



Staff Report to Town Council

From the Office of the Town Clerk

November 27, 2019

Project: Consideration of Resolution Authorizing the Town Clerk to enter into a Memorandum of Agreement with Beaufort County for the purposes of cost sharing for contracting consulting services to develop a Regional Housing Trust Fund. (Resolution: 2019-1017)

1. Recommendation

Resolution: Staff requests Town Council to adopt Resolution allowing the Town Clerk to enter into a Memorandum of Agreement with Beaufort County for the purposes of cost sharing for the Regional Affordable Housing Trust Fund (RAHTF)

2. Staff Comments

During the August 13, 2019 Town Council Meeting, Town Council adopted Resolution authorizing the Town Clerk to expend funds in an amount not to reach \$1,000 as the Town's portion of the contract for the Housing Trust fund. Staff and County officials have drafted a MOA which will be executed upon approval. The MOA outlines the roles and responsibilities of the Town of Yemassee and Beaufort County. Once all member municipalities execute the MOA, Beaufort County's procurement department will handle the bidding / RFP process to locate a suitable consultant to complete the study.

1. What follows

Upon adoption by Council, the MOA will be executed with the original being forwarded to the Beaufort County Administrator.

2. Attachments

Attachment 1 – A Resolution of the Town of Yemassee, South Carolina, Authorizing the Town Clerk to enter into a Memorandum of Agreement with Beaufort County for the purposes of cost sharing for contracting consulting services to develop a Regional Housing Trust Fund. (2019-1017)

Attachment 2 – Memorandum of Agreement between the Town of Yemassee and Beaufort County, South Carolina.

Recommended Motion

“I make the motion to adopt Resolution 2019-1017, Authorizing the Town Clerk to enter into a Memorandum of Agreement with Beaufort County for the purposes of cost sharing for contracting consulting services to develop a Regional Housing Trust Fund. (2019-1017)”

RESOLUTION No. 2019-1017

A RESOLUTION OF THE TOWN OF YEMASSEE, SOUTH CAROLINA, TOWN COUNCIL AUTHORIZING THE TOWN CLERK TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH BEAUFORT COUNTY FOR THE PURPOSES OF COST SHARING FOR CONTRACTING CONSULTING SERVICES TO DEVELOP A REGIONAL AFFORDABLE HOUSING TRUST FUND.

WHEREAS, the Town of Yemassee, SC is currently involved with and is a part of the Southern Lowcountry Regional Board (SOLOCO); and

WHEREAS, SOLOCO has recognized the need for housing that is attainable for all and particularly for those in the service industries and entry-level professional occupations; and

WHEREAS, SOLOCO has prioritized the need for a regional approach for attainable housing; and

WHEREAS, the SOLOCO members designated staff from each jurisdiction involved to serve on a Affording Housing Trust Fund Sub-committee to research and evaluate the feasibility of a regional affordable housing trust fund; and

WHEREAS, the Affordable Housing Trust Fund Sub-committee met on multiple occasions and determined that an outside independent contractor with specific expertise was needed to design the framework of such an organization and determine funding requirements and coordinate with the individual jurisdictions involved; and

WHEREAS, the Affordable Housing Trust Fund Sub-committee has drafted an RFP for consultant services; and

WHEREAS, the Affordable Housing Trust Fund Sub-committee will review responses to the RFP and provide a recommendation to SOLOCO; and

WHEREAS, the Affordable Housing Trust Fund Sub-committee developed a structure for cost sharing for each jurisdiction based on population.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Yemassee, SC:

1. The Town Clerk is authorized to enter into a Memorandum of Agreement with Beaufort County on behalf of the Town to contract for consultant services with oversight by the SOLOCO Affordable Housing Trust Fund Sub-committee once a contractor is selected.
2. The Town Clerk is authorized to expend funds in an amount not to exceed \$1,000 as the Town's portion of the contract.

PASSED AND ADOPTED by the Town Council of the Town of Yemassee, SC this 10th day of December 2019.

TOWN OF YEMASSEE, SC

By: COLIN MOORE, MAYOR

ATTEST:

MATTHEW GARNES, TOWN CLERK

(Seal)

STATE OF SOUTH CAROLINA)
) MEMORANDUM OF AGREEMENT
COUNTY OF BEAUFORT)

THIS MEMORANDUM OF AGREEMENT (Agreement) made and entered into this 10th day of December 2019 by and between the Town of Yemassee, South Carolina (Town) and Beaufort County, South Carolina (County). The Town and County hereinafter will collectively be referred to as the “Parties”.

