Kershaw County

All-America City
NATIONAL CIVIC LEAGUE
2018

AGENDA PACKET

KERSHAW COUNTY
COUNCIL MEETING
TUESDAY, APRIL 25, 2023

Kershaw County
All-America City
NATIONAL CIVIC LEAGUE
2018

AGENDA

KERSHAW COUNTY COUNCIL MEETING
TUESDAY, APRIL 25, 2023 ~ 6:00 P.M.
COUNTY COUNCIL CHAMBERS / KERSHAW COUNTY GOVERNMENT CENTER
515 Walnut Street, Camden, SC 29020

1. **CALL TO ORDER**

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

4. **ADOPTION OF AGENDA**

5. **PROCLAMATIONS**
   - **Stewardship Week** (placed on the agenda by Chairwoman Katie Guinn)
   - **Proclamation for S. E. Johnson**
     (placed on agenda by County Council Members Danny Catoe and Jimmy Jones (Co-Sponsors) (by request of Mr. Paul Huckabee)

6. **PUBLIC COMMENTS**

7. **PUBLIC PRESENTATIONS**
   - **KC Science Park – Mr. Ken Lillard** (placed on the agenda by Chairwoman Katie Guinn)

8. **APPROVAL OF MINUTES**
   - Tuesday, April 18, 2023 - Regular Meeting

9. **ORDINANCES**
   - **Second Reading** - An ordinance authorizing the execution and delivery of an amendment to a fee agreement by and between Kershaw County, South Carolina and Canfor Southern Pine, Inc., as sponsor, and New South Lumber Company, Inc., and New South Camden Properties, LLC, as Sponsor Affiliates, to provide for an extension of the investment period, and other matters related thereto.
   - **First Reading** – An ordinance amending and restating the Kershaw/Fairfield Multi-County Industrial Park (MCIP) Agreement
   - **First Reading of FY24 Budget in Title Only**
   - **First Reading of Ordinance establishing FY24 Millage in Title Only**

10. RESOLUTION

- **Cleveland School Fire Day** (placed on agenda by Chairwoman Katie Guinn)

11. OLD BUSINESS

- **American Rescue Plan Act (ARPA) Funds Recommitment for Kershaw County Public Safety (KC Sheriff's Department, KC fire service, KC EMS and KC 911) radios.**
  (placed on the agenda by Chairwoman Katie Guinn)

  Motion to dedicate 2.7 million dollars from county ARPA Funds, previously committed to sewer utilities to Kershaw County public safety departments (KCSD, KC fire, KC EMS and KC911) for Motorola radio

12. NEW BUSINESS

- **Goals and Objectives for Council Retreat**
  (placed on the agenda by County Administrator Danny Templar)

- **SAFER Grant (Staffing for Adequate Fire and Emergency Response)**
  (placed on the agenda by County Administrator Danny Templar)

13. COUNCIL BRIEFINGS

- Starting with Councilman Russell Brazell

14. ADMINISTRATOR'S BRIEFING

15. LEGAL BRIEFING

16. EXECUTIVE SESSION

- Receipt of attorney-client privileged legal advice related to a pending, threatened, or potential claim S.C. Code Ann. 30-4-70 (a)(2)

- Receipt of an attorney-client privileged legal briefing regarding negotiations incident to a proposed contractual arrangement. S.C. Code 30-4-70 (a)(2)

17. ADJOURNMENT

An executive session may be called and held at any time by Council for and permitted by South Carolina Freedom of Information Act and action may possibly be taken on issues subject to the executive session after Council reconvenes.

This institution is an equal opportunity provider and employer. The public may access the internet as a guest through the County's Wi-Fi and locate the agenda on the County website.: www.kershaw.sc.gov

PROCLAMATION

WHEREAS, the National Association of Conservation Districts (NACD) is a non-profit organization that represents America's 3000 conservation districts and the individuals serving on the governing boards of those conservation districts; and

WHEREAS, conservations districts are local units of government established by state law to carry out resource management programs at a local level; and

WHEREAS, conservation districts serve an important role in furthering public health and wellbeing by working with cooperating landowners and operators to manage and protect land and water resources and private and public lands in the United States; and

WHEREAS, the NACD has celebrated a Stewardship Week annually since 1955 between the last Sunday in April and the first Sunday in May to remind us of our individual responsibilities to care for natural resources; and

WHEREAS, NACD's 68th Stewardship Week will be held April 30 to May 7 and is focused on watersheds; and

WHEREAS, water quality and flooding issues in rivers, lakes, and streams cannot be mitigated without good stewardship of the private and public lands in the watersheds that drain to those waterways; and

WHEREAS, keeping our watersheds healthy protects public health, water supply, fisheries, wildlife, agriculture, supports economic development and enhances recreation activities in our communities; and

WHEREAS, Kershaw County wishes to support the work of the NACD and the local conservation districts of South Carolina and Kershaw County.

NOW THEREFORE, be it proclaimed by the Kershaw County Council that April 30, 2023 to May 7, 2023 is designated Stewardship Week to applaud and promote the work of NACD in providing educational learning experiences for students and adults to increase awareness about the importance of natural resource conservation.

Signed by Kershaw County Council this 25th day of April, 2023.

By: _____
Katie Guinn
Kershaw County Chairwoman

By: _____
Jimmy Jones
Kershaw County Vice-Chairman

By: _____
Sammie Tucker, Jr.
Kershaw County Councilman

By: _____
Russell Brazell
Kershaw County Councilman

By: _____
Brant Tomlinson
Kershaw County Councilman

By: _____
Danny Catoe
Kershaw County Councilman

By: _____
Derek Shoemake
Kershaw County Councilman

ATTEST:

By: _____
Hannah M. Parler
Clerk to Council

PROCLAMATION

WHEREAS, S.E. Johnson was a former principal at Bethune High School and a former Superintendent of the Kershaw County School District; and

WHEREAS, S.E. Johnson was instrumental in shaping the lives of countless students who attended Bethune High School; and

WHEREAS, the former Bethune High School football stadium was named the S.E. Johnson Memorial Stadium in recognition of Mr. Johnson's service to Kershaw County and the Bethune community; and

WHEREAS, Bethune High School closed and the S.E. Johnson Memorial Stadium is no longer in use as an operational football facility; and

WHEREAS, among the remnants of S.E. Johnson Memorial Stadium is the plaque naming the stadium in honor of S.E. Johnson; and

WHEREAS, Paul L. Huckabee, a Bethune resident, contacted councilmember Danny Catoe and Councilman Jimmy Jones with a request that the plaque be removed and presented to the surviving family of the family of S.E. Johnson.

NOW THEREFORE, the members of the Kershaw County Council wish to present the S.E. Johnson Memorial Stadium plaque to the family of S.E. Johnson in appreciation of his service to the citizens of Kershaw County.

Signed by Kershaw County Council this 25th day of April, 2023.

By: _____
Katie Guinn
Kershaw County Chairwoman

By: _____
Jimmy Jones
Kershaw County Vice-Chairman

By: _____
Sammie Tucker, Jr.
Kershaw County Councilman

By: _____
Russell Brazell
Kershaw County Councilman

By: _____
Brant Tomlinson
Kershaw County Councilman

By: _____
Danny Catoe
Kershaw County Councilman

By: _____
Derek Shoemake
Kershaw County Councilman

ATTEST:

By: _____
Hannah M. Parler
Clerk to Council

Kershaw County
All-America City
2018

County Council Minutes
Tuesday, April 18, 2023

A regular meeting of the Kershaw County Council was held on Tuesday, April 18, 2023, at 6:00 p.m. in Council Chambers at the Kershaw County Government Center. This meeting was rescheduled from the regular scheduled meeting for April 11, 2023.

