\$9,269.32
11-4530-5015 SOCIAL SECURITY	\$ 709.11	\$709.11
11-4530-5020 RETIREMENT-EMPLOYER	\$ 1,720.39	\$1,720.39
11-4530-5035 VICTIM SRV PERSONNEL		
11-4530-6005 VICTIM SRV OPERATING	\$ 3,301.18	\$3,301.18
4530 VICTIMS ASSISTANCE FUN	\$15,000.00	\$15,000.00

Hospitality Expenditures

	FY24-25	FY25-26
15-4150-500 SALARIES	\$ 42,233.69	\$44,446.93
15-4150-500 PART TIME SALARIES		
15-4150-501 OVERTIME	\$ 819.00	\$1,000.00
15-4150-501 SOCIAL SECURITY	\$ 3,293.54	\$3,467.37
15-4150-502 RETIREMENT-EMPLOYER	\$ 10,690.59	\$8,412.31
15-4150-502 SCMIT WORKERS COMP		\$2,500.00
15-4150-503 HEALTH & LIFE	\$ 5,781.20	\$5,441.80
15-4150-600 MAIN ST WIFI		
15-4150-600 HARRIS SOFTWARE	\$ 1,000.00	\$5,000.00
15-4150-600 OFFICE EXPENSES		
15-4150-605 MAIN ST WIFI	\$ 1,500.00	\$5,000.00
15-4150-605 MAINTENANCE EXPENSE	\$ 10,000.00	\$10,000.00
15-4150-607 TRAINING/PROFESSIONA		
15-4150-630 DOWNTOWN	\$5,000.00	\$5,000.00
15-4150-632 AMPHITHEATER		
15-4150-632 PORTABLE TOILETS	\$ 7,500.00	\$7,500.00
15-4150-632 JANITORIAL SUPPLIES	\$ 2,000.00	\$2,000.00
15-4150-641 BANK SERVICE FEES		
15-4150-690 ADMIN HOSP EXPENSE		
15-4150-696 MARKETING	\$ 28,000.00	\$28,000.00
15-4150-696 SENIOR CENTER	\$ 10,000.00	\$10,000.00
15-4150-696 MISC EXPENSES		
15-4150-696 MAIN STREET		
15-4150-697 COMMUNITY FESTIVALS	\$ 20,000.00	\$25,000.00
15-4150-697 JULY 4TH FESTIVAL	\$ 15,000.00	\$18,000.00
15-4150-697 CHRISTMAS	\$ 10,000.00	\$10,000.00
15-4150-697 DECORATIONS		
15-4150-698 CHAMBER EVENTS	\$ 21,000.00	\$30,000.00
15-4150-698 AMPHITHEATER MOVIES		
15-4150-698 FARMERS MARKET		
15-4150-698 TRANSFER TO GF	\$ 115,000.00	\$228,800.00
15-4150-698 Transfer Bond Savings		
15-4150-699 SOCIAL MEDIA		
15-4150-699 AMPHITHEATER PATIO		
15-4150-805 Reserve Contribution	\$ 70,082.82	\$25,000.00
Consumer Fund Loan		\$9,231.59
15-5000-850 2012 BOND	\$315,887.00	
15-5000-8502	\$280,094.00	
Add Account A-Tax		\$16,200.00
15-5000-8507 TRANSFER TO GF	\$225,118.16	
Teen Canteen Roof		\$100,000.00
15-4150 Hospitality Total	\$ 1,200,000.00	\$600,000.00



Mayor
ISAIAH SCIPIO

City Council
CAMERON RIVERS, Mayor Pro-Tem
JOHN McMANUS
FLOYD ROGERS
RAY WILSON
ALLIE WINTER

Administrator
Tim O'Briant
City Clerk
DONNA F. OWEN

City of Pickens

www.cityofpickens.com

April 25, 2025

SUBJECT: Fleet Management Proposal

Mayor and Council,

Enterprise Fleet Management representative Richard Bailey has provided additional information to address questions from the April 14 meeting regarding the program and comparison of other vehicle models. See his updated presentation attached.

Friday, April 25, 2025 at 13:26:26 Eastern Daylight Time

Subject: Fw: Contact Info for current clients for EFM
Date: Thursday, April 24, 2025 at 10:54:29 AM Eastern Daylight Time
From: Tim O'Briant <tobriant@pickenscity.com>
To: Cameron Rivers <crivers@pickenscity.com>
Attachments: image003.png

Get [Outlook for iOS](#)

From: Bailey, Richard J <Richard.J.Bailey@efleets.com>
Sent: Thursday, April 17, 2025 4:10:06 PM
To: Tim O'Briant <tobriant@pickenscity.com>
Cc: Bailey, Richard J <Richard.J.Bailey@efleets.com>
Subject: Contact Info for current clients for EFM

CAUTION: This email originated from outside the City of Pickens. Maintain caution when opening external links/attachments

Afternoon Tim,

Below are contacts for four similarly sized Town/cities. Please reach out when time allows.

Town of Blacksburg

Shane Childers- Town Manager
Cell (864) 490-6664
Email shane@townofblacksburg.com

City of Clinton

Mike Addition – Police Chief
Cell: 864-505-6863
Email: maddison@cityofclintonsc.com
Carl Stevens – Finance
Cell: 864-547-3770
Email: cstevens@cityofclintonsc.com

City of Laurens

Eric Delgado – City Administrator (impossible to connect with)
Phone: 864-872-2202
Email: edelgado@cityoflaurenscc.com
Raegan Sprouse – Asst. Administrator (easier to connect with)
Phone: 864-938-5015
Email: rsprouse@cityoflaurenscc.com

City of Fountain Inn

Shawn Bell – City Administrator

Phone: 864-423-2506

Email: shawn.bell@fountaininn.org

Regards,

Richard



Richard J Bailey

Account Executive
South Carolina

(803) 225-4411 direct

Richard.J.Bailey@efleets.com

Enterprise Fleet Management, Inc

<https://www.efleets.com>



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4/28/2025

City of Pickens

CONFIDENTIAL AND PROPRIETARY



Enterprise

FLEET MANAGEMENT

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City of Pickens

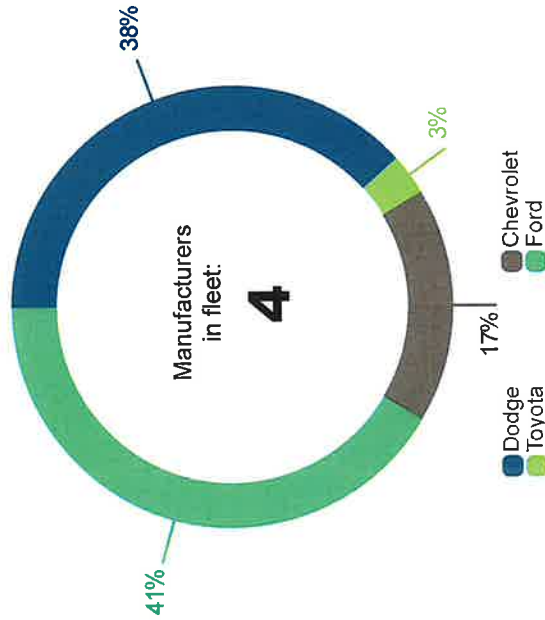


Fleet Profile

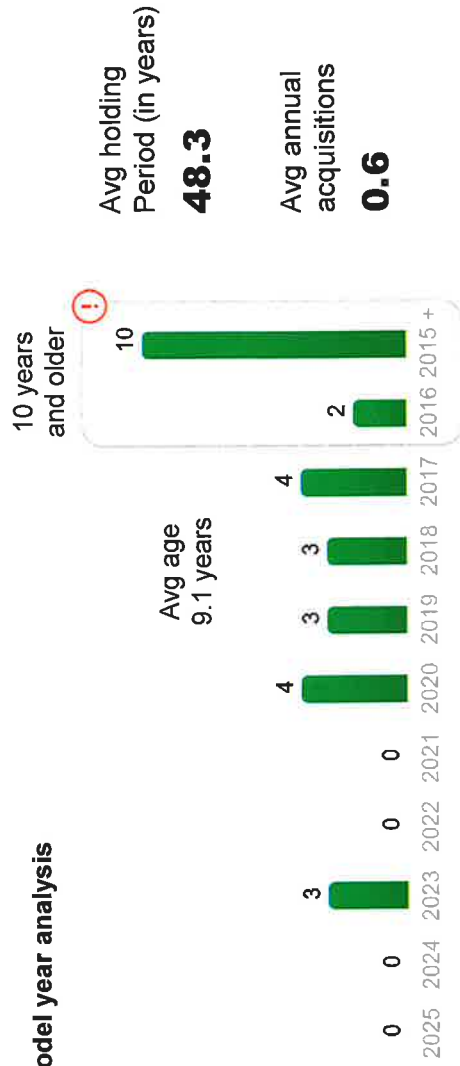
Total fleet size: Total fleet value:

29 **\$263,163**

Manufacturer breakdown

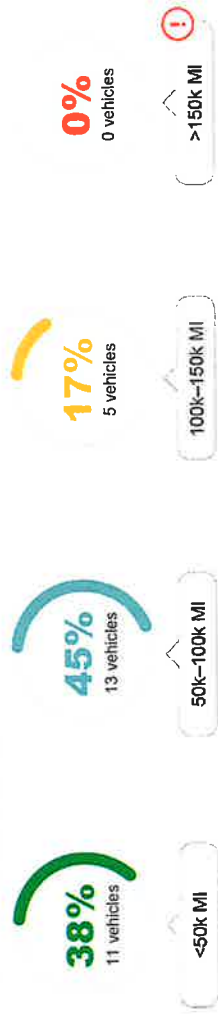


Model year analysis



Odometer distribution

Average Odometer: 68,753



Fleet Planning Analysis

Assumptions

Fleet Analyzed	28
Current Cycle	9.03
Current Maintenance	\$193.75
Maint. Cents Per Mile	\$0.25