WHEREAS, the Town of Yemassee, SC is currently involved with and is a part of the Southern Lowcountry Regional Board (SOLOCO); and

WHEREAS, SOLOCO has prioritized the need for a regional approach for attainable housing and recognized the need for housing that is attainable for all, particularly for those in the service industries and entry-level professional occupations; and

WHEREAS, the SOLOCO members designated staff from each jurisdiction involved to serve on an Affording Housing Trust Fund Sub-committee to research and evaluate the feasibility of a regional affordable housing trust fund; and

WHEREAS, the Affordable Housing Trust Fund Sub-committee met on multiple occasions and determined that an outside independent contractor with specific expertise was needed to design the framework of such an organization and determine funding requirements and coordinate with the individual jurisdictions involved; and

WHEREAS, the Affordable Housing Trust Fund Sub-committee has drafted an RFP for consultant services; and

WHEREAS, the Affordable Housing Trust Fund Sub-committee will review responses to the RFP and provide a recommendation to SOLOCO; and

WHEREAS, the Affordable Housing Trust Fund Sub-committee developed a structure for cost sharing for each jurisdiction based on population percentage and depicted in the attached resolution as adopted by the Town of Yemassee.

WHEREAS, the Town Clerk is authorized to expend funds in an amount not to exceed \$1,000 as the Town’s portion of the contract.

NOW, THEREFORE, the Town and County, for mutual consideration and in the public interest, enter into this Agreement under the following terms and conditions:

I. Duties of the Town

The Town shall:

1. Appoint 2 stakeholders to serve on the Regional Housing Trust Fund (RHTF) Steering Committee.
2. Review, approve, and remit all payments for their prorated share of the Housing Trust Fund Consultant in a timely manner.

II. Duties of the County

The County shall:

1. Provide copies of the detailed invoices submitted by the consultant along with an exact amount for the Town’s prorated share.
2. Notify the Town of any violations of this Agreement that may be noted during the study.

III. Term. The Term of this Agreement shall be One (1) year from the execution date of the Housing Trust Fund consulting contract. This Agreement will be reviewed annually, if necessary.

IV. Miscellaneous

1. *Notices.* Notwithstanding anything contained herein, the Parties each agree to cooperatively pursue their obligations set forth herein in good faith. All notices to be provided hereunder shall be provided in writing and delivered by U.S. Mail or by email to the following:

If to County, To: Beaufort County

With Copy to:

If to Town, To: The Town of Yemassee

With Copy to:

2. *Relationship of Parties.* The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and County other than that which is expressly stated herein.
3. *Liability.* Each Party shall be responsible for its own acts, omissions and negligence and shall not be responsible for the acts, omission and negligence of the other Party. Neither party shall be liable to the other party for any claims, demands, expenses, liabilities or losses (including attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services or responsibilities pursuant to this Agreement.
4. *Binding Nature and Assignment.* This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.

5. *Amendment and Modification.* This Agreement cannot be amended or modified orally or by a single party. No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
6. *Entire Agreement.* This Agreement contains the entire agreement between the parties pertaining to the subject matter contained herein and fully supersedes all prior written or oral agreements and understanding between the parties pertaining to such subject matter.
7. *Conflicting Terms.* In the event that there is any conflict or inconsistency between the terms and conditions of this Agreement and those of any and all future agreements associated with the Facility, the terms and conditions of this Agreement shall control and govern the rights and obligations of the Parties.
8. *Dispute Resolution.* All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be first submitted to an agreed upon mediator. The initial disputing party shall be responsible for cost of mediation.
9. *Waiver.* No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.
10. *Applicable Law.* This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance, or other breach shall be filed in Beaufort County, South Carolina.

IN WITNESS WHEREOF, the parties hereto have affixed their signature hereto the date first written hereinabove.

WITNESSES:

TOWN OF YEMASSEE

BY: _____
 Matthew Garnes
 Town of Yemassee Clerk

BEAUFORT COUNTY

BY: _____
 Ashley M. Jacobs
 Beaufort County Administrator