Council Present:	Katie Guinn	Sammie Tucker, Jr.	Danny Catoe
	Brant Tomlinson	Derek Shoemake	Russell Brazell
Council Absent:	Jimmy Jones		
Staff Present:	Danny Templar	Lauren Reeder	Hannah Parler
	Ryan Monaghan	Jeremy Morrow	John DuBose
	Gerald Blanchard		

Members of the press and public were present.

In accordance with the Freedom of Information Act, copies of the agenda were sent to the newspapers, TV, and radio stations, citizens of the county, department heads, and posted on the website.

CALL TO ORDER

Chairwoman Guinn called the meeting to order and welcomed those in attendance. In the absence of Pastor Andrew Tate of Friendship Baptist Church in Lugoff, SC, Chairwoman Guinn asked Ms. Torres to do the invocation and all remained standing as the Pledge of Allegiance was recited.

ADOPTION OF AGENDA

Councilman Brant Tomlinson made a motion to approve the adoption of the agenda and it was seconded by Councilman Danny Catoe. Discussion was called by Chairwoman Guinn as the adoption of the agenda was approved. Councilman Derek Shoemake made a motion to amend the agenda to add an Ordinance authorizing the execution and delivery of an amendment to a fee agreement by and between Kershaw County, South Carolina and Canfor Southern Pine, Inc., as sponsor, and New South Lumber Company, Inc., and New South Camden Properties, LLC, as Sponsor Affiliates, to provide for an extension of the investment period, and other matters related thereto and a Resolution Authorizing the Assignment and Assumption of Fee in Lieu of Ad Valorem Taxes Agreements by and between Kershaw County, South Carolina and INV Performance Surfaces, LLC. Councilman Brant Tomlinson seconded the motion to the amended agenda.

Mr. Jeff Burgess, Director of Economic Development informed KCC that the FILOT ends 5.31.2023, and the resolution is for Invista's reorganization to make sure FILOT goes into proper division.

After a brief discussion from Mr. Jeff Burgess, Chairwoman Guinn called for a vote to approve the amended agenda. By show of hands, Chairwoman Guinn, Councilman Sammie Tucker, Jr., Councilman Russell Brazell, Councilman Brant Tomlinson, and Councilman Danny Catoe approve the amended agenda.

PROCLAMATIONS

Councilwoman Katie Guinn presented and read the following proclamations into the minutes. In the absence of Tammy Smith, Grants Coordinator-Santee Lynches COG, the proclamation for Fair Housing read as follows:

Fair Housing Month Proclamation

Whereas, Title VIII of the Civil Rights Act of 1968, also known as the Fair Housing Act, was enacted on April 11, 1968, by President Lyndon Johnson enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

Whereas, the Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

Whereas, Kershaw County is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

Whereas, our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

Whereas, more than fifty years after the passage of the Fair Housing Act, discrimination in the housing market still exists, and many communities are segregated; and

Whereas, acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency, fairness and dignity; and

Now, Therefore, Kershaw County Council hereby proclaims this month of April 2023, as Fair Housing Month and encourages all citizens to prevent discrimination and reverse housing segregation by increasing opportunities for minority home ownership and invest in affordable housing across our county. ***(This proclamation will be signed by all Councilmembers in favor.)***

The second proclamation read into the minutes by Chairwoman Katie Guinn was the Month of Military Child. Chairwoman Guinn invited all of the military children to come upfront in the Council Chambers as she read the proclamation to them. Five military children were present along with Mrs. Sarah Jane.

A Proclamation Recognizing the Month of the Military Child

Whereas, in 1986, Defense Secretary Caspar Weinberger established April as the Month of the Military Child to serve as an opportunity to recognize the contributions and personal sacrifices that military children make in support of the Armed Forces of the United States of America and their bravery while their parent or parents serve our nation; and

Whereas, there are more than 1.6 million military children who face challenges and unique experiences as a result of their parents' service. While military members serve around the world, we often forget the challenges faced by their children. Military children are faced with adapting to new environments, changing communities and support networks at each new duty station which present unique challenges for military children. Each year, the DOD joins national, state and local government, schools, military serving organizations, companies and private citizens in celebrating military children and the sacrifices they make; and

Whereas, the average military student faces transitioning schools every two to four years and will attend six to nine different school systems throughout their lives from kindergarten to 12th grade. With approximately 5,500 Veterans residing in Kershaw County, Kershaw County Council, Kershaw County School Board, Kershaw County Veteran's Affairs Office, Kershaw County School District, The Montessori School of Camden and the Military Interstate Children's Compact Commission (MIC3) are committed to assisting military children through educational and community transitions and committed to ensuring they are afforded the same opportunities for educational success as other children and are not delayed in achieving their educational, recreational and social and goals; and

Whereas, the Month of the Military Child serves as a reminder that when a parent or parents serve in the military, their children serve too; and

Whereas, Kershaw County "Purple Up" Day will be Friday, April 21, 2023. On this day county council encourages our entire community to wear purple and pay tribute to military children of Kershaw County and the 1.6 million military children of all ages who, through their strength and resiliency, are the heart and soul of the military family.

Now, Therefore, Kershaw County Council proclaims this April as the Month of the Military Child in Kershaw County and encourages all residents to honor the courage and sacrifices of our military children who so faithfully uphold the American spirit and to support these children and their families. ***(This proclamation will be signed by all Councilmembers in favor.)***

A standing ovation, many thanks, and appreciation from County Councilmembers was shown to all of the children and families present as the purple balloons displayed in the Council Chambers along with gifts for the military children honoring their courage and sacrifices as a military child.

PUBLIC COMMENTS

Begin: 6:15 p.m.

Chairwoman Guinn called for Public Comments from the citizens in attendance as she explained the Public Comment Guidelines and read into the record.

1. Public Comment:
    - is an opportunity for members of the public to share information with Council
    - is not a time for debate with or questions and answers from Council
    - is a time for Council to receive input
    - is not a time for Council response
    - In short, during Public Comment, Council will listen to public comment, but not comment on public comment.
2. Offensive and inappropriate comments will not be tolerated.
3. If a group would like to speak to Council, we request that a spokesperson be selected and that this person indicate the group he/she is representing on the sign-up sheet and in his/her comments.
4. Public comment is a time to discuss issues.
5. Public comment period is limited to 5 minutes maximum allowed per individual speaker.
6. Public comments to Council as an agenda item shall continue uninterrupted, to be live streamed by audio and video (where available) until the public comments agenda item is finished and concluded.

Mary Brandenburger

Expressed concerns of current recreational fields condition and how the money should be used to upgrade facilities already in place. She also expressed concerns of using family members as a gain to facilitate ongoing projects with the county. (Councilwoman Guinn asked her to refrain from involving name calling of Elected Officials and exclude family members.)

PUBLIC COMMENTS CONTINUED

Jay Brandenburger

Expressed concerns and request that funds that was discussed a few weeks ago be used to upgrade Woodward Park and existing parks already established.

Matthew Hutchinson

Commented disappointment that some Councilmembers did not show up for the Planning and Zoning meeting.

Tom Webb

Mr. Webb attended the Planning and Zoning meeting and expressed that the Planning and Zoning Comprehensive Plan should be less detailed where it has a clear understanding.

Jeff Mattox

Attended the Planning and Zoning meeting in reference to the Comprehensive Plan and request that the citizens are in consideration with the bigger picture when making changes.

Public Comments ended: 6:40 p.m.

Chairwoman Guinn went back to Proclamations to give the Council a chance for discussion on the Proclamations presented earlier in the meeting. No discussion was given for the Fair Housing Proclamation. However, many thanks and appreciation from the Councilmembers were given honoring all military children and families.

Councilmember Sammie Tucker, Jr., - Thanks to the spouses that stay behind with children and families with the task to carry on while their loved ones are gone on the call of duty.

Councilmember Russell Brazell – Thank you to all military all over America. His father and grandfather both served in the military and all sacrifices are appreciated.

Councilmember Derek Shoemake, Councilmember Brant Tomlinson, and Councilman Danny Catoe all echoed what was said by Councilman Sammie Tucker, Jr., and Councilman Russell Brazell. Thanks!