Fleet Growth	0.00%
Annual Miles	9,300
Current MPG	13
Price/Gallon	\$2.75

Proposals

Proposed Fleet Cycle	28
Proposed Maintenance	5.00
	\$84.73

Fleet Mix

Fiscal Year	Fleet Size	Annual Needs	Owned	Leased
Average	28	3.1	28	0
Year 1 ('25)	28	10	18	10
Year 2 ('26)	28	9	9	19
Year 3 ('27)	28	3	6	22
Year 4 ('28)	28	3	3	25
Year 5 ('29)	28	3	0	28
Year 6 ('30)	28	10	0	28
Year 7 ('31)	28	9	0	28
Year 8 ('32)	28	3	0	28
Year 9 ('33)	28	3	0	28
Year 10 ('34)	28	3	0	28

Fleet Cost

	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel
Average	165,000	0	-3,720	65,100	55,085	55,085
Year 1 ('25)	0	120,019	-26,000	52,017	50,456	50,456
Year 2 ('26)	0	236,675	-47,664	40,242	46,290	46,290
Year 3 ('27)	0	277,004	-17,963	36,318	44,901	44,901
Year 4 ('28)	0	302,497	-34,798	32,393	43,512	43,512
Year 5 ('29)	0	329,166	-39,933	28,468	42,124	42,124
Year 6 ('30)	0	329,166	-146,149	28,468	42,124	42,124
Year 7 ('31)	0	329,166	-51,260	28,468	42,124	42,124
Year 8 ('32)	0	329,166	-47,424	28,468	42,124	42,124
Year 9 ('33)	0	329,166	-46,746	28,468	42,124	42,124
Year 10 ('34)	0	329,166	-166,219	28,468	42,124	42,124

	Fleet Budget	Net Cash
Average	281,465	0
Year 1 ('25)	196,492	84,972
Year 2 ('26)	275,544	5,921
Year 3 ('27)	340,260	-58,795
Year 4 ('28)	343,604	-62,139
Year 5 ('29)	193,604	87,860
Year 6 ('30)	253,607	27,857
Year 7 ('31)	348,497	-67,033
Year 8 ('32)	352,333	-70,869
Year 9 ('33)	353,011	-71,546
Year 10 ('34)	233,538	47,927

Average Annual Cost

Year	Lease	Equity (Owned)	Equity (Leased)	Net Cost
2025	\$120,019	-\$26,000	\$0	\$94,019
2026	\$236,675	-\$47,664	\$0	\$189,011
2027	\$277,004	-\$17,963	\$0	\$259,041
2028	\$302,497	-\$34,798	\$0	\$267,699
2029	\$329,166	-\$39,933	-\$166,219	\$123,014
2030	\$329,166	\$0	-\$146,149	\$183,017
2031	\$329,166	\$0	-\$51,260	\$277,906
2032	\$329,166	\$0	-\$47,424	\$281,742
2033	\$329,166	\$0	-\$46,746	\$282,420
2034	\$329,166	\$0	-\$166,219	\$162,947
Average Annual Cost W/ Equity:				\$212,082

SAVINGS

10 Year Savings*
Net Sustainable Impact*

\$100,149
\$15,043

*Includes total unrealized equity of \$175,994

Projected Fleet Equity Analysis

YEAR	2025	2026	2027	2028	2029	Under Utilized
QTY	10	9	3	3	3	0
Est \$	\$2,600	\$5,296	\$5,988	\$11,599	\$13,311	\$0
TOTAL	\$26,000	\$47,664	\$17,963	\$34,798	\$39,933	\$0
					\$166,358	

Estimated Current Fleet Equity**

Right Vehicle Right Cycle- Police Options

Right Vehicle Analysis - Cost Per Mile

	2025 Chevrolet Tahoe Police Vehicle 4dr 4x4	2025 Dodge Durango Pursuit 4dr All-Wheel Drive	2025 Ford Police Interceptor Utility Base All-Wheel Drive
12 Months 20,000 Miles	\$1.68	\$2.50	\$2.87
24 Months 40,000 Miles	\$1.28	\$1.55	\$1.78
36 Months 60,000 Miles	\$1.11	\$1.21	\$1.35
48 Months 80,000 Miles	\$1.05	\$1.06	\$1.16
60 Months 100,000 Miles	\$0.99	\$1.01	\$1.03



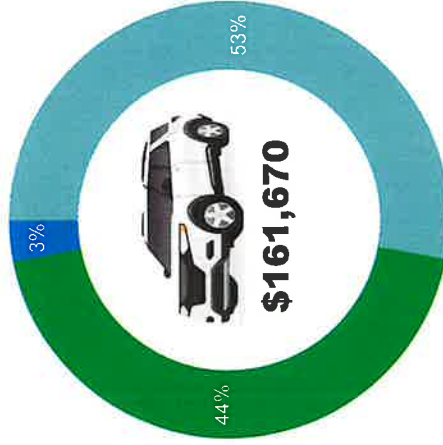
Proposed Recommendation

Purchase vs EFM Recommendation

2025 Chevrolet Tahoe | Police Vehicle 4dr 4x4



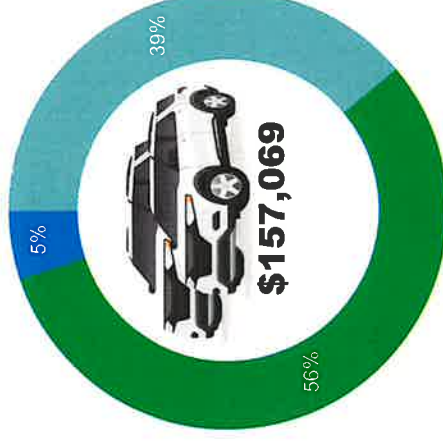
Current
For 10 years



- Total operating cost
- Total capital cost
- Total administrative cost

Total Cash Outlay: \$197,666

Recommendation
For 5 years each



- Total operating cost
- Total capital cost
- Total administrative cost

Total Cash Outlay: \$191,637

Financial Impact

\$4,601 ✓

Recommendation Year 1 Cost- With Tahoe

2025 Replacement Year

Quantity	Model	Down payment	Monthly Lease Cost ²	Monthly Maintenance Cost ³	Total Monthly Cost ⁴	Total Annual Cost	Annual Cost by Quantity	Residual at Term ⁵	Estimated Market Value at Term ⁶	Estimated Equity at Term ⁷	Equity at term by quantity
2	2025 Silverado 1500 WT Crew 4X4	\$4,400	\$784	\$43	\$827	\$9,923	\$19,846	\$3,961	\$20,367	\$16,006	\$32,012
1	2025 Silverado 2500 WT Crew 4X4 8ft	\$5,300	\$946	\$54	\$1,000	\$12,001	\$12,001	\$4,758	\$27,642	\$22,484	\$22,484
2	2025 Chevy Colorado WT 4X4	\$3,500	\$622	\$46	\$668	\$8,015	\$16,029	\$3,142	\$16,884	\$13,342	\$26,685
5	2025 Chevy Tahoe 4X4 PPV	\$7,500	\$1,372	\$100*	\$1,372	\$16,464	\$82,320	\$0	\$27,600	\$27,200	\$136,000
							\$130,197				\$217,181

NOTES:

Open-ended Leases are based on an estimate of 5,000 to 25,000 Annual Miles. All leases are set up on 12 to 60 month term.

1. Rolled Equity is based on average of 12 Month Market value per vehicle

2. Monthly Lease Cost includes Principal, Interest & Management Fee. Upfront taxes billed separately based on state

3. Full Maintenance Program is a fixed and guaranteed monthly cost, which includes all preventative, unscheduled, and uncommon repairs (oil changes, engines, transmissions, alternators, etc.) and 24-hour Roadside Assistance with Towing, Brakes & Tires are billed per occurrence.

4. Total Monthly Cost Includes Monthly Lease Payment and Full Maintenance Program.

5. Residual at Term is the unpaid principal at 12 to 60 months.

6. Estimated Market/Resale Value is a conservative commercial wholesale value. This value is based on estimates from Enterprise's Remarketing Dept and third party Automotive Leasing Guide.

7. Estimated Equity is Estimated Resale Value minus Reduced Book Value minus \$400 Service Charge. The Customer can roll that equity as the down payment on the new vehicle, or EFM can issue an invoice credit.

Total Cost with License Administration	
Monthly Cost (Existing Fleet)	\$1,045
Monthly Cost of Replacements	\$11,135
Total Monthly Cost	\$12,180
Total Annual Cost	\$146,157
First Year Upfront Cost	\$58,600
First Year Cost	\$204,757

Geotab - \$20.50 per vehicle per month

Monthly Lease Cost includes Depreciation and Lease Charge. State use/sales tax and property taxes billed separately.

Buyouts would be subject to registration and property taxes

Pricing subject to credit underwriting

Recommendation Year 1 Cost- With Durango

2025 Replacement Year

Quantity	Model	Down payment	Monthly Lease Cost ²	Monthly Maintenance Cost ³	Total Monthly Cost ⁴	Total Annual Cost	Annual Cost by Quantity	Residual at Term ⁵	Estimated Market Value at Term ⁶	Estimated Equity at Term ⁷	Equity at term by quantity	# of Non-Replacement
2	2025 Silverado 1500 WT Crew 4X4	\$4,400	\$784	\$43	\$827	\$9,923	\$19,846	\$3,961	\$20,367	\$16,006	-\$2,012	19
1	2025 Silverado 2500 WT Crew 4X4 8ft	\$5,300	\$946	\$54	\$1,000	\$12,001	\$12,001	\$4,758	\$27,642	\$22,484	\$22,484	6
2	2025 Chevy Colorado WT 4X4	\$3,500	\$622	\$46	\$668	\$8,015	\$16,029	\$3,142	\$16,884	\$13,342	\$26,685	6
5	2025 Durango Pursuit 5.7 AWD	\$7,500	\$1,042	\$100*	\$1,042	\$12,507	\$62,537	\$0	\$7,500	\$7,100	-\$35,500	21
							\$110,414				\$116,681	

NOTES:

Open-ended Leases are based on an estimate of 5,000 to 25,000 Annual Miles. All leases are set up on 12 to 60 month term.

