

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**INTERGOVERNMENTAL COST SHARE
AGREEMENT
2025-45**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is effective as of the _____ day of _____ 2025, by and between the BEAUFORT COUNTY SCHOOL DISTRICT (the "BCSD") and the TOWN OF BLUFFTON (the "Town"), (collectively, the "Parties").

WHEREAS, the Town is undertaking a streetscape project along Pritchard Street which includes improvements to drainage, repaving, street lighting, pedestrian safety elements and other appurtenances; and

WHEREAS, BCSD is a property owner impacted by the streetscape project as the construction activities will necessitate road closure, construction material staging, drainage installation and other activities, some of which will take place on BCSD property; and

WHEREAS, the Parties have determined that it would be mutually beneficial for the Town's contractor to perform the same or similar paving work in the school parking lot as that required for the streetscape project, and that BCSD will reimburse the Town for 100% of the cost of the work associated with paving improvements to the school parking lot, to include but not be limited to demolition, subgrade preparation, concrete curb and gutter, signage, striping and asphalt repaving; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town and BCSD do hereby agree as follows:

1. **SCOPE OF WORK.** The Town's contractor will perform the following scope of work on the school parking lot simultaneously with the construction work on adjacent Pritchard Street: demolition, subgrade prep and approval, implementation of stormwater Best Management Practices, and drainage component construction.
2. **DURATION.** The Town's contractor will make best efforts to perform this work between May 30, 2025 and August 5, 2025 to lessen the impact to the school while school is not in session. BCSD agrees that it may be acceptable for that schedule to be slightly flexible so long as the Town communicates any changes to BCSD.
3. **COST SHARE.** The Town will competitively bid the work on the Pritchard Street streetscape project to comply with the Town of Bluffton procurement ordinance. The estimated cost is **Two Hundred and Thirty Two Thousand, Nine Hundred and Ninety (\$232,990) dollars** for the school parking lot scope of work, and includes a 20% contingency for unforeseen conditions. This Agreement will be amended with the actual bid price plus contingency. The Town shall be responsible for paying the contractor in full. BCSD will reimburse the Town for 100% of the cost of the highlighted line items identified in the Project Engineer's Preliminary Cost Estimate attached as Exhibit A. Such

reimbursement shall be made upon presentation of the contractor's invoice delivered by the Town.

4. **INDEPENDENT CONTRACTORS.** BCSD and the Town are independent of one another and shall have no other relationship. Neither Party shall have, or hold itself out as having, the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other Party.
5. **AMENDMENTS.** Any changes to this Agreement which are mutually agreed upon between the Parties shall be incorporated in a written amendment to this Agreement and shall not become effective until the amendment is signed by both Parties.
6. **ENTIRE AGREEMENT.** This document constitutes the entire agreement between the Parties. BCSD grants the Town all access rights and other rights necessary for the Town to perform its obligations under this Agreement. This Agreement is independent of any other agreements between the Parties.
7. **GOVERNING LAW.** Any dispute, claim, or controversy relating to this Agreement and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina.
8. **SEVERABILITY.** Should a court of competent jurisdiction rule any portion of this Agreement invalid, null, or void, that fact shall not affect or invalidate any other portion or section of this Agreement, and all remaining portions and sections of this Agreement remain in full force and effect.
9. **MERGER.** This Agreement constitutes a final written expression of the Terms herein to be signed by the Parties' duly authorized officers.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as set forth below.

BEAUFORT COUNTY SCHOOL DISTRICT

TOWN OF BLUFFTON

BY: _____
Frank J. Rodriguez, Ph.D.
Superintendent

BY: _____
Stephen Steese
Town Manager

EXHIBIT A
PROJECT ENGINEER'S PRELIMINARY COST ESTIMATE