APPROVAL OF MINUTES

Councilmember Sammie Tucker, Jr., made a motion to approve the minutes from the meeting of Tuesday, March 28, 2023. Councilman Brant Tomlinson seconded. No discussion from Council and by show of hands Chairwoman Katie Guinn, Councilman Sammie Tucker, Jr., Councilman Russell Brazell, Councilman Derek Shoemake, Councilman Brant Tomlinson, and Councilman Danny Catoe were all in favor of approval of minutes.

Councilmember Sammie Tucker, Jr., made a motion to approve the minutes from the special called meeting of Thursday, April 6, 2023. Councilman Derek Shoemake seconded and by show of hands, Councilman Sammie Tucker, Jr., Councilman Russell Brazell, Councilman Derek Shoemake, Councilman Brant Tomlinson, and Councilman Danny Catoe were all in favor of approval of minutes. Chairwoman Katie Guinn was absent for this meeting and did not vote on the minutes.

ORDINANCES

Chairwoman Katie Guinn presented to Council for first reading an ordinance authorizing the execution and delivery of an amendment to a fee agreement by and between Kershaw County, South Carolina and Canfor Southern Pine, Inc., as sponsor, and New South Lumber Company, Inc., and New South Camden Properties, LLC, as Sponsor Affiliates, to provide for an extension of the investment period, and other matters related thereto.

Councilman Derek Shoemake made a motion to approve the ordinance on first reading and it was seconded by Councilman Russell Brazell.

Discussion:
Councilman Russell Brazell stated that Canfor is a big impact to the community and a huge investment. He is glad to see that the expansion is doing well and happy to support.

Councilman Sammie Tucker, Jr., expressed "kudos" and his support to the leadership and management for the great teamwork and appreciates all they do for Kershaw County.

Chairwoman Katie Guinn stated that this was the First Reading of an ordinance authorizing the execution and delivery of an amendment to a fee agreement by and between Kershaw County, South Carolina and Canfor Southern Pine, Inc., as sponsor, and New South Lumber Company, Inc., and New South Camden Properties, LLC, as Sponsor Affiliates, to provide for an extension of the investment period, and other matters related thereto, and that a Second Reading is scheduled for April 25th, a Public Hearing and Third Reading on May 9, 2023. All of Council in attendance approved on First Reading by show of hands to include: Chairwoman Katie Guinn, Councilman Sammie Tucker, Jr., Councilman Russell Brazell, Councilman Brant Tomlinson, Councilman Danny Catoe, and Councilman Derek Shoemake.

RESOLUTIONS
Chairwoman Katie Guinn presented before Council a Resolution Authorizing the Assignment and Assumption of Fee in Lieu of Ad Valorem Taxes Agreements by and between Kershaw County, South Carolina and INV Performance Surfaces, LLC. Councilman Derek Shoemake made a motion to accept and adopt the Resolution and Councilman Brant Tomlinson seconded.

Discussion:
Councilman Russell Brazell commented that he would like to allow to place FILOT in place to add to INVISTA with his appreciation of them in business for over 50 years back when it was DUPONT.

Chairwoman Katie Guinn called for vote and all in attendance were in favor by show of hands to include: Councilwoman Katie Guinn, Councilman Sammie Tucker, Jr., Councilman Russell Brazell, Councilman Derek Shoemake, Councilman Brant Tomlinson, and Councilman Danny Catoe.

NEW BUSINESS
FY24 Budget and Millage Reading Schedule
Councilman Sammie Tucker, Jr., made a motion to approve the provided information for the Kershaw County Fiscal Year 2023-2024 Budget and Millage Ordinance Schedule and it was seconded by Derek Shoemake.

Discussion:
Councilman Sammie Tucker, Jr., stated that a vote should be done in accordance with the rules unless otherwise different.

Councilman Brant Tomlinson expressed his thanks for the hard work to the committee and staff working on this budget year.

Chairwoman Guinn stated she is happy to support and work on the budget and by show of hands Chairwoman Katie Guinn, Councilman Sammie Tucker, Jr., Councilman Russell Brazell, Councilman Derek Shoemake, Councilman Brant Tomlinson, and Councilman Danny Catoe were all in favor of adopting the FY24 schedule.

Recreation Commission Appointments for Districts 3 and 6

Councilman Derek Shoemake made a recommendation to nominate Mrs. Aundrea Larrymore representing District 3 to the Recreation Commission. Councilman Sammie Tucker, Jr., seconded. By show of hands Councilwoman Katie Guinn, Councilman Sammie Tucker, Jr., Councilman Derek Shoemake, Councilman Russell Brazell, Councilman Brant Tomlinson, and Councilman Danny Catoe were all in favor.

Council Danny Catoe made a recommendation to nominate Mr. Jason Bittner representing District 6 to the Recreation Commission. Councilman Russell Brazell seconded. By show of hands Councilwoman Katie Guinn, Councilman Sammie Tucker, Jr., Councilman Derek Shoemake, Councilman Russell Brazell, Councilman Brant Tomlinson, and Councilman Danny Catoe were all in favor.

COUNCIL BRIEFINGS

Councilman Danny Catoe: Attended the P/Z meeting, he thought it went well. There was a lot of input and over 27 ideas from infrastructure to how to rezone housing development, recreation, wastewater, and much more. He is looking forward to working with the citizens and encourage them to go on the website and fill out the surveys. Councilman Catoe offered kind words as he remembers and gives tribute to Mrs. Barbara Huckabee, the Librarian for over 40 years in Bethune. Continued thoughts are with her family and loved ones left behind.

Councilman Russell Brazell continued with good thoughts of Mrs. Barbara Huckabee as he was reminded that, "Life and forgiveness is precious." He wore a sports jacket in support of the Sportsman Commission in Kershaw and advised to fix the ramp or build a new one.

COUNCIL BRIEFINGS CONTINUED

Councilman Sammie Tucker, Jr., thanked Councilman Derek Shoemake, Councilman Brant Tomlinson, and Lauren Reeder for their patience and understanding in the mix-up with the Finance Committee schedule. The meeting has been rescheduled for April 24, 2023, at 9:00 a.m. He also encouraged the community to online to SCDOT SC12 BRI - Black River Improvement and leave comments and concerns while funds are available. The citizens are requesting wider roads and bike lanes on the Black River Road with hopes that this will help prevent occurring accidents.

Councilman Derek Shoemake stated the tour of the Courthouse with colleagues shows much needed upgrades and will be addressed moving forward. The P/Z meeting was helpful to plan in the future; shout out to the media in helping to get notices out as well as Chairwoman Katie Guinn and Vice-Chairman Jimmy Jones.

Councilman Brant Tomlinson thanked the staff for all they do. He mentioned road paving, animal shelter, P/Z and recreation complex projects ongoing.

Chairwoman Katie Guinn encouraged citizens to go to Kershaw County website and apply for vacancies on Commissions. The RX Drug Summit provided essential information moving forward with the Opioid Settlement. Councilman Sammie Tucker, Jr., and Chairwoman Katie Guinn serve on the Opioid Commission and will help determine how to use the Opioid Settlement. Once the Comprehensive Plan is completed, Council will need to have final say in the plan, but do encourage the input of the community.

Research will be done as far as recreation on how children are put on teams and we will compare to other counties on how to organize teams. Reminder of the Camden Burial Event Thursday – Saturday which is expected to have an outcome of 15-20,000 people in attendance.

For any Public Presentations to this Council, please contact the County Clerk and schedule a date and time to be placed on the agenda.

Friday, April 21, 2023, is Wear Purple Day honoring Month of the Military Child.

The Boat Ramp Study should be ready in a few weeks and we should be able to move forward.