1. Rolled Equity is based on average of 12 Month Market value per vehicle
2. Monthly Lease Cost includes Principal, Interest & Management Fee. Upfront taxes billed separately based on state
3. Full Maintenance Program is a fixed and guaranteed monthly cost, which includes all preventative, unscheduled, and uncommon repairs (oil changes, engines, transmissions, alternators, etc.) and 24-hour Roadside Assistance with Towing, Brakes & Tires are billed per occurrence.
4. Total Monthly Cost includes Monthly Lease Payment and Full Maintenance Program.
5. Residual at Term is the unpaid principal at 12 to 60 months.
6. Estimated Market/Resale Value is a conservative commercial wholesale value. This value is based on estimates from Enterprise's Remarketing Dept and third party Automotive Leasing Guide.
7. Estimated Equity is Estimated Resale Value minus Reduced Book Value minus Service Charge. The Customer can roll that equity as the down payment on the new vehicle, or EFM can issue an invoice credit.

Total Cost with License Administration	
Monthly Cost (Existing Fleet)	\$1,045
Monthly Cost of Replacements	\$9,486
Total Monthly Cost	\$10,531
Total Annual Cost	\$126,374
First Year Upfront Cost	\$58,600
First Year Cost	\$184,974

Fleet Recommendations

FY 26 Vehicles cycled

- 10 unit cycled/ growth in FY 26
 - 10 factory order units for proactive replacements
 - Additional through dealer stock as needed.

Maintenance

- All current vehicles on Maintenance management \$6/month. 29 vehicles \$174 monthly \$2,088 annually
- New leased vehicle on Budgeted Maintenance program, excluding Police ERV.

Fuel Support


- Transfer to EFM WEX card to centralize data collection.

Telematics

- Geotab Go9, \$20.50/month. 29 vehicles \$594.5 monthly, \$7,134 annually.


OPERATING EXPENSES

Cost, Control, and Convenience




FUEL

- Fuel Management
- Savings
- Driver Convenience



MAINTENANCE

- Flexible Program
- Protect Vehicle Value
- Service & Repairs



TELEMATICS

- Real-Time Data
- Data Informed Decisions
- Improve Compliance and Reputation



REGISTRATION, LICENSES & TITLES

- Save Admin Time
- Avoid Confusion
- Expert Problem Solving

Richard Bailey

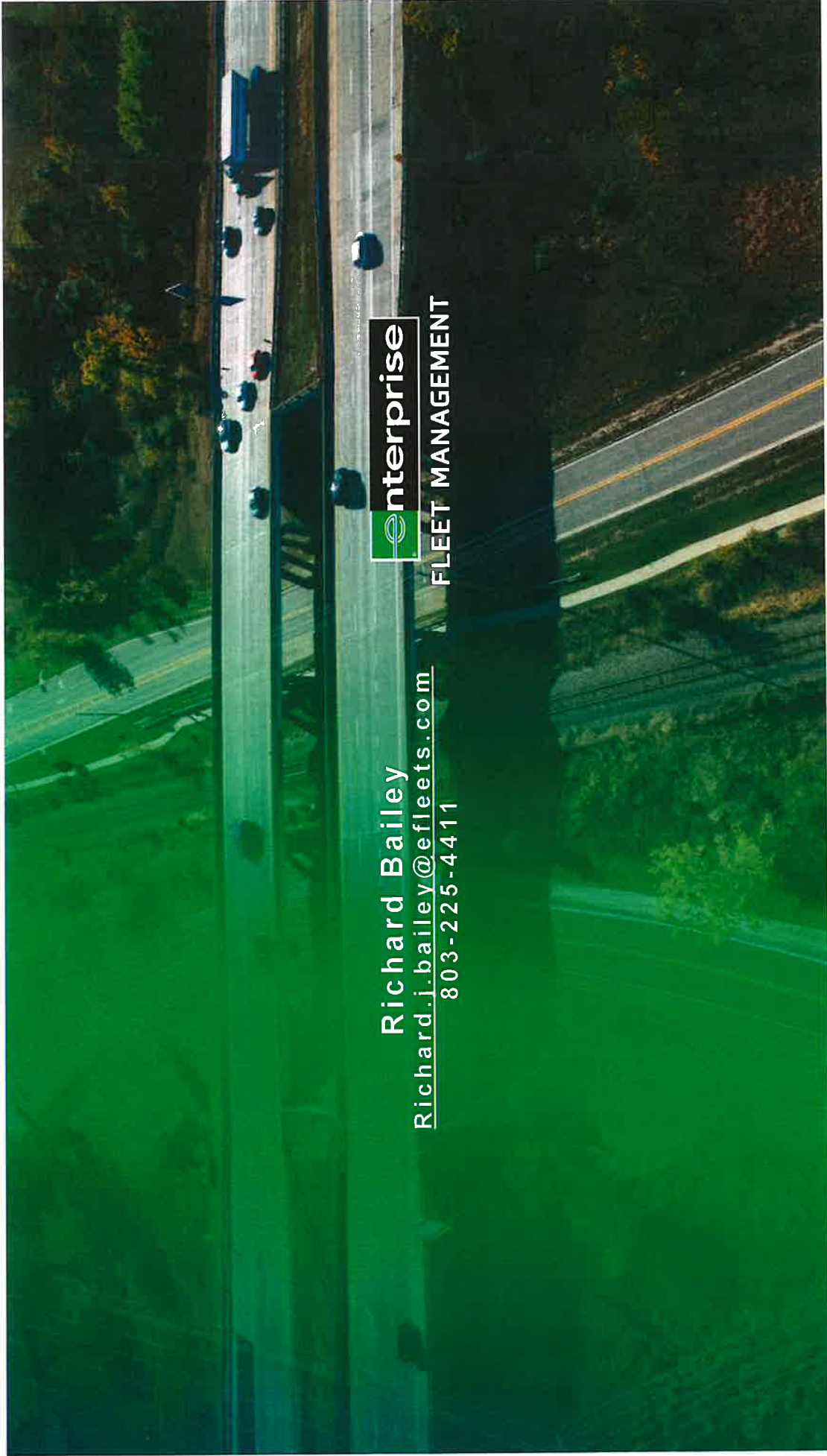
Richard.j.bailey@efleets.com

803-225-4411



Enterprise

FLEET MANAGEMENT





Mayor
ISAIAH SCIPIO

City Council
CAMERON RIVERS, Mayor Pro-Tem
JOHN McMANUS
FLOYD ROGERS
RAY WILSON
ALLIE WINTER

Administrator
Tim O'Briant
City Clerk
DONNA F. OWEN

City of Pickens

www.cityofpickens.com

April 25, 2025

SUBJECT: FEMA Damage Assessment and Reimbursement RFP

Mayor and Council,

The attached additional information is intended to address questions from the April 14 meeting recommending the selection of Royal Engineering's proposal for the above-referenced services.

Highlights:

- The City has requested \$5,454,000 in reimbursement from FEMA related to Hurricane Helene damage and mitigation projects to better prepare the City for future similar events
- Royal Engineering estimates as much as \$250,000 in expenses related to managing the reimbursement process
- Finance Director Hess and I recommend funding these expenses as task orders are approved from General Fund reserves as that is an appropriate emergency use of Fund Balance and there is a high confidence of timely reimbursement
- Each task the group performs would come back to Council as a task order for individual approval of expenditures as the effort moves forward.
- The contract has no base fee and does not require any expenditure without task order approval

Subject: City of Pickens - Royal Follow-up
Date: Friday, April 25, 2025 at 10:17:55 AM Eastern Daylight Time
From: Matthew Mumfrey <mmumfrey@royal.us>
To: Tim O'Briant <tobriant@pickenscity.com>
CC: Special Shealy <sshealy@royal.us>, Kristie Lancon <klancon@royal.us>, Sean Wyatt <swyatt@royal.us>
Attachments: image001.png, image002.png, image003.png, image004.png, image005.png, image006.png, image007.png, image008.png, image009.png

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Good morning, Tim,

Thank you so much for taking the time to meet with us in person last week. As a follow up, we wanted to supply the following information regarding the types of expenses that are reimbursable by FEMA.

Public Assistance Program

- Reimbursement-based program, generally with a 25% local cost share.
 - There is a small window for eligible Hurricane Helene emergency work to be reimbursed at 100%, no local cost share.
- Costs are incurred locally for emergency response and/or disaster recovery and reimbursed through the grant program.
- FEMA categorizes work into emergency work and permanent work.
 - Category A & B = emergency work to protect life and property and to remove eligible storm-generated debris
 - Category C – G = permanent work to restore damaged infrastructure
- Royal can assist with navigating the programmatic complexities.

Contract costs associated with the management of FEMA projects

- **Project Management Costs (expenses incurred by project associated with management, oversight, and activities related to a specific project):**
 - Includes labor expended by the City of Pickens for a specific project.
 - Includes Royal's contract costs for project management associated with specific projects.
 - Eligible for reimbursement as projects are submitted to FEMA for obligation.
 - Federal cost share(s) for these costs are based on the period of performance and are contingent on cost shares.
- **Management Costs (formerly Direct Administrative Costs):**
 - FEMA provides contributions for management costs (up to 5% of the total obligated project costs) that a subrecipient incurs in administering and managing Public Assistance awards. Of these costs, generally 1% is reserved for project and program closeout.
 - Can be for labor costs incurred by the City of Pickens staff or for support provided by Royal.
 - Funded by FEMA at 100% Federal Cost Share; no cost share required from the City.

- Will request reimbursement after projects are obligated and will continue to submit Requests for Reimbursement on a rolling basis throughout program lifecycle.

Supporting Documentation for Eligible Public Assistance Costs (Labor/Equipment, Materials, Rental Equipment, and Contract Expenses)

Below is a list of documentation we will need access to once a contract has been secured between Royal and the City of Pickens. We will create a shared link for your team to upload to upon contract execution. The following list will be required to formulate project costs and is a non-exhaustive list:

- Pre-disaster Procurement Policy
- Pre-disaster Payroll Policy
- All Insurance Policies along with Schedule of Values
- City-Owned Equipment List (Make, Model and Capacity of all gas-powered vehicles and equipment)
 - Please also list all chainsaws with bar length
- Employee List with exempt/non-exempt status and hourly wage listed.
 - Please also list their position title.
- Fringe Benefit Worksheet (Attached with example)
- Activity Logs (FEMA ICS-214) or equivalent description of activities performed to respond to the storm during the emergency or for any permanent repairs.
- Timesheets for all employees that have activity logs
- Pay stubs for all employees that have timesheets and activity logs
- Material Invoices
 - We will need the proof of payments for reimbursement
- Contract Invoices
 - We will need the proof of payments for reimbursement
- Procurement documents for all contract vendors
 - Need executed contract, RFP/RFQs or emergency procurement justification
- Damage photos
- Pre-disaster maintenance records for any damaged infrastructure
- Debris load tickets and quantities (if applicable)

Reimbursement Requests

- Several step process to achieve project funding obligation that may take weeks to months.
 - Please note that this timeline does not start until the project is obligated which can take up to 6 months.
- Requests for Reimbursement of Funds (RRFs) may be submitted once the necessary documentation is provided to support expenditures.
 - The expenses are validated and submitted to FEMA for obligation.
 - Expenses are submitted to SCEMD via the SCRG portal and reimbursed after validation steps have taken place.
- SCEMD recently held a training and stated that there is a lead time of “several weeks” for reimbursements caused by an additional Federal review process.
 - Attached for your reference is a copy of the SCEMD PA Reimbursement Webinar.

