

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

MEMORANDUM OF UNDERSTANDING

2022-01

WITNESSETH:

WHEREAS, the University of South Carolina Beaufort (hereinafter “USCB”) has capabilities to operate and manage laboratories dedicated to assessing the water quality of the Lowcountry; and

WHEREAS, the Town of Bluffton (hereinafter “Town”), in pursuit of its mission to protect local water resources and implement water quality monitoring recommended by the May River Watershed Action Plan Update and model report, and as required by the National Pollutant Discharge and Elimination (hereinafter “NPDES”) Municipal Separate Storm Sewer System (hereinafter “MS4”) Permit desired a partner to provide microbial source tracking (hereinafter “MST”) services; 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 USCB agree as follows:

1. USCB obligations

- a. USCB will create an MST laboratory to assess concentrations of fecal indicator bacteria (hereinafter “FIB”) such as fecal coliform, E. coli, and/or enterococci and to discriminate the source between human and non-human contamination.
- b. Routine services shall include:
 - i. Operation and management of a laboratory able to receive and analyze the Town’s MST samples during normal hours of operation from 8:00 am to 4:00 pm Eastern, Monday through Friday. Samples requiring analysis must be received by the laboratory no later than noon on Thursday to have results returned that week. If extenuating circumstances occur that require certain services, such as sample receipt, outside of normal operating hours, the Town should inform laboratory personnel as soon as possible so that accommodations can be made.
 - ii. Analytical results will be reported within five (5) days or sooner of receipt of sample. A preliminary report of completed results can be issued to the Town in the event of illicit discharge tracking, time sensitive projects, or when requested by the Town and agreed upon by both parties. Analytical results shall be conveyed to the Town via email in an Excel spreadsheet file or Access database file unless otherwise requested.
 - iii. USCB shall provide a chain of custody for samples collected and submitted to the MST laboratory.
 - iv. USCB shall be responsible for maintenance and repairs of analytical equipment, purchasing laboratory supplies, and supplying qualified personnel to provide MST analytical services.
 - v. USCB laboratory staff shall make good faith efforts to be responsive to unforeseen water quality needs not otherwise mentioned here as those needs arise.
 - vi. USCB may provide laboratory services to entities other than the Town, with such compensation for said services being the sole responsibility of those other entities, so long as the provision of outside services does not interfere with USCB’s MST or other monitoring services to the Town.
- c. Special sampling services may include Town-collected samples associated with an illicit discharge detection and elimination (hereinafter “IDDE”) investigation as required by the Town’s NPDES MS4 permit. In the event these circumstances should occur, the Town may request expedited results, if possible, of collected samples.
- d. Statistical analysis of projects requirements:
 - i. The USCB MST laboratory staff shall, upon request by the Town, assist with statistical analysis of project data to evaluate the effectiveness of implemented best management

EXHIBIT A

practices (hereinafter “BMPs”). Laboratory staff shall allow Town staff to share the data analysis findings at venues such as, but not limited to, conferences, local and regional meetings, and in peer and non-peer reviewed scientific publications. Likewise, Town staff shall allow Laboratory staff to share the data analysis findings at venues such as, but not limited to, conferences, local and regional meetings, and in peer and non-peer reviewed scientific publications with appropriate review.

- ii. The USCB MST laboratory staff shall, upon request by the Town, assist with study design to implement the 2020 May River Watershed Action Plan Update and Model Report recommendations.

2. Town obligations

- a. The Town shall provide an annual allocation of \$50,000 dollars made payable to USCB for these MST services.
- b. The Town agrees to pay the above-stated amount within thirty (30) days from the date the Town Finance Department receives an invoice with the agreement number referenced.

3. Term

The term of this Agreement shall be a duration of five (5) years to run concurrent with the fiscal year, until June 30, 2026. This memorandum will be reviewed by the Town and USCB annual. Changes may be made by mutual consent of both parties at any time.

4. Termination

Each party shall have the right to terminate this Memorandum by providing ninety (90) days written notice to the other party. If this Memorandum is terminated by either party, the Town is entitled to a pro-rata refund of the money set out in Paragraph 2 (a).

IN WITNESS WHEREOF, the parties hereto have caused Agreement # 2022-01 to be executed this _____ day of _____, 2021.

UNIVERSITY OF SOUTH CAROLINA BEAUFORT

TOWN OF BLUFFTON

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Position: _____

Position: _____

Witness: _____

Witness: _____

Attachments: none