ADMINISTRATOR'S BRIEFING
County Administrator Danny Templar encouraged community to use the QR Code to help shape the community engagement. During the P/Z meeting, it was discussed that the Comprehensive Plan will be updated. Councilman Russell Brazell thanked Mr. Templar for all he does for Kershaw.

LEGAL BRIEFING
None to report.

EXECUTIVE SESSION
An Executive Session was not needed.

ADJOURNMENT
Councilman Sammie Tucker, Jr., made a motion to adjourn at 7:40 p.m. Councilman Danny Catoe seconded. By show of hands, Chairwoman Katie Guinn, Councilman Sammie Tucker, Jr., Councilman Russell Brazell, Councilman Derek Shoemake, Councilman Brant Tomlinson, and Councilman Danny Catoe were all in favor to adjourn.

_____
Date Approved

_____
Hannah M. Parler
Clerk to Council

ORDINANCE

Second Reading - An ordinance authorizing the execution and delivery of an amendment to a fee agreement by and between Kershaw County, South Carolina and Canfor Southern Pine, Inc., as sponsor, and New South Lumber Company, Inc., and New South Camden Properties, LLC, as Sponsor Affiliates, to provide for an extension of the investment period, and other matters related thereto.

AN ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO A FEE AGREEMENT BY AND BETWEEN KERSHAW COUNTY, SOUTH CAROLINA AND CANFOR SOUTHERN PINE, INC., AS SPONSOR, AND NEW SOUTH LUMBER COMPANY, INC. AND NEW SOUTH CAMDEN PROPERTIES, LLC, AS SPONSOR AFFILIATES, TO PROVIDE FOR AN EXTENSION OF THE INVESTMENT PERIOD; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Kershaw County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") (i) to enter into agreements with qualifying industry to encourage investment in projects constituting economic development property through which the industrial development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and (ii) to covenant with such industry to accept certain payments in lieu of *ad valorem* taxes ("FILOT") with respect to such investment; and

WHEREAS, the County, acting by and through its County Council, entered into a Fee Agreement, dated as of April 30, 2018 (the "Fee Agreement"), with Canfor Southern Pine, Inc., an industrial concern presently operating in the State of South Carolina, as sponsor ("Sponsor"), and its affiliates, New South Lumber Company, Inc. and New South Camden Properties, LLC, as sponsor affiliates (collectively, "Sponsor Affiliates") whereby the Sponsor and Sponsor Affiliates committed to make together a total investment of not less than $35,000,000.00 in new taxable improvements and equipment in connection with the expansion of the Sponsor's manufacturing facilities on its existing site located at 1281 Sanders Creek Road, Cassatt, SC 29032 in Kershaw County, South Carolina (the "Project"), which improvements and equipment would constitute a project within the meaning of the Act and would be eligible for inclusion as economic development property, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the Fee Agreement provides for fee in lieu of tax payments utilizing a 6% assessment ratio and a fixed millage rate of 324.4 mils for a period of 30 years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree; and

WHEREAS, the initial investment period under the Fee Agreement is presently set to expire December 31, 2023;

WHEREAS, the Sponsor and the Sponsor Affiliates have represented to the County that as of December 31, 2022, they have actually made a combined investment at the Project of approximately $70,000,000 in new improvements and equipment which qualify as Economic Development Property under the Act; and

WHEREAS, the Sponsor and the Sponsor Affiliates have informed the County that they jointly intend to invest at the Project an additional $10,000,000 in new improvements and equipment ("Expansion of the Project") over the next five and one-half years provided that the County agrees to extend the investment period under the Fee Agreement of an additional five (5) years as is permitted under the Act; and

WHEREAS, the Sponsor and Sponsor Affiliates have caused to be prepared and presented to this meeting the form of the Amendment to the Fee Agreement by and between the County, the Sponsor and the Sponsor Affiliates (the "Fee Agreement Amendment"), which extends the investment period for an additional five (5) years, for a total of ten (10) years.

NOW, THEREFORE, BE IT RESOLVED, by the County Council, as follows:

Section 1. The County Council, having made a finding that the Expansion of the Project brings benefits to the County as set forth in Section 2 of this Ordinance, expresses its intention that this Ordinance shall fulfill the requirement under the Act as an official action on the part of the County Council relating to identifying and inducing the Expansion of the Project.

Section 2. Based solely on information provided by the Sponsor and Sponsor Affiliates, the County hereby finds (i) the Expansion of the Project will benefit the general public welfare of the County by encouraging the Sponsor and the Sponsor Affiliates to make additional investments at the Project, thereby providing service, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Expansion of the Project are proper governmental and public purposes; and (iv) the benefits of the Expansion of the Project to the public are greater than the costs to the public.

Section 3. The form, terms and provisions of the Fee Agreement Amendment presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the the Fee Agreement Amendment were set out in this Ordinance in its entirety. The Chairwoman of the County Council is hereby authorized and directed to execute the Fee Agreement Amendment in the name of and on behalf of the County, and the Clerk to the County Council is hereby authorized and directed to attest to the same; and the County Administrator is hereby authorized and directed to deliver said executed Fee Agreement Amendment to the Sponsor and the Sponsor Affiliates.

Section 4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement Amendment and the performance of all obligations of the County under and pursuant to the Fee Agreement Amendment.

Section 5. All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

This Ordinance shall take effect and be in full force only after the County Council has approved it after three readings and a public hearing has been duly and timely held.

KERSHAW COUNTY, SOUTH CAROLINA

_____

Katie Guinn
Chairwoman of County Council
Kershaw County, South Carolina

ATTEST:

_____

Clerk to County Council
Kershaw County, South Carolina

READINGS:

First Reading:	April 18, 2023
Second Reading:	_____, 2023
Third Reading:	_____, 2023
Public Hearing:	_____. 2023

AMENDMENT

TO

FEE AGREEMENT

DATED AS OF _____, 2023

BETWEEN

KERSHAW COUNTY, SOUTH CAROLINA

AND

CANFOR SOUTHERN PINE, INC.

AND

NEW SOUTH LUMBER COMPANY, INC. AND NEW SOUTH CAMDEN PROPERTIES, LLC

AMENDMENT TO FEE AGREEMENT

THIS AMENDMENT TO FEE AGREEMENT (this "Amendment") is made and entered into as of _____, 2023, amends that certain Fee Agreement dated as of April 30, 2018 ("Fee Agreement") by and between KERSHAW COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), CANFOR SOUTHERN PINE, INC., a corporation organized and existing under the laws of the State of South Carolina (the "Sponsor"), NEW SOUTH LUMBER COMPANY, INC., a corporation organized and existing under the laws of the State ("NSLC") and NEW SOUTH CAMDEN PROPERTIES, LLC,, a limited liability company organized and existing under the laws of the State ("NSCP" and collectively with NSLC, the "Sponsor Affiliates and each a "Sponsor Affiliate").

WITNESSETH:

WHEREAS, pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), the County, , acting by and through its County Council (the "County Council") as governing body of the County entered into,, entered into the Fee Agreement, pursuant to which the Sponsor and Sponsor Affiliates committed to make together a total investment of not less than $35,000,000.00 in new taxable improvements and equipment in connection with the expansion of the Sponsor's manufacturing facilities on its existing site located at 1281 Sanders Creek Road, Cassatt, SC 29032 in the County (the "Project"), which improvements and equipment would constitute a project within the meaning of the Act and would be eligible for inclusion as economic development property, all as more fully set forth in the Fee Agreement; and

WHEREAS, the Fee Agreement provides for fee in lieu of tax payments utilizing a 6% assessment ratio and a fixed millage rate of 324.4 mils for a period of 30 years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree; and

WHEREAS, the initial investment period under the Fee Agreement is presently set to expire December 31, 2023; and

WHEREAS, the Sponsor and the Sponsor Affiliates have represented to the County that as of December 31, 2022, they have actually made a combined investment at the Project of approximately$70,000,000 in new improvements and equipment which qualify as economic development property under the Act; and

WHEREAS, the Sponsor and the Sponsor Affiliates have informed the County that they jointly intend to invest at the Project an additional $10,000,000 in new improvements and equipment ("Expansion of the Project") over the next five and one-half years provided that the County agrees to extend the investment period under the Fee Agreement for an additional five (5) years as is permitted under the Act; and

WHEREAS, the express terms of the Fee Agreement and also Section 12-44-30(13) of the Act permit the County to amend the Fee Agreement as requested by the Sponsor and the Sponsor Affiliates; and

WHEREAS, pursuant to an Ordinance adopted on _____, 2023 (the "Ordinance"), the County Council authorized the County to enter into this Amendment.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

ONE: Part (D) in Section 1.1 (Project Overview/Recapitulation) of Article I is changed to an estimated total investment of $80,000,000 over ten (10) years.