We also discussed our level of effort and wanted to provide a preliminary estimate for our services. Based on our review of the City’s Damage Inventory, we were able to project a potential for DAC (which is subject to change and does not include possible project management or any possible mitigation

projections). Given that your Damage Inventory had an estimated total of \$5,545,000.00, the available DAC allotment would be \$277,250.00. We would anticipate PM to be an additional 5% depending on project development and obligation. As per the above, DAC is reimbursable at 100% but PM does have an associated cost share. We would propose doing an initial task order for \$250,000 for the remainder of 2025 (PM and Management Costs) which is subject to re-evaluation as we progress. Please note that additional task orders may be required as we get into the system, develop a comprehensive recovery plan, and evaluate mitigation options.

We are grateful for the opportunity to serve the City of Pickens. Please let us know if you have any additional questions regarding any of this information or the list of supporting documentation.


Thank you,



MATT MUMFREY

Senior Vice President

 mmumfrey@royal.us

 225-751-4643

 www.royal.us



PROGRAM MANAGEMENT CONSULTANT SERVICES AGREEMENT

This Program Management Consultant Services Agreement (“Agreement”), with an effective date of April 1, 2025 (“Effective Date”) is by and between the City of Pickens (“CLIENT”) with a principal place of business at 219 Pendleton Street, Pickens, South Carolina 29671 and Royal Engineers & CONSULTANTS, LLC (“CONSULTANT”), with a principal place of business at 1501 Religious Street, Suite C, New Orleans, Louisiana 70130.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE I – GENERAL

1 Scope of Services

1.1 The overall scope of services to be performed by CONSULTANT under this Agreement is described in Attachment A (“Overall Scope of Services”).

1.2 Task specific scope of services to be performed by CONSULTANT under this Agreement shall be set forth in individual task orders using the general format set forth in Attachment B (“Task Order”), attached hereto and incorporated herein by reference. All additional services, including response and assistance with future declared disasters, will be performed upon issuance of a contract task order by CLIENT. CONSULTANT will prepare task specific scope, schedule, cost, and deliverables for CLIENT approval and authorization.

2 Task Order Process

2.1 Upon the request of the CLIENT, CONSULTANT shall prepare a Task Order containing an identification of the project (“Project”), description of the Contracted Services, compensation to be paid to CONSULTANT for the performance of the Contracted Services (“Compensation”), and a proposed schedule for the performance (“Project Schedule”) for the Contracted Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties as an amendment clearly defining the terms to be amended.

3 Invoicing and Payment

3.1 CONSULTANT shall submit its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. Services performed shall be billed in accordance with the rates specified in Schedule A. Any deviation from the pricing indicated in Schedule A needs prior written approval by CLIENT otherwise it is not accepted by CLIENT. CLIENT shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to CONSULTANT within 30 calendar days after receipt of CONSULTANT’S monthly invoice. Any disputed amounts will not be paid by CLIENT until such dispute is resolved. No interest will be collected by CONSULTANT on disputed amounts in question. CLIENT shall provide timely, written justification for the withholding of any disputed portions to CONSULTANT.

3.2 Payment of all Compensation due to CONSULTANT pursuant to this Agreement shall be a condition precedent to CLIENT'S use or reliance upon any of CONSULTANT'S professional services or work products furnished under this Agreement.

3.3 In the event payment for the Services has not been made within 60 calendar days from the date of the invoice, CONSULTANT may, after giving 10 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against CLIENT, suspend all or any part of the Services.

3.4 Mailing Address for Payments:

Royal Engineers & CONSULTANTS, LLC
1501 Religious Street
New Orleans, LA 70130
Attn: Accounts Receivable

4 Period of Performance

4.1 This agreement shall become effective on the date of signature of the last party signing this agreement and shall have a term of three (3) years from the effective date, terminating on [REDACTED], 2028, unless terminated earlier pursuant to this Agreement.

4.2 Renewal. At the option of CLIENT, this Agreement may be renewed on an annual basis for no longer than two (2) one-year periods, provided that (a) additional funding, if required, is allocated by CLIENT and incorporated herein be a duly authorized amendment to this Agreement, (b) the renewal of this Agreement will facilitate the continuity of the services described herein, and (c) the rates presented in Schedule A are updated in accordance with reasonable market-related adjustments.

5 Client's Responsibilities

5.1 CLIENT shall designate a person to act as CLIENT'S representative with respect to this Agreement. Such person will have complete authority to transmit instructions, receive information, and interpret and define CLIENT'S policies and decisions.

5.2 CLIENT shall furnish to CONSULTANT all applicable information and technical data in CLIENT'S possession or control reasonably required for the proper performance of the Services. CLIENT shall also disclose to CONSULTANT any hazards at the Project site ("Site") that the CLIENT is aware of that CLIENT believes may pose a significant threat to human health or the environment. CONSULTANT shall be entitled to reasonably rely upon the information and data provided by CLIENT or obtained from generally accepted sources within the industry without independent verification except to the extent such verification is expressly included in the Services.

5.3 CLIENT shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by CONSULTANT, seek legal advice, the advice of an insurance counselor, or other CONSULTANT(s), as CLIENT deems appropriate for such examination. If any document requires CLIENT to approve, comment, or to provide any decision or direction, CLIENT shall make a reasonable effort for such approval, comment, decision, or direction to be provided within a reasonable time within the context of the schedule for the Services ("Project Schedule").

5.4 CLIENT shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to properly perform the Services.

6 Consultant's Responsibilities

6.1 CONSULTANT shall designate a project manager for the performance of the Services.

6.2 CONSULTANT shall perform the Services as an independent contractor and not as CLIENT'S agent or employee. CONSULTANT shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to CONSULTANT'S Services will be the degree of skill and diligence normally employed by professional CONSULTANTS performing the same or similar services at the time and location said Services are performed. CONSULTANT will re-perform any Services not meeting this standard without additional compensation.

7 Confidentiality

CONSULTANT shall treat as confidential and proprietary all information and data delivered to it by CLIENT. Confidential information shall not be disclosed to any third party, other than CONSULTANT'S subcontractors or sub-CONSULTANTS, during or subsequent to the term of this Agreement. Nothing contained herein shall preclude CONSULTANT from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by CONSULTANT; (iii) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services ("Law"), but only after seven (7) calendar days' written notice has been given to CLIENT.

8 Rights in Data

All right, title, and interest in and to the work products provided by CONSULTANT to CLIENT shall be the property of CLIENT ("Work Product"). Methodologies, process know-how, and other instruments of service used to prepare the Work Product shall remain the property of CONSULTANT. Any modification or reuse of the Work Product without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT'S subcontractors and sub-CONSULTANTS.

9 Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, protect, and hold harmless CLIENT and its owners, directors, officers, managers, and employees, from and against any and all claims, demands, judgments, or suits, including reasonable attorney's fees, related to bodily injury, damage to property, or which may arise from or in any manner relate (directly or indirectly) to any work performed or services provided arising out of work performed by CONSULTANT under the Scope of Work for this Agreement to the extent caused by or alleged to have been caused by any willful misconduct or negligent acts, errors or omissions of CONSULTANT, its agents, employees, or subconsultants.

To the fullest extent permitted by law, CLIENT shall indemnify, defend, protect, and hold harmless CONSULTANT and its owners, directors, officers, managers, and employees, from and against any and all claims, demands, judgments, or suits, including reasonable attorney's fees, related to bodily injury, damage to property, or which may arise from or in any manner relate (directly or indirectly) to any work performed or services provided arising out of work performed by CLIENT under this Agreement to the extent caused by or alleged to have been caused by any willful misconduct or negligent acts, errors or omissions of CLIENT, its owners, directors, officers, managers, and employees.

10 Limitation of Liability

10.1 In recognition of the relative risks and benefits of the project to both the CLIENT and CONSULTANT, the parties agree, to the fullest extent permitted by law, to limit the aggregate liability of CONSULTANT, its parent, affiliates and sub-contractors, and their respective directors, officers, employees, and agents, to the limit of the CONSULTANT'S professional liability insurance for the services rendered by CONSULTANT. This limitation of liability shall apply to all suits, claims, actions, losses, costs (including legal fees), and damages of any nature arising from or related to this agreement and without regard to the legal theory under which such liability is imposed.

10.2 CONSULTANT may agree, at CLIENT'S request, to increase this limitation of liability to a greater sum in exchange for a negotiated increase in CONSULTANT'S fee. Any increase in this limitation of liability must be in writing as a formal amendment to this agreement and must be signed and dated by authorized representatives of each party. Any additional charge for higher liability is consideration for the greater risk assumed by CONSULTANT and is not a charge for additional insurance.

10.3 No party shall be liable to another party for any indirect, incidental, special, or consequential damages.

10.4 By entering into this Agreement, the parties acknowledge that this limitation of liability clause has been reviewed, understood, is a material part of this Agreement, and each party has had the opportunity to seek legal advice regarding this provision.

11 Termination for Convenience

CLIENT may terminate all or part of this Agreement for CLIENT'S convenience by providing thirty (30) days written notice to CONSULTANT. In such event, CONSULTANT will be entitled to Compensation for the Services performed up to the effective date of termination.

