

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AMENDMENT # 6
TO
MOU # 2016-26

WITNESSETH:

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this _____ day of _____, 202_____ between the Town of Bluffton (“Town”), a municipal corporation organized and existing under the laws of the State of South Carolina and Calhoun Street Promenade HPR (hereinafter “Contractor”); and

WHEREAS, Contractor provides garbage services to the Calhoun Street Residential Units in accordance with the Declarations of Covenants, Conditions and Restrictions for Calhoun Street Promenade as recorded in Beaufort County Register of Deeds on September 21, 2007 at Book 2629, Page 723 (as amended, restated, supplemented or otherwise modified from time to time); and

WHEREAS, the Town made an agreement, Memorandum of Understanding (“MOU”) # 2016-26, effective March 29, 2016 with Contractor to reimburse for residential garbage removal services in the Calhoun Street Promenade Residential Units in calendar years 2016, 2017, and 2018 at the prevailing rates the Town paid their contractor for residential garbage removal; and

WHEREAS, at the end of the initial term, the Town and Contractor agreed to renew MOU # 2016-26 for one additional three-year term from January 1, 2019 to December 31, 2021 with Amendment 1; and

WHEREAS, Town and Contractor agreed to renew MOU # 2016-26 for one additional one-year term for the period from January 1, 2022 to December 31, 2022 under the same terms; and

WHEREAS, Town and Contractor agreed to renew MOU # 2016-26 for one additional one-year term for the period from January 1, 2023 to December 31, 2023 under the same terms; and

WHEREAS, Town and Contractor agreed to renew MOU # 2016-26 for one additional one-year term for the period from January 1, 2024 to December 31, 2024 under the same terms; and

WHEREAS, Town and Contractor agreed to renew MOU # 2016-26 for one additional one-year term for the period from January 1, 2025 to December 31, 2025 under the same terms; and

WHEREAS, the Town desires to reimburse Contractor for residential garbage removal services for the Calhoun Street Promenade Residential Units for calendar year 2026 effective January 1, 2026 through December 31 2026; and

NOW, THEREFORE, in exchange for the mutual promises written herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Town and the Contractor agree as follows:

1. Contractor shall provide to the Town by February 1st a copy of the invoice(s) they receive for garbage services within Calhoun Street Promenade Residential Units as of December 31 of the preceding year. Qualifying residential properties are those that remit residential property tax for the preceding calendar year. Contractor shall supplement the invoice by designating whether the property is occupied full-time, part-time, or is an unoccupied home.
2. The total compensation paid by the Town of Contractor for these services shall be provided based upon the current monthly fee paid by the Town to its provider (at the time of this contract, Waste Management) for other municipal residential taxpayers. Contractor will be reimbursed 100% of the fee for full-time qualifying residents (4% taxpayers) or owners that can certify the property was a rental home for a minimum of six (6) months during the entire year and 50% of the fee for qualifying part-time residents (6%

taxpayers) or homes that were not considered fully occupied during the entire previous year. No compensation will be made for unoccupied homes or commercial properties. Contractor shall provide owners of qualifying residential properties a credit on any fees that include trash service based on the Town's reimbursement to Contractor.

3. Contractor shall email invoices to invoice@townofbluffton.com or by mail to Town of Bluffton, PO Box 386, Bluffton, South Carolina 29910 ATTN: ACCOUNTS PAYABLE. The invoice should reference MOU # 2016-26. Approved invoices shall be paid within a practical period once due diligence procedures have been performed on the documentation by the Town of Bluffton Finance Department, but not later than June 30th of the fiscal year in which the invoice was received.
4. General Terms and Conditions:
 - a. The Town Manager or his designee may terminate this MOU in whole or in part at any time for the convenience of the Town. If the MOU is terminated for the convenience of the Town, the Town will pay Calhoun Street Promenade HPR as agreed up to the date of termination.
 - b. Should any part of the Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
 - c. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

IN WITNESS WHEREOF, the parties hereto have caused the within Amendment # 6 to MOU # 2016-26 to be executed this ____ day of _____, 202__.

CALHOUN STREET PROMENADE HPR

TOWN OF BLUFFTON

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Position: _____

Position: _____

Witness: _____

Witness: _____

Attachments: NONE