TWO: The definition of "Investment Period" set forth in Section 1.3 of Article I is changed to read as follows:

"Investment Period" shall mean the period commencing in 2018 and ending on the last day of the tenth (10th) property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed.

THREE: Section 3.2 is changed to read as follows:

Section 3.2. ***Diligent Completion.*** The Sponsor and the Sponsor Affiliates agree to use their reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2028.

FOUR: The contact information in Section 5.1, Notices is changed to read as follows:

AS TO THE COUNTY: Kershaw County, South Carolina
ATTENTION: Danny Templar, County Administrator
515 Walnut Street
Camden, South Carolina 29020
(803) 425-1501 FAX: (803) 425-1546

WITH COPIES TO: J. Kennedy DuBose, Jr., Esq.
County Attorney
Smith Robinson Holler DuBose Morgan, LLC
935 Broad Street (29020)
Post Office Drawer 39
Camden, South Carolina 29021-0039
(803) 432-1992, ext.111, FAX: (803) 432-0784

AS TO THE SPONSOR AND SPONSOR AFFILIATES:

Canfor Southern Pine, Inc.
ATTENTION: Christopher Cairo, Director, U.S. Taxation
101 Dauphin Street, Suite 600
Mobile, Alabama 36602
(843) 903-8325, FAX: (843) 236-8456

WITH COPIES TO:

Stephen R. McCrae, Jr., Esq.
K&L Gates LLP
300 South Tryon Street, Suite 1000
Charlotte, North Carolina 28202
(803) 329-7602 FAX: (803) 980-7882

FIVE: Except as modified by this Amendment, the Sponsor, the Sponsor Affiliates and the County hereby acknowledge that the Fee Agreement remains in full force and effect.

[Signature Pages Follow
Remainder Intentionally Left Blank]

IN WITNESS WHEREOF, the County, the Sponsor, and the Sponsor Affiliates pursuant to due authority, have duly executed this Amendment to Fee Agreement, all as of the date first above written.

KERSHAW COUNTY, SOUTH CAROLINA

By:_____
Kaitlyn "Katie" Guinn
Chairwoman of County Council
Kershaw County, South Carolina

ATTEST:

_____
Clerk to County Council
Kershaw County, South Carolina

[Execution by Sponsor and Sponsor Affiliates continues on next page.]

CANFOR SOUTHERN PINE, INC.
a South Carolina corporation

By: _____
Name:
Its:

NEW SOUTH LUMBER COMPANY, INC.
a South Carolina corporation

By: _____
Name:
Its:

NEW SOUTH CAMDEN PROPERTIES, LLC
a South Carolina limited liability company

By: _____
Name:
Its:

ORDINANCE

Agenda Item Summary

First Reading – An ordinance amending and restating the Kershaw/Fairfield Multi-County Industrial Park (MCIP) Agreement

Agenda Item Summary

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR KERSHAW COUNTY
ORDINANCE NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF A REVISED AND RESTATED MULTI-COUNTY PARK AGREEMENT BETWEEN KERSHAW COUNTY, SOUTH CAROLINA, AND FAIRFIELD COUNTY, SOUTH CAROLINA; RATIFYING THE EXISTING PARK BOUNDARIES; AND OTHER RELATED MATTERS.

Issue for Consideration:

Whether to adopt an ordinance approving a revised and restated Multi-County Industrial Park ("MCIP") Agreement between Kershaw County ("Kershaw") and Fairfield County ("Fairfield").

Points to Consider:

Because of the passage of time, the inclusion of numerous parcels in each Park, changes in South Carolina law, and the termination clauses set forth in the Original Agreement, there is a need and desire for the Counties to ratify the Park and amend and restate the Original Agreement.

Funding and Liability Factors:

The MCIP provides that if Revenues are generated by properties located in Kershaw, then Kershaw shall, after reimbursing itself for expenditures made to attract a particular investment and/or making any reductions required by law or other agreement, retain 99% of such Revenues and transmit 1% of such Revenues to Fairfield. This revenue split is reversed for revenues generated in Fairfield, with it retaining 99% and providing 1% to Kershaw.

The MCIP provides that for revenues generated by properties located in Kershaw, Kershaw will retain a portion as may be necessary to reimburse it for any investments made in relation to attracting each new tenant in the Park. The Kershaw County Council reserves the right to determine the reimbursement amount on a case-by-case basis. Revenues remaining after such reimbursement shall be distributed on a pro-rata basis to the entities that would otherwise, at the time the property is included in the Park, be eligible to levy tax millage on the properties located in the Kershaw portion of the Park, if such properties were not located in the Park. Any school districts receiving a distribution of Revenues, shall divide the Revenues on a pro rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district.

Council Options:

Approve the Ordinance authorizing the revised and restated MCIP or do not approve the Ordinance.

Recommendation:

Adoption and approval of the Ordinance.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR KERSHAW COUNTY
ORDINANCE NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF A REVISED AND RESTATED MULTI-COUNTY PARK AGREEMENT BETWEEN KERSHAW COUNTY, SOUTH CAROLINA, AND FAIRFIELD COUNTY, SOUTH CAROLINA; RATIFYING THE EXISTING PARK BOUNDARIES; AND OTHER RELATED MATTERS.

WHEREAS, Kershaw County, South Carolina, ("Kershaw County") and Fairfield County, South Carolina (collectively, "Counties," each, "County"), are authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Act"), to jointly develop one or more industrial park(s) in the geographic boundaries of one or more of the member counties;

WHEREAS, as provided under the Act, to promote the economic welfare of their citizens, the Counties previously entered into that certain Agreement for the Development of a Joint County Industrial Park dated June 26, 1996, as has been amended from time to time ("Original Agreement") for the creation of a joint county industrial park between the Counties ("Park");

WHEREAS, since execution and delivery of the Original Agreement, each County has placed property in the Park;

WHEREAS, because of the passage of time, the inclusion of numerous parcels in each Park, changes in South Carolina law, and the termination clauses set forth in the Original Agreement, the Counties now desire to ratify the Park and amend and restate the Original Agreement;

WHEREAS, the Counties authorize the execution and delivery of the Amended and Restated Agreement for Development of Joint County Industrial Park, the substantially final form of which is attached as *Exhibit A* ("Park Agreement"), to ratify the exiting Park boundaries and govern the future expansion or diminishment of the Park.

NOW, THEREFORE, BE IT ORDAINED BY THE KERSHAW COUNTY COUNCIL:

Section 1. ***Approval of the Park Agreement.*** The Kershaw County Council Chair is authorized to execute the Park Agreement, the Clerk to the Kershaw County Council is authorized to attest the same, and the Kershaw County Administrator is authorized to deliver the Park Agreement to Fairfield County. The form of the Park Agreement is approved, with any revisions as are not materially adverse to Kershaw County and as are approved by the Kershaw County Administrator and Kershaw County's legal counsel, and all of the terms of the Park Agreement are incorporated in this Ordinance by reference as if the Park Agreement were set forth in this Ordinance in its entirety.