12 Termination for Cause

Should CLIENT determine that CONSULTANT has failed to comply with the Agreement's terms, CLIENT may terminate this Agreement for cause by giving CONSULTANT written notice specifying the CONSULTANT'S failure. If CLIENT determines that the failure is not correctable, then the Agreement shall terminate on the date specified in such notice. If CLIENT determines that the failure may be corrected, CLIENT shall give a deadline for CONSULTANT to make the correction. If CLIENT determines that the failure is not corrected by the stated deadline, then CLIENT may give additional time to make the correction of CLIENT may notify CONSULTANT of the termination date for this Agreement.

13 Notice

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CLIENT

City of Pickens
219 Pendleton Street
Pickens, SC 29671
Attn: Tim O'Briant

CONSULTANT

Royal Engineers & CONSULTANTS, LLC
1501 Religious Street
New Orleans, LA 70130
Attn: Matt Mumfrey

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

14 Survival of Contract Termination

The Articles relating to Indemnification, Limitation of Liability, Data Rights, Confidentiality, Governing Law, and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

15 Change Orders

15.1 CLIENT may, from time to time, order modifications or changes in the scope of the Contracted Services (“Changes”) by written change order in the form of Attachment C (“Change Order”), incorporated herein by reference. In addition, Change Orders may be requested by CONSULTANT based upon material changes to the Contracted Services. Change Orders shall consist of additions to, deletions from, or other revisions to the Contracted Services. Within 60 days after the date of such Change Order or material change, and in any event prior to the commencement of such revised Contracted Services, CONSULTANT shall notify CLIENT in writing if CONSULTANT requests a change in the Compensation and/or Project Schedule and shall clearly state CONSULTANT’S justification for the Change Order. If approved by CLIENT, an equitable adjustment will be made as appropriate.

15.2 Failure of the parties to agree on whether the Change Order constitutes a compensable change to the Compensation and/or should result in a change in the Project Schedule shall be subject to the Disputes provisions of this agreement. CONSULTANT shall diligently proceed with the contracted Services as directed by CLIENT, including any directed changes or potential changes in the contracted Services, pending resolution of such Dispute.

16 Insurance

16.1 CONSULTANT shall maintain at least the following insurance coverages, unless otherwise agreed by CLIENT in writing:

16.1.1 Commercial General Liability coverage on an occurrence basis with a per project aggregate with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. Coverage shall include premises, operations, products & completed operations, independent contractors, contractual, personal injury, and broad form property damage.

16.1.2 Auto liability coverage in the amount of \$1,000,000 in aggregate and covering owned, hired, leased and non-owned vehicles with minimum limits of:

Bodily Injury Liability - \$1,000,000 each occurrence
Property Damage Liability - \$1,000,000 each occurrence

16.1.3 Statutory workers’ compensation insurance (“workers’ compensation”) in the state in which work is to be performed and including any applicable Federal Act coverage and Employer’s Liability limits of:

\$1,000,000 each accident
\$1,000,000 disease – policy limit
\$1,000,000 disease – each employee

If CONSULTANT is domiciled in a state different from that in which work is performed an “all states” endorsement must be provided. If work is performed in a monopolistic workers’ compensation state a “Stop

Gap Employers' Liability" endorsement must be provided on either another states' workers' compensation policy or contractors' General Liability policy.

16.1.4 Professional liability insurance in the amount of \$1,000,000 per claim. Professional liability must not be limited to Bodily Injury and Property Damage liability. Coverage must be maintained for a minimum of two years following completion of the contracted Services.

16.2 The Commercial General Liability and the Auto Liability policies must include endorsements adding the CLIENT as additional insured to the extent of the contractual defense and indemnity obligations in this Agreement, stating coverage is primary and not contributory with any other insurance or self-insurance available to the additional insured and a waiver of subrogation in favor of CLIENT to include general liability, Auto, and Workers Compensation. In addition, the Commercial General Liability policies of CLIENT must include endorsements adding the CONSULTANT as additional insured to the extent of the contractual defense and indemnity obligations in this Agreement, stating coverage is primary and not contributory with any other insurance or self-insurance available to the additional insured and a waiver of subrogation in favor of CONSULTANT to include general liability, Auto, and Workers Compensation.

16.3 All policies must provide a 30-calendar day notice of cancellation with no exculpatory language. Policies must be written with insurance carriers authorized to do business in the state in which work is performed and must carry a minimum Best's rating of B+VII or equivalent. Prior to commencing work under this Agreement, certificates of insurance with original signed endorsements must be provided to CLIENT at the address set forth in the Notice provision.

16.4 If CONSULTANT utilizes the services of lower-tier sub-CONSULTANTS or subcontractors, CONSULTANT shall ensure such lower-tier sub-CONSULTANTS and subcontractors meet the insurance requirements set forth herein.

ARTICLE II – COMPLIANCE WITH FEMA PROCUREMENT

This Agreement is intended to comply with federal procurement guidelines located at 2 C.F.R. § 200, et al.

17 Compliance with Applicable Law

The Parties agree to comply with *Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. To the extent not covered under another section of this Agreement, such provisions are enumerated here.

18 Equal Employment Opportunity

During the performance of this Agreement, CONSULTANT agrees as follows.

- (1) CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONSULTANT will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not to be limited to the following:
Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this discrimination clause.
- (2) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- (3) CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job function discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT'S legal duty to furnish such information.
- (4) CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT'S commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of CONSULTANT'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) CONSULTANT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

19 Clean Air Act

19.1 CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

19.2 CONSULTANT agrees to report each violation to the City of Pickens and understands and agrees that the City of Pickens will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

19.3 CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

20 Federal Water Pollution Control Act

20.1 CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

20.2 CONSULTANT agrees to report each violation to the City of Pickens and understands and agrees that the City of Pickens will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

20.3 CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

21 Debarment and Suspension

21.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, CONSULTANT is required to verify that none of CONSULTANT'S principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

21.2 CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

21.3 This certification is a material representation of fact relied upon by City of Pickens. If it is later determined that CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Pickens, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

21.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

22 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended) (Attachment D)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

23 Procurement of Recovered Materials

In the performance of this contract, CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired —

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

CONSULTANT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

24 Prohibition on Contracting for Covered Telecommunications Equipment or Services

(A) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(B) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13,

2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(C) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or 27 Contract Provisions Guide

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(D) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

25 Breach of Contract, Disputes, and Remedies

25.1 If either party breaches any provision of this Agreement (the “Defaulting Party”), which causes damage to the other Party (the “Non-defaulting Party”), the Non-defaulting Party may notify the Defaulting Party in writing and request it to rectify and correct such breach of contract; if the Defaulting Party fails to take any action satisfactory to the Non-defaulting Party to rectify and correct such breach (including compensating the non-defaulting the costs associated with the breach of contract) within fifteen (15) working days upon the issuance of the written notice by the Non-defaulting Party, the Non-defaulting Party may, in addition to pursuing its rights and remedies under this Agreement, pursue any other rights and remedies under applicable law.

25.2 Once the required time period has lapsed in Provision 25.1, any alleged existing dispute related to this Agreement shall then be submitted to a panel of three (3) individuals consisting of: one (1) representative of CLIENT, one (1) representative of CONSULTANT, and one (1) third party representative whom both CLIENT and CONSULTANT agree upon. The chosen representative of CLIENT and the chosen representative of CONSULTANT shall have the authority to enter into an agreement to resolve the existing dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. In the event that the panel is unable to reach a mutual resolution of the dispute or has failed to convene within three (3) weeks of the request of either party, either party may, in addition to pursuing its rights and remedies under this Agreement, pursue any other rights and remedies under applicable law.

25.3 All communications between the parties or their representatives in connection with the attempted resolution of any dispute shall be confidential and deemed to have been delivered in furtherance of dispute settlement, shall be exempt from discovery and production in any and all legal proceedings, and shall not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial or other proceeding for the resolution of the existing dispute or any other past or future dispute.

25.4 Pending any final judicial decision or settlement, CONSULTANT shall proceed diligently with the contracted Services.

26 DHS Seal, Logo, and Flags

CONSULTANT shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. CONSULTANT shall include this provision in any subcontracts.

27 Access to Records

The following access to records requirements apply to this Agreement:

- (a) The CONSULTANT agrees to provide the City of Pickens, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (b) The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The CONSULTANT agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (d) In compliance with the Disaster Recovery Act of 2018, City of Pickens and the CONSULTANT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

28 Compliance with Federal Law, Regulations, And Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. CONSULTANT will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

29 No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

30 Contract Work Hours and Safety Standards Act

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City of Pickens shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

31 Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

32 Program Fraud and False or Fraudulent Statements or Related Acts

CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT'S actions pertaining to this contract.

ARTICLE III – COMPLIANCE WITH CERTAIN OTHER FEDERAL REQUIREMENTS

To the extent applicable, this Agreement is intended to comply with the following federal procurement and compliance guidelines.

33 Non-Discrimination

The parties to this Agreement shall comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA) and any other applicable federal or state laws regarding discrimination based on gender, race, national origin, age, religion, pregnancy status, military status, or persons with disability.

34 Certification of Non-Segregated facilities

CONSULTANT certifies that he/she/it does not maintain or provide for his/her/its establishments, and that he/she/it does not permit employees to perform their services at any location, under his/her/its control, where segregated facilities are maintained. He/she/it certifies further that he/she/it will not maintain or provide for employees any segregated facilities at any of his/her/its establishments, and he/she/it will not permit employees to perform their services at any location under his/her/its control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she/it further agrees that (except where he/she/it has obtained for specific time periods) he/she/it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she/it will retain such certifications in his/her/its files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

35 Section 109 of the Housing and Community Development Act of 1974

CONSULTANT shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

36 Section 3 of the Housing and Urban Development Act of 1968

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- A. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- B. CONSULTANT agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of CONSULTANT'S commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- C. CONSULTANT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. CONSULTANT will not subcontract with any subcontractor where CONSULTANT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- D. CONSULTANT will certify that any vacant employment positions, including training positions, that are filled (1) after CONSULTANT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent CONSULTANT'S obligations under 24 CFR part 135.
- E. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- F. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

37 Section 503 of the Rehabilitation Act of 1973

- A. CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. CONSULTANT agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:
 - (1) Recruitment, advertising, and job application procedures;

- (2) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (3) Rates of pay or any other form of compensation and changes in compensation;
 - (4) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (5) Leaves of absence, sick leave, or any other leave;
 - (6) Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;
 - (7) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (8) Activities sponsored by the CONSULTANT including social or recreational programs; or
 - (9) Any other term, condition, or privilege of employment.
- B. CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of CONSULTANT'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. CONSULTANT must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of CONSULTANT, CONSULTANT will satisfy its posting obligations by posting such notices in an electronic format, provided that CONSULTANT provides computers, or access to computers, that can access the electronic posting to such employees, or CONSULTANT has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by CONSULTANT to notify job applicants of their rights if CONSULTANT utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- E. CONSULTANT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that CONSULTANT is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.
- F. CONSULTANT will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- G. CONSULTANT must, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

38 Section 504 of the Rehabilitation Act of 1973, as amended

CONSULTANT agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

39 Special Conditions Pertaining to Hazards, Safety Standards, and Accident Prevention

A. Lead-Based Paint Hazards

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. CONSULTANT and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, CONSULTANT shall observe all local, state and federal laws in purchasing and handling explosives. CONSULTANT shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

CONSULTANT shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of CONSULTANT or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

CONSULTANT shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case CONSULTANT fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to CONSULTANT. Such action by the Owner does not relieve CONSULTANT of any liability incurred under these specifications or contract.