Section 2. ***Further Assurances.*** The Kershaw County Council Chair, the Clerk to Kershaw County Council and the Kershaw County Administrator (or their respective designees) are authorized to execute whatever other documents and take whatever further actions as may be necessary to effect the intent of this Ordinance, including, without limitation, the Park Agreement.

Section 3. ***Savings Clause.*** If any part of this Ordinance is unenforceable, the remainder is unaffected.

Section 4. ***General Repealer.*** Any ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 5. ***Effectiveness.*** This Ordinance is effective after third and final reading.

KERSHAW COUNTY, SOUTH CAROLINA

_____

Kaitlyn "Katie" Guinn
Chair, County Council
Kershaw County, South Carolina

(SEAL)

ATTEST:

_____

Clerk to County Council
Kershaw County, South Carolina

READINGS:

First Reading: April 25, 2023
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A

FORM OF
PARK AGREEMENT GOVERNING
THE JOINT COUNTY INDUSTRIAL PARK

AMENDED AND RESTATED

AGREEMENT FOR DEVELOPMENT OF JOINT COUNTY INDUSTRIAL PARK

BETWEEN

KERSHAW COUNTY, SOUTH CAROLINA

AND

FAIRFIELD COUNTY, SOUTH CAROLINA

DATED AS OF _____, 2023

PREPARED BY:

PARKER POE ADAMS & BERNSTEIN LLP
COLUMBIA, SOUTH CAROLINA
803-255-8000

INSTRUCTIONS FOR COUNTY AUDITOR AND COUNTY TREASURER

THE TAX STATUS OF THE REAL AND PERSONAL PROPERTY LOCATED WITHIN THIS MULTI-COUNTY INDUSTRIAL PARK WILL BE EXEMPT FROM AD VALOREM TAXES AND WILL BE SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A FEE-IN-LIEU OF AD VALOREM TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN. NOTE, THAT THE FEE-IN-LIEU PAYMENTS MAY BE REDUCED BELOW NORMAL AD VALOREM TAX RATES IN THE EVENT THE PROPERTY IS ALSO SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ("FILOT") ARRANGEMENT WITH EITHER KERSHAW OR FAIRFIELD COUNTY. THEREFORE, WHEN PREPARING THE FEE BILLS FOR THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK, PLEASE REFERENCE YOUR FILOT RECORDS TO ENSURE YOU ARE USING THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO.

ONCE A FEE BILL HAS BEEN PAID, THE PROVISIONS OF THIS AGREEMENT WILL GOVERN HOW THE FEES RECEIVED ARE TO BE DISTRIBUTED AMONG THE VARIOUS TAXING ENTITIES WITHIN THE COUNTY. BY LAW, THE COUNTIES MAY UNDER THE TERMS OF THIS AGREEMENT ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES.

QUICK REFERENCE GUIDE

TABLE OF CONTENTS

THIS AGREEMENT, made and entered into as of the ___ day of ___ 2023 by and between Kershaw County, South Carolina a political subdivision of the State of South Carolina ("Kershaw"); and Fairfield County, South Carolina a political subdivision of the State of South Carolina ("Fairfield") ("Kershaw" and "Fairfield" referred to collectively herein as the "Counties"), pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and Title 4, Chapter 1, Section 170 of the Code of Laws of South Carolina, 1976, as amended (the "Act") and fully amends and restates the agreement entered into by the Counties dated as of June 26, 1996.

RECITALS:

WHEREAS, the Counties created a Joint County Industrial Park (the "Park") by entering into the Agreement for Development of Joint County Industrial Park dated as of June 26, 1996 (the "Original Agreement"); and,

WHEREAS, the Counties desire to amend and restate the Original Agreement and set for the rights and duties governing the Park; and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from *ad valorem* taxation, but the owners or lessees of such property shall pay annual fees in an amount equal to that amount of *ad valorem* taxes for which such owner or lessee would be liable except for such exemption; and

NOW, THEREFORE, on the basis of the premises and mutual covenants herein contained, the sufficiency of which consideration is acknowledged, the parties agree as set forth below:

ARTICLE I
PARK BOUNDARIES

Section 1.01. ***Location of the Park.*** The Park consists of real and personal property located in Kershaw as is hereinafter described in "**Exhibit A: Kershaw Property**" and in Fairfield as is hereinafter described in "**Exhibit B Fairfield Property**".

Section 1.02. ***Modification of Park Boundaries.***

(a) A County may increase the Park's boundaries, from time to time, unilaterally, for property located in that County, by adopting an approving resolution or ordinance approving the increase in the Park's boundaries. This Agreement is amended, without further action by either County's governing body, once the County approving the increase delivers to the other County a copy of the approving resolution or ordinance and a description of the additional parcel to be included in that County's Exhibit.

(b) The Counties may decrease the Park's boundaries, from time to time, by each County adopting a resolution or ordinance, approving the decrease in the Park's boundaries. This Agreement is amended, without further action by either County's governing body, once each County has adopted its approving resolution or ordinance and the County in which the parcel to be removed is located delivers to the other County an amended Exhibit, without a description of the removed parcel.

(c) Prior to the adoption of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by the respective County Council of the County in which the area proposed for deletion is located. Notice of such public hearing shall be published in a newspaper of general circulation in that County at least once and not less than 15 days prior to such hearing.

ARTICLE II
TAX STATUS OF PROPERTIES LOCATED IN THE PARK

Section 2.01. ***Constitutional Exemption from Taxation.*** The Counties acknowledge that under the provisions of Article VIII, Section 13(D) of the South Carolina Constitution, all real and personal property located in the Park shall be exempt from all *ad valorem* taxation.

Section 2.02. ***Fee-in-Lieu of Taxes.*** Property located in the Park shall be exempt from *ad valorem* taxation only during the term of this Agreement. The owners or lessees of any property situated in the Park shall pay in accordance with and during the term of this Agreement an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of such property within the Park.

Section 2.03. ***Negotiated Fee-in-Lieu of Taxes.*** The amount of the annual payments due from the owner or lessee may be reduced if the owner or lessee has negotiated a FILOT incentive with either Kershaw or Fairfield pursuant to the provisions of Sections 12-44-10, *et seq.*, 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law. In such case, the terms of the executed FILOT agreement between the company and the applicable county shall govern the calculation of the annual FILOT payment.

ARTICLE III
SHARING OF REVENUES AND EXPENSES OF THE PARK

Section 3.01. ***Expense Sharing.*** The Counties shall share Expenses including, but not limited to, development, operations, maintenance and promotion of the Park. If the property is located in Fairfield, then Fairfield shall bear 100% of such expenses. If the property is located in Kershaw, then Kershaw shall bear 100% of such expenses. The Counties reserve the right to negotiate on a case-by-case basis the sharing of any additional expenditures that may be approved by both the Kershaw County Council and the Fairfield County Council.

Section 3.02. ***Revenue Sharing.***

(a) Revenues generated within the Park from sources other than fees in lieu of *ad valorem* taxes shall be distributed directly to Fairfield and Kershaw according to the proportions established in this Section 3.02 herein to be expended in any manner as the County Council of each County deems appropriate.

(b) The Counties shall share all of the Revenues received in lieu of *ad valorem* taxes from properties located in the Park.

If Revenues are generated by properties located in Fairfield, then Fairfield shall, after reimbursing itself for expenditures made to attract a particular investment and/or making any reductions required by law or other agreement, retain 99% of such Revenues and transmit 1% of such Revenues to Kershaw. Likewise, if Revenues are generated by properties located in Kershaw, then Kershaw shall, after reimbursing itself for expenditures made to attract a particular investment and/or making any reductions required by law or other agreement, retain 99% of such Revenues and transmit 1% of such Revenues to Fairfield.

Section 3.03. ***Revenue Distribution Within Each County.***

(a) In accordance with the provisions of *Horry County School District v. Horry County and the City of Myrtle Beach,* the Counties acknowledge they are required to set forth herein the scheme for distribution of Revenues received from the Park to other taxing entities within each of the Counties. Fairfield hereby elects to retain all of the Revenues from the Park. After distribution of FILOT Revenue as provided by Section 3.02:

(i) If Revenues are generated by properties located in Fairfield, then Fairfield shall retain a portion as may be necessary to reimburse it for any investments made in relation to attracting each new tenant in the Park. The Fairfield County Council reserves the right to determine the reimbursement amount on a case by case basis. Revenues remaining after such reimbursement shall be distributed on a pro-rata basis to the entities that would otherwise, at the time the property is included in the Park, be eligible to levy tax millage on the properties located in the Fairfield portion of the Park, if such properties were not located in the Park. Any school districts receiving a distribution of Revenues, shall divide the Revenues on a pro rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district.

(ii) If Revenues are generated by properties located in Kershaw, then Kershaw shall retain a portion as may be necessary to reimburse it for any investments made in relation to attracting each new tenant in the Park. The Kershaw County Council reserves the right to determine the reimbursement amount on a case by case basis. Revenues remaining after such reimbursement shall be distributed on a pro-rata basis to the entities that would otherwise, at the time the property is included in the Park, be eligible to levy tax millage on the properties located in the Kershaw portion of the Park, if such properties were not located in the Park. Any school districts receiving a distribution of Revenues, shall divide the Revenues on a pro rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district.

(b) Either County may unilaterally amend the distribution scheme applicable to such County and set forth in section (a) above. Such amendment must be accomplished by passage of an ordinance.

Section 3.04. ***Annual Report and Disbursement.*** Not later than July 15 of each year, starting July 15, 2023, each of the Counties shall prepare and submit to the other County a report detailing the Revenues owed to the other County under the terms of this Agreement. A check for the amount reflected in the report shall be delivered at the same time.

ARTICLE IV
MISCELLANEOUS

Section 4.01. ***Jobs Tax Credit Enhancement.*** Business enterprises locating in the Park shall be entitled to such enhancement of the regular jobs tax credits authorized by Section 12-6-3360 of the Code of Laws of South Carolina 1976, as amended, or any successive provisions, as may be provided under South Carolina law.

Section 4.02. ***Assessed Valuation.*** For the purpose of bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to the counties which are party to this Agreement must be identical to the percentage of total fee-in-lieu of *ad valorem* tax revenues retained and received by each such County in the preceding fiscal year.

Section 4.03. ***Non-Qualifying Use.*** In the event that a tract or site of land located in the Park is purchased and developed by a business enterprise which locates employees within the Park and which employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in South Carolina Code of Laws, 1976, as amended, Section 12-6-3360 (the "Non-Qualifying Site"), the Counties may remove, by ordinance, the Non-Qualifying Site from the Park pursuant to the provisions of Section 1.03(c) hereof.

Section 4.04. ***Records.*** The Counties covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual fee-in-lieu of tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the fees-in-lieu of taxes so imposed, all as such records became available in the normal course of County procedures.

Section 4.05. ***Applicable Law.*** In order to avoid any conflict of laws or ordinances between the Counties, the County ordinances of the County in which a parcel of Park property is located will be the reference for such regulations or laws in connection with that part of the Park. Nothing herein shall be taken to supersede any state or federal law or regulation. The County in which Park property is located is specifically authorized to adopt restrictive covenants and land use requirements for that part of the Park at that County's sole discretion. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

Section 4.06. ***Law Enforcement.*** The Sheriff's Department for each respective County will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park located in that County and fire, sewer, water and EMS service for that part of the Park will be provided by the applicable service district or other political unit within that County.

Section 4.07. ***Binding Effect of Agreement.*** This Agreement serves as a written instrument, which is binding upon the signatory parties.

Section 4.08. ***Severability.*** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

Section 4.09. ***Complete Agreement: Amendment.*** This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement. Except for the amendment provided for in Section 3.03(b) above, this Agreement may be amended upon the adoption of an ordinance by both of the respective County Councils of Kershaw and Fairfield.

Section 4.10. ***Counterpart Execution.*** This Agreement may be executed in multiple counterparts.

Section 4.11. ***Termination.*** Notwithstanding any provision of this Agreement to the contrary, Fairfield and Kershaw agree that this Agreement may not be terminated by either party for a period of 30 years commencing with the effective date hereof.

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

Witnesses:

_____

_____

FAIRFIELD COUNTY, SOUTH CAROLINA

By:_____
Administrator, Fairfield County, South Carolina

Attest:

_____
Clerk to County Council
Fairfield, South Carolina

Witnesses:

_____

_____

KERSHAW COUNTY, SOUTH CAROLINA

By:_____
Administrator, Kershaw County, South Carolina

Attest:

_____
Clerk to County Council
Kershaw, South Carolina

EXHIBIT A

Exhibit A: Kershaw Property

COMPANY NAME	TAX MAP NUMBER
RJR Land Group, L.L.C.	338-00-00-083; 310-00-00-079; 310-00-00-079; 310-00-00-111; 310-00-00-110; 310-00-00-123; 310-00-00-057E
Remainder of EXHIBIT A to be completed for second reading of the authorizing ordinance.	

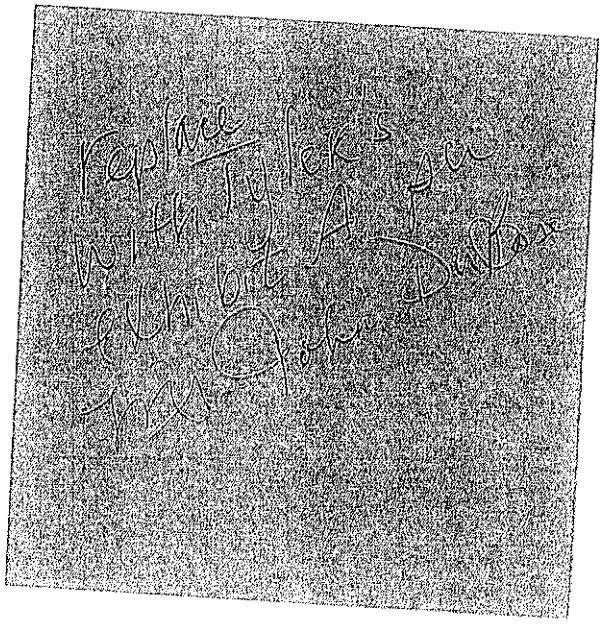

EXHIBIT B

Exhibit A: Fairfield Property

COMPANY NAME	TAX MAP NUMBER

RESOLUTION NO. 194.2023

A RESOLUTION OF KERSHAW COUNTY COUNCIL EXPRESSING THE INTENT TO PROCLAIM MAY 17, 2023, AS CLEVELAND SCHOOL FIRE DAY

WHEREAS, The Cleveland School was a rural South Carolina school located in Kershaw County that was constructed around 1908-1909. The school was a two-story, wooden structure that enrolled almost all grade levels of children.

WHEREAS, May 17, 1923, was the last official use of that school. A fire occurred during the annual graduation; a production named "Topsy Turvey" put on by the students to celebrate the conclusion of the school year.

WHEREAS, when the last act of the play was beginning, a lamp fell from the wall spilling its flammable contents on the stage. The fire spread over all the stage area and danced across the ceiling, eventually engulfing the school in flames.

WHEREAS, the Cleveland School fire claimed the lives seventy-seven children and adults who were assembled at the wooden school house. That night nearly 300 people were estimated to be present on the second-floor assembly area when the fire broke out. The only exit from the assembly area was a single stairway which became jammed with people, forcing many to jump from windows to survive.

WHEREAS, identifying the victims of the fire was extremely difficult. For those bodies that were identified, relatives claimed the remains and arranged for private burials. Sadly, 67 bodies remained unidentified and were buried together a mile away from the Cleveland School in a mass grave at the Beulah Methodist Church Cemetery.