40 Flood Disaster Protection

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

41 Conflict of Interest

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, CONSULTANT shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

42 Patents

- A. CONSULTANT shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through CONSULTANT.
- C. If CONSULTANT uses any design device or materials covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work. CONSULTANT and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this Agreement, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

43 Copyright

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to CONSULTANT for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

44 Energy Efficiency

CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

45 Protection of Lives and Health

CONSULTANT shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the

Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the CONSULTANT shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

46 Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

47 Personnel

CONSULTANT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement.

48 Anti-Kickback Rules

Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

49 Interest of CONSULTANT

CONSULTANT covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed.

50 Political Activity

CONSULTANT will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

51 Compliance with the Office of Management and Budget

The Parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, “*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*”, 2 CFR Part 200, as they relate to the use of Federal funds under this contract.

52 Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

53 Confidential Findings

All of the reports, information, data, etc., prepared or assembled by CONSULTANT under this Agreement are confidential, and CONSULTANT agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

54 Contracting with Certain Firms

CONSULTANT will take necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

55 Davis-Bacon Act

As applicable, CONSULTANT will fully comply with the Davis-Bacon Act, as amended, and any rules or regulations promulgated pursuant to the Act. CONSULTANT shall maintain payroll records as needed to demonstrate compliance with the Act.

56 Appendix II to Part 200

2 C.F.R. Pt. 200, App. II is incorporated into this Agreement by reference. CONSULTANT agrees to review and comply with all requirements set forth therein to the extent that any of the requirements set forth in Appendix II are not addressed by a specific provision in this Agreement.

ARTICLE IV – ADDITIONAL PROVISIONS

57 Governing Law

The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of South Carolina.

58 Assignment

Neither this Agreement nor any rights under this Agreement may be assigned by any party, other than to a party's affiliate, parent or subsidiary, without the prior written consent of the other party(ies).

59 Binding Effect

The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

60 Parties in Interest

Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

61 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

62 Amendment and Waiver

This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

63 Venue, Jurisdiction and Process

The Parties agree that any arbitration or legal proceeding arising out of this Agreement or for the interpretation, performance, or breach of this Agreement, shall be instituted in the proper state or federal court for Pickens County, South Carolina, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue.

64 Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

65 Preparation of Agreement

All provisions of this Agreement have been subject to full and careful review by and negotiation between CONSULTANT and CLIENT. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

66 Entire Agreement

This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

67 Attachments

The following attachments are hereby made a part of this Agreement:

Schedule A – Disaster Recovery Program and Project Management Rates

Attachment A – Overall Scope of Services

Attachment B – Task Order (Example)

Attachment C – Change Order (Example)

Attachment D – 44 C.F.R. Part 18 – Certification Regarding Lobbying

CLIENT

CONSULTANT

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date

Attachment A

OVERALL SCOPE OF SERVICES

SCOPE OF WORK

The Scope of Services consists of providing Consulting and Disaster Recovery Services to City of Pickens for Project and Program Management and administrative support of grant activities as needed for Federal and State programs, i.e., Federal Emergency Management Agency (FEMA) and South Carolina Emergency Management Division (SCEMD).

CONSULTANT will assist City of Pickens in the following management functions:

- Provide strategic advice.
- Function as a liaison with local, State, and Federal representatives.
- Assist with or review completed damage assessments.
- Work closely with SCEMD and FEMA on the development of FEMA Project Worksheets (PW).
 - Obtain initial project eligibility determination.
 - Ensure accurate and comprehensive damage description.
 - Ensure accurate and comprehensive scope of work.
 - Review completed Cost Estimating Format for appropriate funding.
 - Identify any possible Section 406 Hazard Mitigation Proposal opportunities.
 - Review draft PW version and recommend approval or correction.
- Ensure all projects are in compliance with local, State, and Federal rules and regulations.
- Establish and maintain an electronic document management system.
- Process PWs for completed projects for closeout.
- Attend and facilitate meetings and provide detailed meeting minutes.

CONSULTANT will assist City of Pickens in the following key service areas:

- Emergency Operations – Debris Removal
 - Assist in the proper procurement of debris removal contractors and monitors.
 - Review contractor invoices for accuracy, make a recommendation for payment, and request reimbursement from SCEMD.
 - Collect, scan, and file all debris removal documentation.
 - Assist in accounting for the use of Force Account Labor and Equipment and request reimbursement from SCEMD.
 - Assist with documentation of Direct Administrative Costs and request reimbursement from SCEMD.
- Emergency Protective Measures
 - Assist in the proper procurement of vendors and contractors.
 - Review vendor and contractor invoices for accuracy, make a recommendation for payment, and request reimbursement from SCEMD.
 - Collect, scan, and file all project documentation.
 - Assist in accounting for the use of Force Account Labor and Equipment and request reimbursement from SCEMD.
 - Assist with documentation of Direct Administrative Costs and request reimbursement from SCEMD.
- Permanent Repair Projects
 - Assist in the proper procurement of contractors.
 - Review contractor invoices or pay applications for accuracy, make a recommendation for payment, and request reimbursement from SCEMD.

- Collect, scan, and file all project documentation.
- Assist with documentation of Direct Administrative Costs and request reimbursement from SCEMD.

- Environmental Planning and Historic Preservation (EHP)
 - Assist in preparation of Environmental Assessments for FEMA and SCEMD.
 - Document project alternatives considered.
 - Document affected environment and potential impacts to include:
 - Physical Resources
 - Water Resources
 - Biological Resources
 - Cultural Resources
 - Socioeconomic Resources
 - Coordinate agency and public involvement and permits.
 - Evaluate mitigation measures.



Mayor
ISAIAH SCIPIO

City Council
CAMERON RIVERS, Mayor Pro-Tem
JOHN McMANUS
FLOYD ROGERS
RAY WILSON
ALLIE WINTER

Administrator
Tim O'Briant
City Clerk
DONNA F. OWEN

City of Pickens

www.cityofpickens.com

April 25, 2025

SUBJECT: Building Inspections RFP

Mayor and Council,

Please see an example contract and other additional information from the recommended vendor to provide these services based on their recent RFP submission, BLE engineering.

Friday, April 25, 2025 at 13:28:29 Eastern Daylight Time

Subject: Re: Pickens Code Inspections Proposal follow up
Date: Tuesday, April 15, 2025 at 9:03:29 AM Eastern Daylight Time
From: Jimmy Ladd <jimmy.ladd@blecorp.com>
To: Tim O'Briant <tobriant@pickenscity.com>
Attachments: Outlook-lvpwossx.png, Outlook-rb43zn5h.png, Outlook-1rpsq2gy.png, City of Pickens Contract Example.docx

CAUTION: This email originated from outside the City of Pickens. Maintain caution when opening external links/attachments

Tim,

Take a look and let me know your thoughts.

This is an example of our typical contract. We are very flexible with how we can structure the time of the contract. Typically, it's a 3-year contract but doesn't have to be . Choosing a 3-year contract just locks in your rates for that time. (this example one shows 1 year listed right below section 26.)

Please let me know if you have any questions I am confident, we can adjust the contract to meet both our needs. Please let me know what we need to do to make this happen.

This is the one clause I usually have comments on from clients.

4. BLE'S LIABILITY. Client and BLE have evaluated the risks and rewards associated with this project, including BLE's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, for additional consideration from BLE of \$10.00, receipt of which is hereby acknowledged, Client agrees that BLE's liability, and that of its officers, directors, employees, agents and subcontractors to Client or any assignee or any third party shall be limited to an aggregate of \$1,000,000 or BLE's fee, whichever is greater. This limitation of liability applies to all lawsuits, claims or actions, whether identified as arising in: (i) tort, including negligence (whether sole or concurrent), BLE errors or omissions, breach of warranty (express or implied), negligent misrepresentation, (ii) strict liability, (iii) contract, or (iv) any other legal theory, including without limitation, BLE's indemnity obligations to Client related to the services provided in this agreement and any continuation or extension of BLE's services. In addition, neither party nor their members, shareholders, officers, directors, employees, agents and/or subcontractors shall be liable to the other for special, indirect, incidental, punitive or consequential damages arising out of this agreement or otherwise.

Some have had issues with it while others have been ok with it .

We can adjust the contract to meet both our needs if you have any questions or concerns.

**MASTER CONSULTING SERVICES AGREEMENT FOR
MUNICIPAL/GOVERNMENTAL ENTITIES
BETWEEN
BUNNELL-LAMMONS ENGINEERING, INC.
AND
THE CITY OF PICKENS, SOUTH CAROLINA**

THIS AGREEMENT is made by and between **BUNNELL-LAMMONS ENGINEERING, INC.**, a South Carolina corporation (hereinafter referred to as BLE) and The City of Pickens, a South Carolina Municipal Corporation, (hereinafter referred to as Client).

WHEREAS, Client may, from time to time, require certain professional consulting services ("Work") at various locations ("Sites"). As such needs arise, Client shall initiate one or more communications (the "Order") to BLE describing the work to be performed and the time in which the work should be performed. After such communication(s), BLE shall then, within a reasonable time, send a confirming communication verifying the scope of work and the location of the project and BLE shall perform the work contained in the Order pursuant to the terms set forth herein; and

WHEREAS, in order to facilitate the provision of said services in a prompt and efficient manner, the parties desire to effect a continuing contractual relationship for a term of one year (with renewable options which are negotiable) whereby said services may be provided by BLE during such term from time to time upon the request of Client; and

WHEREAS, the parties desire to set forth the terms and conditions under which the said services shall be performed;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BLE agrees to perform the scope of services set out a mutually agreed upon Order from Client, and in substantial accordance with the terms and recitals set forth herein, which are incorporated herein by reference, hereupon such services shall be referred to herein as the "work" or the "services" and either on a lump sum basis or in accordance with the schedule of rates incorporated herein and attached hereto as **Attachment "A"**.

1. SCOPE OF WORK: As and to the extent agreed to and authorized by Client by Order from designated personnel, BLE shall provide to Client for its sole use and benefit professional engineering, testing, environmental and/or other professional consulting services. Unless otherwise specified by Client, BLE shall furnish all labor, materials, facilities, equipment and supervision necessary to perform the services and documentation requested. BLE acknowledges that it possesses or will be responsible to obtain the federal, state and local business licenses necessary to practice in the state in which the work is to be performed and employ for the work hereunder personnel who possess the necessary qualifications to perform the work.

2. CLIENT'S RESPONSIBILITIES: Client shall provide BLE with an accurate description of the Site and will furnish BLE with all available information, i.e., the physical characteristics, known safety/health hazards, legal limitations and required utility limitations at the site. Client will provide BLE, its employees and subcontractors, reasonable access to the Site and Client shall designate in writing to BLE, prior to the commencement of the Work, a representative who shall be fully acquainted with the Work and who has authority on behalf of Client to approve changes in the scope of the Work, approve any daily reports submitted by BLE, render decisions promptly, and furnish information expeditiously and in time to meet the time schedule for completion of the Work. If the scope of work includes environmental aspects or soil disturbance or investigations, then Client shall also provide information in its possession relating to the environmental, geologic and geotechnical conditions of the Site and surrounding area and the location of subsurface structures, such as pipes, tanks, cables and utilities as known to Client.

3. BLE'S LIABILITY INSURANCE:

GENERAL INSURANCE. BLE shall maintain all forms of insurance required by law in the State of South Carolina. BLE shall also maintain insurance coverage for Commercial general liability, automobile liability, and workers' compensation by a carrier reasonably satisfactory to Client, which carrier shall be licensed to provide such coverage in the State of South Carolina, in the forms and amounts listed below. BLE shall ensure that all Subconsultants to be engaged or employed by BLE carry and maintain similar insurance. BLE and his Subconsultants shall submit proof of such insurance to Client at time of the execution of this Agreement and at any time when a material reduction in coverage occurs. The maintenance in full current force and effect of such coverage shall be a condition precedent to Client's obligation to pay under this Agreement. The insurance policies shall incorporate a provision requiring written notice to Client at least thirty (30) days prior to any cancellation, non renewal, or material modification of the policies.

COMMERCIAL GENERAL LIABILITY:..... \$1,000,000

General Aggregate (per project).....	\$1,000,000
Personal and Advertising Injury.....	\$1,000,000
Each Occurrence.....	\$1,000,000
Medical Expenses (Any one Person).....	\$5,000

BUSINESS AUTO LIABILITY (including All Owned, non -Owned, and Hired Vehicles):

Combined Single Limit	\$1,000,000 or
Bodily Injury & Property Damage (each)	\$1,000,000

WORKERS COMPENSATION

State	Statutory
Employer's Liability	\$100,000 Per Accident
	\$500,000 Disease, Policy Limit
	\$100,000 Disease, Each employee

PROFESSIONAL LIABILITY INSURANCE. In addition to other insurance required by statute under provisions of this Agreement, BLE shall provide professional liability insurance, licensed to provide such coverage in the State of South Carolina. BLE shall submit proof of such insurance, which shall provide a coverage amount not less than one million dollars (\$1,000,000) per claim.

4. BLE'S LIABILITY. Client and BLE have evaluated the risks and rewards associated with this project, including BLE's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, for additional consideration from BLE of \$10.00, receipt of which is hereby acknowledged, Client agrees that BLE's liability, and that of its officers, directors, employees, agents and subcontractors to Client or any assignee or any third party shall be limited to an aggregate of \$1,000,000 or BLE's fee, whichever is greater. This limitation of liability applies to all lawsuits, claims or actions, whether identified as arising in: (i) tort, including negligence (whether sole or concurrent), BLE errors or omissions, breach of warranty (express or implied), negligent misrepresentation, (ii) strict liability, (iii) contract, or (iv) any other legal theory, including without limitation, BLE's indemnity obligations to Client related to the services provided in this agreement and any continuation or extension of BLE's services. In addition, neither party nor their members, shareholders, officers, directors, employees, agents and/or subcontractors shall be liable to the other for special, indirect, incidental, punitive or consequential damages arising out of this agreement or otherwise.

5. INDEPENDENT CONTRACTOR: BLE will comply with applicable federal, state and local laws and regulations. BLE shall perform all work or services in such a manner as not to unduly interfere with use of the premises by Client or other parties. BLE is an independent contractor and the detailed means, manner and method of performing the work or services are under the sole control of BLE or its subcontractor(s).

6. PAYMENT TERMS: Client agrees to pay BLE's within 30 days from the invoice date. BLE shall submit an invoice to Client upon completion of the Work covered by each order issued pursuant to this Agreement, or on a four-week basis to conform with the BLE's normal invoicing cycle for Work of more than four (4) weeks' duration. If Client objects to all or any portion of any invoice, Client shall notify BLE of the same within fifteen (15) days from date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.

7. APPROPRIATIONS: Notwithstanding anything to the contrary set forth in this Agreement, BLE acknowledges that Client's payment and performance obligations for succeeding fiscal periods shall be subject to the availability and lawful appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled or suspended in the discretion of the Client. No minimum amount of work is guaranteed.

8. WARRANTY: Professional services provided by BLE will be performed with that degree of skill and care ordinarily exercised by reputable members of BLE's profession in the same or similar locality, at the time such services are performed. The warranty contained in this section are in lieu of all other warranties, either express or implied and no other warranty is made or intended by BLE's proposal or by BLE's oral or written reports.

9. FORCE MAJEURE/UNANTICIPATED CONDITIONS: Notwithstanding anything in the Agreement to the contrary, any failure of performance under this Agreement by BLE shall not constitute breach if said failure of performance is due to a force majeure event or events beyond the reasonable control of BLE. Certain foreseeable events, such as rain or weather that interfere with the work and/or services of BLE or other subcontractors, are subject to treatment as force majeure events beyond BLE's reasonable control. Other such events of force majeure shall include, but not be limited to, acts of God, natural disasters, war,

strikes, and/or delays caused by any third party's (either wrongful or reasonable) failure to prosecute their work, strikes, or governmental orders affecting the work site or regarding COVID-19 or any other epidemic, pandemic, or other declaration of public health emergency. In such an event, Client shall extend the completion date of this Agreement for a time equal to the continuation of the force majeure event(s) plus any reasonable time necessary to resume BLE's services. Should BLE encounter conditions at the site not reasonably anticipated and not previously revealed to BLE in writing by the Client, then upon notice to Client, BLE in its sole discretion may: a) Continue with the Order to completion; b) suspend activities and prepare a Change Order as a request for approval by Client prior to proceeding, c) agree with Client to modify the Work and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing, or d) terminate all services after five days prior notice to Client.

10. TERMINATION: Client may terminate this Agreement for cause at any time or for convenience upon at least sixty (60) days prior written notice to BLE. In the event of a termination for convenience, BLE shall be reimbursed for unpaid authorized Work incurred prior to notice of termination plus all reasonable costs incurred by BLE in procuring the work, in performing the work or incurred after termination in project close out. Likewise, BLE may terminate this Agreement for cause at any time upon fourteen (14) day written notice or for convenience upon at least ninety (90) days prior written notice to Client.

11. SAFETY: During such times when BLE is providing services at a job site during performance of the Order, any contractor or subcontractor or other third party not retained by BLE shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of their work. Any monitoring of a third party's by BLE is not intended to include review of the adequacy of the contractor's or subcontractor's safety measures in, on, adjacent to, or near the project site. BLE shall not be responsible for job or site safety or site security; moreover, except for BLE's employees and subcontractors, BLE does not have the duty or right to stop the work of Client, its employees or its contractors or any other entities or individuals. BLE will comply with applicable federal, state and local laws, rules and regulations, including without limitation OSHA standards respecting the safety of its employees, agents, contractors and subcontractors.

12. OPINIONS OF COST: If requested, BLE will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonable available data, BLE's designs or BLE's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with BLE. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond BLE's control.

13. DOCUMENTS: All reports, information, plans, sketches, data, and regulations prepared or assembled by BLE or its Contractors pursuant to the terms of this Agreement (collectively "Documents") shall become the property of Client immediately upon delivery thereof to Client. BLE assigns to Client all materials prepared, developed, or created pursuant to this Agreement including, but not limited to the right to (i) reproduce the work; and (ii) prepare derivative works. However, any reuse on any other project, the creation of derivative works or redistribution to third parties shall be without liability to BLE. BLE will furnish to Client the agreed upon number of written reports and supporting Documents as set forth in BLE's scope of work. Such instruments of BLE's service are furnished solely for submittal in connection with the services provided for in this Agreement. BLE may retain copies of all Documents, information and Client provided documents that it receives, relies upon or that it produces so that BLE may support and/or defend its work.

14. CONFIDENTIALITY: BLE hereby acknowledges that it may be furnished with, or may otherwise receive or have access to, information or materials which relate to past, present, or future products, software, research and development, inventions, processes, techniques, designs, or technical information and data of Client, including all information protected by the Trade Secret Act, S.C. Code Ann § 39-8-10 et seq., as well as any information which Client identifies to a BLE in writing as Confidential ("Confidential Information"). BLE shall preserve in confidence and protect from disclosure all Confidential Information, whether disclosed before or after the Effective Date of this Agreement, unless (i) the Confidential Information is already in the public domain; (ii) Client consents to the disclosure of such Confidential Information in writing; or (iii) BLE discloses the Confidential Information in accordance with the terms of any written agreement between Client and BLE, or (iv) in accordance with the order of any competent court, arbitrator, or government agency; provided, however, that prior to such disclosure, BLE shall inform Client of the order and permit Client to seek a protective order or other appropriate relief.