WHEREAS, the tragedy of the Cleveland School fire resulted in the enactment and amendment of laws and rules throughout the United States to provide for greater public safety in assembly spaces.

NOW, THEREFORE, BE IT RESOLVED, in memory of those who lost their lives in the Cleveland School Fire almost 100 years ago, Kershaw County Council, does hereby proclaim May 17, 2023, as Cleveland School Fire Day, to honor those that perished in the fire and to recognize the tragedy as having a profound historic impact, both locally and nationally.

RESOLVED by Kershaw County Council this 25th day of April, 2023.

By: _____
Katie Guinn
Kershaw County Chairwoman

By: _____
Jimmy Jones
Kershaw County Vice-Chairman

By: _____
Sammie Tucker, Jr.
Kershaw County Councilman

By: _____
Russell Brazell
Kershaw County Councilman

By: _____
Brant Tomlinson
Kershaw County Councilman

By: _____
Danny Catoe
Kershaw County Councilman

By: _____
Derek Shoemake
Kershaw County Councilman

ATTEST:

By: _____
Hannah M. Parler
Clerk to Council

NEW BUSINESS

- **SAFER GRANT**

(Staffing for Adequate Fire and Emergency Response)

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Effective date: 03/22/2023

Will Glover
KERSHAW, COUNTY OF
515 WALNUT STREET
CAMDEN, SC 29020

EMW-2021-FF-01850

Dear Will Glover,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding opportunity has been approved in the amount of $300,000.00 in Federal funding.

FEMA has waived, in part or in full, one or more requirements for this grant award. See the Summary Award Memo for additional information about Economic Hardship Waivers.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 SAFER Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2021 Staffing for Adequate Fire and Emergency Response

Recipient: KERSHAW, COUNTY OF
UEI-EFT: EN1QPLBDAP85
DUNS number: 021161000
Award number: EMW-2021-FF-01850

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Staffing for Adequate Fire and Emergency Response (SAFER) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Approved Economic Hardship Waivers

Minimum budget waiver

FEMA has waived the minimum budget requirement for this award.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following is the approved budget for this award (including Federal share plus your cost share, if applicable) and summarizes the financial aspects of the grant:

Object Class	First Year	Second Year	Third Year	Fourth Year	Total
Personnel	$45,154.59	$46,672.99	$48,232.99	$49,834.59	$189,895.16
Fringe benefits	$26,743.48	$27,255.94	$27,782.44	$28,322.98	$110,104.84
Travel	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00	$0.00	$0.00
Contractual	$0.00	$0.00	$0.00	$0.00	$0.00
Construction	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00	$0.00
Indirect charges	$0.00	$0.00	$0.00	$0.00	$0.00
Federal	$71,898.07	$73,928.93	$76,015.43	$78,157.57	$300,000.00
Non-federal	$0.00	$0.00	$0.00	$0.00	$0.00
Total	$71,898.07	$73,928.93	$76,015.43	$78,157.57	$300,000.00
Program Income					$0.00

2 C.F.R. § 200.308 identifies the limits to the changes that can be made and when prior approval is required from FEMA, but this provision does not apply to the breakdown by year. If you have questions about which changes require FEMA's prior approval, please contact your Grants Management Specialist.

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 SAFER NOFO.

Approved request details:

Recruitment and Retention

Recruitment & Retention Coordinator

Salary (Employee)

DESCRIPTION

Employee salary with 3% cost of living raised built into each year after year one. This salary is comparable to other salaries in the South Carolina area when researching this position and would be a salary position and not hourly. The employee would be a 40 hour a week employee, but would be able to flex their time to make meeting nights and weekend requirements.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	1	$45,154.59	$45,154.59
2	1	$46,672.99	$46,672.99
3	1	$48,232.99	$48,232.99
4	1	$49,834.59	$49,834.59
TOTAL	4		$189,895.16

BUDGET CLASS

Personnel

CHANGE FROM APPLICATION

Year 1 quantity from **2080** to **1**
Year 1 price from $**24.20** to $**45,154.59**
Year 2 quantity from **2080** to **1**
Year 2 price from $**24.93** to $**46,672.99**
Year 3 quantity from **2080** to **1**
Year 3 price from $**25.68** to $**48,232.99**
Year 4 quantity from **2080** to **1**
Year 4 price from $**26.45** to $**49,834.59**

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction is because the amount requested in the application exceeds the amount that can reasonably be expected to be expended within the grant award's period of performance.

Fringe Benefits (Employee)

DESCRIPTION

The above fringe benefits reference FICA, Retirement, Health Insurance, and Workers Comp. for the Salary for each year. FICA is calculated on %7.65 of total salary for employer contribution. Retirement is calculated for the South Carolina PORS retirement at %20.24 employer contribution. Health insurance is calculated at the South Carolina standard family health plan with an employer contribution of $14,936.08. Workers comp is calculated at %5.86 percent of salary for the employee.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	1	$26,743.48	$26,743.48
2	1	$27,255.94	$27,255.94
3	1	$27,782.44	$27,782.44
4	1	$28,322.98	$28,322.98
TOTAL	4		$110,104.84

BUDGET CLASS

Fringe benefits

CHANGE FROM APPLICATION

Year 1 price from **$31,924.48** to **$26,743.48**
Year 2 price from **$32,436.94** to **$27,255.94**
Year 3 price from **$32,963.44** to **$27,782.44**
Year 4 price from **$33,503.98** to **$28,322.98**

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction is because the amount requested in the application exceeds the amount that can reasonably be expected to be expended within the grant award's period of performance.

Agreement Articles

Program: Fiscal Year 2021 Staffing for Adequate Fire and Emergency Response
Recipient: KERSHAW, COUNTY OF
UEI-EFT: EN1QPLBDAP85
DUNS number: 021161000
Award number: EMW-2021-FF-01850

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Article 1 **Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R.Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2 **General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3 **Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4 **Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5 **Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 **Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 **Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8 **Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9 **Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 **Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article 14 **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15 **E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**
Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16 **Energy Policy and Conservation Act**
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17 **False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 18 **Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 19 **Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article 20 **Fly America Act of 1974**
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21 **Hotel and Motel Fire Safety Act of 1990**
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

Article 22 **John S. McCain National Defense Authorization Act of Fiscal Year 2019**
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons

Article 23 **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 24 **Lobbying Prohibitions**
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 25 **National Environmental Policy Act**
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

Article 26 **Nondiscrimination in Matters Pertaining to Faith-Based Organizations**
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

Article 27 **Non-Supplanting Requirement**
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 28 **Notice of Funding Opportunity Requirements**
All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 29 **Patents and Intellectual Property Rights**
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 30 **Procurement of Recovered Materials**
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31 **Rehabilitation Act of 1973**
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 **Reporting of Matters Related to Recipient Integrity and Performance**

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33 **Reporting Subawards and Executive Compensation**

Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 34 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the

application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35 **SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 36 **Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 37 **Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 38 **Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 39 **USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

Article 40 **Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 41 **Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 42 **Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal,state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43 **Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44 **Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 45 **Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46 **Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Threfore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47 **Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48 **Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the firefighter hiring activities of new, additional firefighters, rehire laid off firefighters, or retain firefighters facing layoff OR recruitment and retention activities of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients increased compliance with the National standards described in the NOFO.

Obligating document

1.Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2021-FF-01850	N/A	576000368	AWARD	WX00796N2023T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
KERSHAW, COUNTY OF 1104 CHURCH ST # A CAMDEN, SC 29020	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Will Glover	8034681270	Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period
03/22/2023	OTHER - FEMA GO	COST SHARING	06/20/2023 to 06/19/2027 **Budget Period** 06/20/2023 to 06/19/2027

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
SAFER	97.083	2023-FD-GF01 - P410-xxxx-4101-D	$0.00	$300,000.00	$300,000.00	$0.00
		Totals	$0.00	$300,000.00	$300,000.00	$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~**16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA WILLIAMS, Assistant Administrator, Grant Programs	DATE 03/22/2023