If BLE is advised by Client that it will be asked to provide services for a confidential project, BLE agrees to keep and maintain confidentiality regarding its undertaking of such project. BLE shall coordinate its services only through Client representative(s) designated by Client from time to time and shall provide information regarding this project only to those third parties with a need to know. BLE shall not share any information regarding this project including, without limitation, Confidential Information, with any third party unless BLE and each such third party (including any subcontractors) have entered into a legally enforceable

and binding non-disclosure agreement. Notwithstanding the foregoing, BLE may, without Client's prior consent, disclose Confidential Information to its employees and professionals, including but not limited to, accounting personnel, attorneys, officers, employees who provide one or more components to the Services and other employees with a need to know, who are informed of the confidential nature of such information. To the extent allowed by applicable law, Client agrees that BLE's compensation, rates and fees shall be kept confidential by Client and its employees and professionals, including but not limited to, accounting personnel, attorneys, officers, and managers.

15. INDEMNITY: If Client or any of its directors, officers, shareholders, employees, agents, attorneys, successors, assigns and affiliates (collectively, the "Client Affiliates") become subject to any liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs and expenses (including, without limitation, fees and disbursements of attorneys and consultants) (collectively, "Claims"), caused by the negligence, gross negligence or willful misconduct of BLE or its directors, officers, employees, subcontractors, agents and affiliates (collectively, the "Representatives"), then BLE shall indemnify and hold harmless Client and its Affiliates from and against any and all Claims. For purposes of the preceding sentence, "negligence" shall be deemed to include both negligent acts and omissions. This indemnification shall only extend to the proportional extent that any Claim is caused of BLE's willful misconduct, gross negligence or negligent acts or omissions.

16. SCHEDULING: Client acknowledges that Client, directly or indirectly through its designee, has the sole right and sole responsibility to determine the extent, frequency, and scheduling of observations, inspections, and/or testing performed by BLE. Client acknowledges that BLE bears no responsibility for damages that may accrue because BLE did not perform such observations, inspections, and/or testing that Client or its designee failed to request or schedule. BLE shall have no duty to inform Client, its designee, or any other party of any failure to schedule BLE's services.

17. UNFORESEEN CONDITIONS OR OCCURRENCES. It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing BLE's services. If this occurs, BLE will promptly notify and consult with Client, but will act based on BLE's sole judgment where risk to BLE personnel is involved. Possible actions could include: (i) Complete the original Scope of Services in accordance with the procedures originally intended in BLE's proposal, (ii) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing; or, (iii) Terminate the services effective on the date specified by BLE in writing.

18. MISCELLANEOUS: In the event that any provision or part herein shall be deemed invalid or unenforceable, the other provisions or parts hereof shall remain in full force and effect, and binding upon the parties hereto. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and BLE shall survive the completion of the services and/or the termination of this Agreement. This Agreement shall be governed in all respects by the laws of the State of South Carolina without reference to its conflicts of laws provisions. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction or meaning of any provision of, or scope of intent of, this Agreement nor in any way affect this Agreement.

19. NOTICES: All notices between the parties required by this Agreement shall be in writing and may be given by messenger or may be sent by United States registered or certified mail (return receipt requested), Federal Express, Express Mail, or other national overnight courier service, addressed as follows:

If to Bunnell-Lammons Engineering, Inc.

6004 Ponders Court
Greenville, SC 29615

Attn: Jimmy Ladd
Regional Manager Code Compliance
Director of Special Inspection

If to Client:

219 Pendleton Street
Pickens, SC 29671

Attn: Tim O'Briant
City Administrator

Notwithstanding the foregoing, routine communications in furtherance of the work may be given by either party hereto to the other by any of the foregoing methods or by phone, facsimile transmission or electronic mail.

21. ENTIRE AGREEMENT: This Agreement, and any attachments or other documents incorporated by reference herein, supersede any previous written or oral contracts and this Agreement shall constitute and is the complete agreement between the parties hereto and subject to change only by an instrument in writing and signed by Client and BLE. No third-party beneficiary is anticipated or intended by this Agreement.

22. TESTIMONY: Should BLE or any BLE employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to Work provided under this Agreement, and BLE is not a party in the dispute, the BLE shall be compensated by Client for the associated reasonable expenses and labor for BLE's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides BLE such compensation, Client will receive a credit or refund on any related double payments to BLE.

23. CAPTIONS AND HEADINGS: The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction or meaning of any provision of, or scope of intent of, this Agreement nor in any way affect this Agreement.

24. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. Fax and electronic signatures shall be deemed original for all purposes hereunder.

25. OTHER INSTRUMENTS: The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

26. AUTHORITY TO ENTER INTO AGREEMENT: The parties and their representatives signing this Agreement hereby acknowledge and represent that the representatives signing this Agreement are duly authorized agents of the parties hereto and are authorized and have full authority to enter into this Agreement on behalf of the parties for whom they are signing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of _____, 2025 with a term of this Agreement continuing for one year from that date unless terminated earlier by mutual agreement or as described herein:

BUNNELL-LAMMONS ENGINEERING, INC.

THE CITY OF PICKENS

By: _____

By: _____

Printed Name

Printed Name

Title

Title

ATTACHMENT "A"
SCHEDULE OF FEES AND RATES

Confidential: This section is marked confidential and shall not be subject to disclosure to public records as part of the freedom of information act.

It is our understanding that code enforcement, permitting, inspection and building official duties will be part of this contract. BLE can and will work within the current fee schedule used by city but can assist the city by making recommendations of new fee schedules should the city request.

Compensation: Plan Review Services

BLE proposes to provide the requested plan review services as follows.
BLE will review the provided plans and provide comments and 1 follow up comment review.

Commercial Plan Review

BLE offers a split fee for these services please see below for the example. Given the City Charges ½ the building permit fee for plan review services
BLE would request. 50 percent of the fee collected this would create a 50/ 50 split of the fees collected for plan review services.
Example: Given a Permit fee for project is \$2,000.00. The plan review fee would be \$1,000.00, the split of the fee would be 50/50, or in this example \$500.00 to the city and \$500.00 to BLE.

Compensation: Residential Plan Review

BLE offers a split fee for these services please see below for the example. Given the City Charges ½ the building permit fee for plan review services
BLE would request. 50 percent of the fee collected this would create a 75/ 25 split of the fees collected for plan review services.
Example: Given a Permit fee for project is \$2,000.00. The plan review fee would be \$1,000.00, the split of the fee would be in this example, \$250.00 to the city and \$500.00 to BLE.

Compensation: Building Official Duties

From time to time Building official duties not attached to a permit arise. These could be assisting the city during budget review or attending meetings requested by the city. These services fall outside the permit split scope. BLE will provide those services at \$100.00 per hour upon request.

Compensation: Inspection Services

BLE will perform inspections for code compliance with the applicable codes in effect in South Carolina and provide an electronic report to the city for each inspection performed. The city will file copies of the inspection reports and enter data into their filing system and be responsible for the long-term storage of the inspection files.
BLE proposes a split permit fee between the city and BLE. BLE proposes a 75/25 split with BLE keeping 75 percent and the city keeping 25 percent. This fee covers BLEs inspection and permitting costs

Compensation: Code Enforcement Property Maintenance Services

BLE understands that this contract will include property maintenance inspections. BLE will perform these inspections for code compliance with the applicable codes in effect in South Carolina and provide an electronic report to the city for each inspection performed.

Due to the nature of code enforcement and the unpredictable nature of the inspections that are required for code enforcement BLE proposes an hourly rate for these services of \$75.00 per hour.

Compensation Reimbursables: Mileage

BLE will start our mileage at Pickens city hall. BLE has a local office with employees living and working near the City of Pickens and we propose starting our mileage rate at the building codes office. This rate would be the current IRS mileage rate of (70 cents per mile). **Travel to and from the city will not be charged, only the mileage on official city business will be invoiced**

The attached order form will be utilized to provide the service fees and will be mutually agreed upon for each item not listed on page 6.

SUGGESTED FORM
ORDER
FOR CONSULTING SERVICES

To: **Bunnell-Lammons Engineering, Inc.**

Date: _____

Attn: _____

Scope: _____

Project: _____

Project Number: _____

Work Authorization Amount: _____

Number of Original Reports: _____

Verbal Report Due Date: _____

Draft Report Due Date: _____

Final Report Due Date: _____

In accordance with the Master Consulting Services Agreement (hereinafter the AGREEMENT) between Bunnell-Lammons Engineering, Inc., (hereinafter BLE) and _____, (hereinafter Client), dated _____, 2023., _____,

BLE agrees to provide the services outlined in the attached Scope of Services (i) for an lump sum amount of \$ _____, or

(ii) on a times and materials rate

With regard to the services set forth in this Order, this Order and its attachments and the AGREEMENT contain the entire agreement between the parties and supersedes all previous proposals, understandings, correspondence, and/or agreements, whether written or oral, there being no agreements, warranties, or understanding other than those written or specified herein. All additions hereto or changes herein shall not be binding unless they are in writing and signed by both parties.

The parties have executed this Order as of the date recorded above.

Bunnell-Lammons Engineering, Inc.

Client: _____

SIGNATURE

SIGNATURE

NAME

NAME

TITLE

TITLE

DATE

DATE

SUGGESTED FORM
Change Request

PROJECT: _____ CHANGE NO.: _____

JOB NO: _____ DATE: _____

CURRENT TASK ORDER AMOUNT: _____

AMOUNT OF THIS CHANGE: _____

REVISED TASK ORDER AMOUNT: _____

DESCRIPTION OF CHANGE(S):

THE WORK COVERED BY THIS CHANGE ORDER WILL BE PERFORMED UNDER THE TERMS OF THE PRIME AGREEMENT.

AMOUNT OF ORIGINAL CONTRACT: _____

TOTAL CHANGES TO DATE: _____

CONTRACT AMOUNT TO DATE: _____

BLE Approved: _____ DATE: _____

Client Approved: _____ DATE: _____